

Art Academy of Latvia Working Procedure Regulations

Issued in compliance with the Section 55 of the Labour Law

1. General terms

1.1 Working Procedure Regulations (hereinafter - the Regulations) shall determine the rights and obligations of the academic and general staff of the Art Academy of Latvia (hereinafter - the employees), social guarantees and their relations with the Academy.

1.2 The purpose of the Regulations is to establish uniform requirements, attitudes and understanding in the organisation of working procedures for the employees of the AAL.

1.3 These regulations shall be communicated to all employees of the AAL, who shall acknowledge by signature that they have read and understood these regulations.

1.4 The AAL Working Procedure Regulations (hereinafter referred to as the "Regulations") have been drawn up with the aim of informing employees about the general procedure in the workplace, as well as warning employees about the possible consequences in case of non-compliance with these Regulations.

1.5 The Regulations lay down the procedure for the following employment legal relationships:

- 1.5.1 procedures for recruiting and dismissing employees
- 1.5.2 working hours and organisation;
- 1.5.3 organisation of remuneration and pay-out;
- 1.5.4 personal data and measures to protect them;
- 1.5.5 the main responsibilities of employees and employer;
- 1.5.6 employee conduct provisions;
- 1.5.7 occupational safety provisions;
- 1.5.8 disputes, their settlement procedure;
- 1.5.9 responsibility for non-compliance with the Working Procedure Regulations;
- 1.5.10 final provisions.

1.6 The direct job responsibilities of each employee shall be determined by the employment agreement, job description, and other internal laws and regulations of the AAL.

1.7 The Regulations have been drawn up in accordance with the requirements of the Labour Law of the Republic of Latvia (hereinafter referred to as the Labour Law) and other laws and regulations in force in the Republic of Latvia.

1.8 Employees of the Department of Personnel of AAL introduce with the Regulations employees at the start of their employment and as required (at the employee's request or in the employee's absence for an extended period).

1.9 The Regulations and any subsequent changes thereto will be published on the AAL website and employees will receive a notification regarding changes in the employee's official e-mail address or to the e-mail address about which the employee

has informed the Department of Personnel in writing that he/she uses for the performance of his/her work duties. In such a case, the employee shall be deemed to have been informed of the terms or any changes thereto on the date of sending the e-mail. Employees who do not require an e-mail address for the performance of their duties will be informed of changes in the Department of Personnel, confirming it with signature.

2. PROCEDURE FOR RECRUITING AND DISMISSING EMPLOYEES

2.1 Recruitment.

2.1.1 At the time of recruitment, the employee must, at least one day before the establishment of the employment legal relationships, submit to the Department of Personnel of AAL:

2.1.1.1 an application for recruitment to the AAL, giving details of the declared address of the place of residence and the bank account into which the salary is to be paid, which has been agreed with the head of the department concerned and approved by a resolution of the Rector of the AAL;

2.1.1.2 present a personal identification document;

2.1.1.3 provide copies of diplomas or other evidence of education or training where specific knowledge and skills are required, presenting the originals

2.1.1.4 provide a copy of the national language certificate (for potential employees for whom Latvian is not their first language and who have not completed their education in the national language), presenting the original, and a Curriculum vitae;

2.1.1.5 a copy of the marriage certificate, divorce certificate or other document (for potential employees whose personal identification documents show a different surname);

2.1.1.6 The AAL processes the data obtained from these documents in accordance with the requirements of the General Data Protection Regulation (GDPR) and the AAL's internal data protection regulations.

2.1.2 After verification of the submitted documents, the Department of Personnel prepares an Employment Agreement draft (2 copies) and together with the draft order submits them to the Rector for signing.

2.1.3 The Employment Agreement only comes into force after it has been signed by both parties. Until then, the head of department is not entitled to authorise the employee to start work.

2.1.4 When recruiting academic staff, an additional condition must be met - election in an open competition in accordance with the Regulations on Academic Positions at the Art Academy of Latvia.

2.1.5 Upon commencement of employment, a potential employee shall, at the request of the Employer, undergo a mandatory (first-time) health examination in accordance with the Cabinet of Ministers Regulation No. 219 of 10 March 2009 "Procedures for the Performance of Mandatory Health Examinations".

2.1.6 The employment legal relationship between the Employee and the AAL as the Employer is established at the moment of conclusion of the Employment Agreement, when the Employee and the Employer have agreed on the work to be performed and

the remuneration, as well that Employee undertakes to observe the determined working procedure and order of the Employer;

2.1.7 An e-mail address with the @lma domain will be created for the employee to be used for the performance of his/her duties, if necessary for the performance of his/her duties. If a notice is sent to the employee's work e-mail address, it shall be deemed to have been received on the date it was sent and shall be deemed sufficient to inform the employee, except where the law provides for another form of mandatory notification. In exceptional cases, an employee may use a personal e-mail address for work purposes, but only if the employee has submitted a written request and received approval from the Department of Personnel. In this case, the employee's e-mail address shall be treated as a work e-mail address with the legal consequences set out in this paragraph.

2.1.8 By signing the Employment Agreement, the employee gets acquainted and acknowledges that he/she is familiar with the Working Procedure Regulations, occupational safety, fire safety, data protection and other regulations and instructions of the AAL and undertakes to comply with them;

2.1.9 By signing the job description, which is an integral part of the Employment Agreement, the employee declares that he/she is familiar with his/her job responsibilities.

2.2 Probation period.

2.2.1 A probation period may be imposed on an employee upon entering the employment legal relationships. The probation period may not exceed three months, excluding any period of temporary incapacity for work. During the probation period, the employer assesses whether the employee is fit for the job - how the employee has acquired the necessary work skills, how she/he fits in with the team, his/her teamwork skills and other provisions set out in the job description;

2.2.2 During the probation period, both the employee and the Employer have the right to give three days' notice in writing. When terminating an Employment Agreement during the probation period, the employer is not obliged to state the reason for the termination.

2.2.3 If the Employment Agreement does not specify a probation period, this means that the employee has been hired without a probation period.

2.3 Transfer to another job.

2.3.1 An employee may be transferred to another post in another department only by mutual agreement between the employee and the Employer. Such a transfer shall be made on the basis of an application from the employee, which shall be agreed with the head of the former department and the head of the new department, and approved by the Rector of the AAL.

2.4 Dismissal.

2.4.1 An Employment Agreement may be terminated only in the cases and according to the procedure laid down in the Labour Law, within the notice periods laid down in the law.

2.4.2 Upon termination of the employment legal relationship, the employee is obliged to settle his/her obligations with the AAL.

2.4.3 If the material values issued are damaged or lost, a fact-finding report is drawn up and submitted to the Department of Finance and Accounting for an

estimate of the loss. The employee shall be fully liable for any damage or loss caused to the Employer's property and shall indemnify the Employer for any damage or loss caused by the fault or negligence of the employee.

2.4.4 The date of termination of the employment legal relationship shall be the employee's last day of work.

2.4.5 On the last day of employment, the order regarding the termination of the employment legal relationship will be presented to the employee and all due payments paid, including compensation for the annual leave if the employee has not taken annual paid leave.

2.4.6 Upon written request of the employee, the Employer shall, within the time limit prescribed by the Labour Law, provide the employee with a notice on the duration of the employment legal relationship, the work performed by the employee, withheld taxes and payment of compulsory state social insurance contributions.

2.5 Individual work - work on a Work-performance Agreement basis.

2.5.1 Work-performance Agreement or Author's Agreement concluded with a natural person for the performance of certain works will be performed only in accordance with the provisions of that Agreement. Such an Agreement is not considered an Employment Agreement and the person does not acquire the rights of an employee.

2.6 Supplementary work.

2.6.1 The Employer may, on receipt of a written application from the employee requesting permission to enter into a Supplementary Work Agreement with another employer, grant the permission in case if the supplementary work does not adversely affect performance of the direct work duties of the AAL.

2.6.2 The employee without written agreement of the AAL is not allowed to:

2.6.2.1 enter into an Employment Agreement with another employer;

2.6.2.2 use his/her working time at the AAL and resources of AAL for the performance of the supplementary work which is not related to the work duties of the employee and from which he/she derives personal benefit, except where he/she substitutes another employee in his/her absence or performs additional work pursuant to an order or agreement of the Employer.

3. WORKING HOURS AND ORGANISATION

3.1 The AAL has a five-day working week. Working hours of employees are set out in the Employment Agreement of each employee;

3.2 Working hours of employees at the AAL.

3.2.1 Rectors, Vice-Rectors do not have fixed working hours, without exceeding the standard working hours;

3.2.2 Working hours of the teaching staff are in line with their workload and lecture schedule, not exceeding the standard working hours;

3.2.3 The working hours of the general personnel of the AAL are as follows, unless otherwise specified in the Employment Agreement: from 9.00 to 17.30, lunch break for 30 minutes from 12.00 to 14.00.

3.2.4 The working hours for AAL cleaners are 7.00 - 15.30, on duty from 9.00. to 17.30.

3.2.5 30 minutes break at work;

3.2.6 The working day is shortened by two hours on the days before public holidays;

3.2.7 Overtime work is permitted if agreed in writing between the employee and the Employer, to be executed in accordance with the laws and regulations. Overtime work must not exceed 144 hours in any four-month period;

3.2.8 The Rector, if required by the organisation of the work of the AAL, shall have the right to change the working hours of employees issuing an order, in accordance with the requirements of the laws and regulations, by giving prior written notice to employees;

3.2.9 The amount of academic and scientific work of an employee of the AAL who performs the work of general and academic staff shall not exceed the standard working hours of 40 hours per week;

3.3 Remote work:

An employee of the AAL, in agreement with his/her direct manager and with the consent of the Rector of the Academy, is entitled to work remotely, provided that the remote work does not conflict with the tasks to be performed and does not affect the continuity of the AAL activities. In this case, the employee is obliged to cooperate with the Employer in assessing the environmental risks. The Employee shall ensure and comply with the requirements of occupational safety, security, fire safety and personal data protection in the chosen working environment.

3.4 Absence from work:

3.4.1 It is the responsibility of the general personnel of the AAL to inform their direct manager or, if this is not possible, the Head of the Department of Personnel of AAL:

3.4.1.1 regarding significant absence from work (for example, absence due to being involved in an accident or traffic jam);

3.4.1.2 regarding absence from work, if possible not later than one hour before the start of working time or within one working day (for example, in case of illness);

3.4.2 Academic staff of the AAL are obliged to immediately inform the Head of the Programme (if a lecturer in a Bachelor's programme), the Head of the Master Study Programme (if a lecturer in a Master programme), the Head of the Doctoral Study Programme (if a lecturer in a Doctoral programme) or the Head of the Department (in other cases):

3.4.2.1 regarding significant absence from work (for example, absence due to being involved in an accident or traffic jam);

3.4.2.2 regarding absence from work, if possible not later than one hour before the start of working time or within one working day (for example, in case of illness).

3.4.3 The employee is obliged to inform his/her direct manager or, if this is not possible, the Department of Personnel - which in turn informs the Head of the Department of Personnel of AAL - regarding the opening of the sick-leave certificate on the day of its opening. If the employee is absent without

coordinating it with the direct manager, it is considered unjustified absence from work.

3.5 Leave.

3.5.1 If an employee has been continuously employed by the Institution for not less than six months, the employee shall have the right to request the Employer a paid leave in accordance with the conditions laid down in the laws and regulations of the Republic of Latvia.

3.5.2 The employee is entitled to paid annual leave of not less than:

3.5.2.1 For general personnel: four calendar weeks, excluding public holidays;

3.5.2.2 For academic personnel: eight calendar weeks, excluding public holidays;

3.5.3 Annual leave is allocated to employees in calendar weeks. If the annual paid leave is divided by parts, one part of the leave cannot be shorter than two calendar weeks and the following rules apply when allocating the remaining part:

3.5.4 Paid annual leave is granted at a fixed time each year in accordance with a leave schedule or an agreement between the Employer and the employee;

3.5.5 The academic staff of the institution is granted leave during the summer period, i.e. in the months of June, July, August, taking into account the study schedules.

3.5.6 The Head of the Department of Personnel draws up a leave schedule for employees, taking into account, as far as possible, the wishes of the employee, in accordance with the orders submitted by the Study Department regarding organisation of entrance examinations, and introduces employees to this schedule before 1 May of the current year.

3.5.7 Annual paid leave is not compensated in cash, except in the event of termination of the employment legal relationship and where the annual paid leave has not been taken.

3.5.8 In accordance with the Labour Law and the Cabinet of Ministers Regulation No.565 of 21.06.2010 "On Social Guarantees for Officials and Employees of State and Local Government Authorities" (hereafter - the Regulations on Social Guarantees, Appendix Table No.1 and Table No.2), the Employer, on the basis of an employee's application:

3.5.8.1 In cases provided for in the Labour Law, grants to the employee additional leave and study leave;

3.5.8.2 pays compensation if the employee does not perform the work due to justifiable reason;

3.5.8.3 can grant additional leave without pay for family reasons or other circumstances important to the employee.

3.5.9 Maternity and prenatal leave, parental leave and paternity leave are granted in accordance with the Labour Law.

3.5.10 Procedure for granting leave:

3.5.10.1 Application for annual leave must be timely submitted to the

employer, no later than 2 (two) weeks before the start of the leave;

3.5.10.2 Application for leave is approved by the Head of the Department, direct manager or Vice-Rector;

3.5.10.3 The Head of the Department or direct manager shall, when approving the request for leave, indicate the person performing duties of the employee during the leave, if necessary;

3.5.10.4 Additional leave days are granted in accordance with the provisions of the Law on Remuneration of Officials and Employees of State and Local Government Authorities and the Labour Law (Annex, Table 2).

3.5.10.5 Annual paid additional leave, if employee is eligible to receive it, is granted for the current year receiving an application of the employee, in accordance with the procedure set out in Table 1 in the Annex to these Regulations and used until the annual paid leave of the next year, adding the days of additional leave to the annual leave. Days of unused additional leave, if not taken during the year, do not accumulate.

3.6 Social guarantees.

3.6.1 Social guarantees are benefits, compensations, insurance coverage of expenses set out in the "Law on Remuneration of Officials and Employees of State and Local Government Authorities", provisions "Regulations on Social Guarantees of Officials and Employees of State and Local Government Authorities". (Annex, Table 2).

3.7 Official travels, professional development.

3.7.1 The employee retains his/her salary and supplements during the official travel.

3.7.2 Allocation of official travels takes place in accordance with the procedure established in the normative acts - the "Law on Remuneration of Officials and Employees of State and Local Government Authorities", the provisions "Regulations on Social Guarantees of Officials and Employees of State and Local Government Authorities" and the Cabinet of Ministers Regulation No. 969 of 12 October 2010 "Procedures for Reimbursement of Expenses Relating to Official Travels".

3.7.3 With the order of the Rector in frame of the approved budget of the institution, the employee is sent to undergo professional development training courses and attend workshops. The order is issued on the basis of a written application from the employee (adding the programme of the professional development training course or workshop) in agreement with the Head of Department, Vice-Rector, Rector.

3.8 Absence of an employee.

3.8.1 In the event of incapacity for work, the employee must provide information to the Employer (in accordance with the procedure set out in Regulations 3.4.3) regarding the beginning of incapacity for work on the first day of the incapacity for work until 17.00;

3.8.2 Responsibility of the direct manager is to pass on information received about the absence of the Employee (p.3.4.3.) in the Department of Personnel, and to designate the person who will perform duties of the Employee during his/her absence, if necessary;

3.8.3 If the employee does not arrive at work without a justifiable reason, it is considered unjustified absence and may result in disciplinary action.

4. ORGANISATION OF REMUNERATION AND PAY-OUT

4.1 The remuneration of employees is determined in accordance with the laws and regulations determining the remuneration in state and local government authorities and the AAL Remuneration Procedure.

4.2 Salary is the remuneration paid to an employee on a regular basis for his or her work. It includes a monthly salary plus supplements and bonuses.

4.3 The remuneration procedure of the AAL shall be approved by a decision of the Senate.

4.4 The Employer pays remuneration to the Employee 2 (twice) a month. By agreement between the employee and the Employer, salary may be paid 1 (one) time per month.

4.5 Upon the establishment of an employment legal relationship with the AAL, the employee must submit in writing to the Payroll Accountant of the Department of Finance and Accounting an application for the non-cash payment of remuneration, indicating the bank and personal account details to which the remuneration is to be transferred. Similarly, if the employee wishes to change the bank where he/she receives the salary transfer, he/she must provide the details of the bank and of his/her personal account.

4.6 Remuneration for the leave and additional leave period, if such is allocated to the employee, and for the time worked until the leave shall be made not later than one day before the leave or, at the written request of the employee, payment for the leave period and remuneration for the time worked until the leave, can be paid at another time but not later than the next payday.

4.7 No later than the day on which the salaries are paid, the employee shall be provided with a pay slip upon request. At the employee's request, the employee shall be provided with a certificate of his/her salary and making of mandatory state social insurance contributions.

4.8 In cases when employee is substituted by another employee due to short term absence (official travel, leave, temporary incapacity), the supplement added to the employee's salary for performing of his/her work shall be determined in accordance with the laws and regulations in force in the Republic of Latvia.

4.9 If the employee is absent for justifiable reasons, the employee shall be paid average earnings in cases when the employee:

4.9.1 is on paid annual leave;

4.9.2 does not perform work on public holidays;

4.9.3 undergoes a medical examination at a medical institution as per the Employer's instructions;

4.9.4 donates blood at a medical establishment, having informed the Employer in advance;

4.9.5 during his/her working hours participates in training activities organised by the Employer;

4.9.6 is sent on an official travel;

4.9.7 is absent from work for no more than 3 working days due to the death of a spouse, parent, child or other close family member;

- 4.9.8 on the day of graduation, when the employee or his/her child graduates the educational establishment;
- 4.9.9 on the first day of school, on the occasion when the child in grades 1-4 starts school;
- 4.9.10 in all cases where the employee is to be paid average earnings, they are to be calculated on the basis of the employee's remuneration for work in the six months preceding that period.

4.10 The Employer may make deductions from the employee's remuneration to recover:

4.10.1 amounts overpaid as a result of the Employer's mistake if the employee knew or due to circumstances would have reasonably known of the overpayment, or if the overpayment is based on circumstances attributable to the employee;

4.10.2 advances paid on account of remuneration, as well as unused and timely unrepaid advances for covering of expenses related to official travels, business trips or other anticipated expenses;

4.10.3 the paid average earnings for the leave days not taken, except in the case when the Employment Agreement is terminated in connection with:

4.10.3.1 the inability of the employee to perform the agreed work due to a medical condition, as certified by a doctor's report;

4.10.3.2 the employee does not have sufficient professional ability to perform the agreed work;

4.10.3.3 number of employees are reduced;

4.10.4 Deductions are made by written order of the Employer not later than 2 months from the date of payment of the overpaid amount or the last day set for repayment of the advance. Such an order shall be brought to the attention of the employee without delay. If the employee disputes the basis or amount of the Employer's deduction, the Employer has 2 years to bring an action in court.

4.10.5 The Employer shall be entitled to deduct from the employee's remuneration, with his/her written consent, compensation of damages caused due to the employee's unlawful conduct. If the employee disputes the basis or amount of the damages, the Employer may bring respective action to the court within 2 years from the date of causing the damages.

4.10.6 In accordance with the execution documents the deductions to be made from an employee's remuneration are determined according to the amount specified in the execution document, in accordance with the Civil Procedure Law.

5. PERSONAL DATA AND MEASURES TO PROTECT THEM

5.1 In order to maintain an accurate database of the personal data of employees of AAL, each employee is obliged to notify the Department of Personnel immediately of any changes to his/her personal data.

5.2 The processing of employee data is carried out in accordance with the internal data protection regulations of the Art Academy of Latvia.

5.3 The Employer shall take technical and organisational measures to ensure the protection of the employee's personal data held by the AAL, in accordance with the requirements of Regulation 2016/679 of the European Parliament and of the Council, Personal Data Processing Law and the AAL internal regulatory enactments

regulating the area of data protection.

5.4 The employee is introduced to the AAL data protection rules to be observed in the performance of his/her duties, as well as with the purposes and scope of the processing of the employee's personal data (Employee Data Processing Notice) at the time of signing the Employment Agreement, which the employee shall confirm with his/her signature. Further changes to the internal data protection regulations affecting employees are published on the AAL website and a notification of the changes is sent to the employee's official e-mail address, the employee being deemed to have been informed of the changes on the date of sending the e-mail.

6. MAIN RESPONSIBILITIES OF EMPLOYEES AND EMPLOYER

6.1 Responsibilities of an AAL employee:

6.1.1 perform his/her job responsibilities in accordance with the job description, observing the requirements of the Employment Agreement, the Regulations, the AAL Internal Procedure Regulations, the Code of Ethics for Employees, as well as other external and internal regulatory enactments;

6.1.2 allocate all working time effectively to the performance of his/her immediate duties, carrying them out in a high quality and professional manner, and complying in a timely and accurate manner with the decisions and instructions of the AAL, its management and his/her direct manager;

6.1.3 comply with the AAL document circulation procedures;

6.1.4 make proposals to the Rector, Vice-Rectors, Head of the Department and direct manager of the AAL on measures to improve the quality and organisation of work in order to ensure that the AAL employee performs the functions assigned to him/her;

6.1.5 Employees may use computers and office equipment only for the performance of their direct duties.

6.1.6 Employees may only use AAL-issued phones for the performance of their duties. AAL-issued phones may not be used for donation calls, lottery calls, premium rate services or calls to 9-digit numbers. If such calls are made or the phone is used for personal use, the employee must reimburse the AAL for the cost of the calls and employee may lose the right to use the service phone.

6.1.7 It is prohibited for the employees to smoke, consume alcoholic beverages or be under the influence of alcohol, drugs or toxic substances in the AAL or on its premises.

6.1.8 It is prohibited for the employee to arrive at AAL with a contagious (Covid-19) or other easily spreadable, infectious disease that poses or may pose a threat to the safety and health of other employees or students;

6.1.9 It is the duty of the employee to take care for elimination or reduction to the utmost extent possible of obstacles which adversely affect or are likely to affect the normal course of work and to prevent or reduce as far as possible foreseeable or already incurred damage.

6.1.10 It is the responsibility of the employee to report immediately to his/her direct manager or, if this is not possible, to the Vice-Rector, any accidents involving employees.

6.1.11 The employee is under an obligation not to disclose confidential information in his/her possession.

6.1.12 If an employee fails to perform work or performs it improperly without justifiable reason, or has caused damage to the Employer through other unlawful, culpable conduct, the employee is obliged to compensate the Employer for the damage.

- 6.1.13 It is the employee's responsibility to comply with the requirements of external and internal laws and regulations on occupational safety and health.
- 6.1.14 It is the employee's responsibility to improve his/her qualification by attending workshops and courses, in agreement with his/her direct manager, and by keeping up-to-date with the media on work-related matters;
- 6.1.15 It is the employee's responsibility to take care of his/her health, and to undergo mandatory health checks within the prescribed time limits;

6.2. Responsibilities of the Employer:

- 6.2.1 organise the work of employees in compliance with the requirements of the laws and regulations governing employment legal relationships and the rules of labour protection, as well as the requirements of the AAL internal laws and regulations;
- 6.2.2 respect the Employer's obligations and rights stipulated in the Employment Agreements of employees;
- 6.2.3 organise the drafting of job descriptions, defining the duties of each post in the job description, which should be communicated to the employee before the conclusion of the Employment Agreement;
- 6.2.4 approve the annual leave schedule by 1 May of the respective year;
- 6.2.5 organise mandatory health examinations in accordance with the procedure laid down in Regulation. No 219 of the Cabinet of Ministers of the Republic of Latvia of 10 March 2009 "Procedures for the Performance of Mandatory Health Examinations";
- 6.2.6 encourage personnel development and continuous professional development by providing the necessary funding for personnel training and team events;
- 6.2.7 organise and implement a system for the evaluation of general personnel; evaluation of qualification of the academic personnel is carried out in accordance with the requirements set out in the Law on Higher Education Institutions and the Cabinet of Ministers' Regulations;
- 6.2.8 when recruiting an employee, acquaint him/her with these Regulations and other internal laws and regulations;
- 6.2.9 establish a Finance and Labour Commission to deal with questions relating to the granting of bonuses, allowances, gratuities and other incentives to employees;
- 6.2.10 ensure that these Regulations are observed and complied with.

7. EMPLOYEE CONDUCT PROVISIONS

- 7.1 Employees are obliged to observe generally accepted ethical norms as well as the Code of Ethics of the AAL in their relations with colleagues, students and visitors.
- 7.2 In relations with colleagues, students and visitors they must act with courtesy, kindness, helpfulness, respecting their rights and responsibilities, and without taking advantage of the ignorance or mistakes of other employees or members of the public.
- 7.3 In situations of conflict, employees should act impartially, weighing up the arguments of the parties and seeking to resolve the conflict. If the employee or the Employer is at fault in a conflict situation, they should admit their mistakes and try to make amends.

7.4 In the performance of his/her duties, an employee shall not take personal interests into account, shall not influence other persons for personal gain, shall not use official position and information acquired in the performance of his/her duties.

7.5 An employee shall not disclose confidential information about students, other employees or work duties to a third party without proper authorisation or use it for personal interests.

7.6 Employees have a duty to be loyal to the Employer and to their colleagues and not to interfere with other employees in the performance of their duties with their behaviour or actions.

7.7 Employees are also obliged to comply with the following rules of conduct:

7.7.1 care for the prestige of the AAL, to contribute to the reputation of the institution by their conduct both during and outside working hours;

7.7.2 keep their workplace tidy, as well as observe order and tidiness in all areas of the establishment;

7.7.3 take care of the property and material assets entrusted to them or placed at their disposal.

8. OCCUPATIONAL SAFETY PROVISIONS

8.1 The Employer shall organise a system of occupational safety and health protection in the departments of the AAL, which shall include:

8.1.1 assessing work environment risks;

8.1.2 monitoring the work environment;

8.1.3 consulting and involving employees in improving workplace safety.

8.2 The Employer shall take measures to ensure:

8.2.1 compliance of the working environment with national fire safety regulations;

8.2.2 maintaining of the workplace clean and tidy.

8.3 The AAL shall arrange for each Employee to receive an occupational safety briefing in relation to his/her workplace and the work to be performed. Such briefings shall be given at the start of work, when the nature of the work or working conditions change, when new or old work equipment is used or replaced, or when new technology is introduced. Briefing of employees shall be adapted to changes in the risks of the working environment and repeated periodically.

8.4 When organising activities to ensure fire safety and occupational protection, the Employer shall, by order, designate the persons responsible for fire safety and occupational safety specialists who shall organise and control fire safety and occupational protection measures and carry out internal monitoring of the working environment.

8.5 Employees have a duty to take care for their own safety and health at work and for the safety of those affected by their work.

8.6 The Employer shall ensure that accidents at work are investigated and recorded in accordance with the requirements of the laws and regulations in force in the Republic of Latvia.

9. Awards for success at work

9.1 For quality performance of the employee's duties, contribution to the development of the AAL, long-standing and honest work and other achievements:

9.1.1 Honorary title of the AAL "Emeritus Professor" can be allocated in accordance with the regulations approved by the AAL Senate;

9.1.2 Honorary title of the AAL "Best Lecturer of the Year" can be allocated;

9.1.3 Certificate of Recognition of the AAL Rector can be awarded;

9.1.4 Gratitude from the Rector of the AAL can be expressed;

9.1.5 Cash prize can be awarded in accordance with the laws and regulations;

9.1.6 Direct manager, Head of the respective Department or the Student Council can recommend the Employer to award the employee;

9.1.7 The decision on the awarding of the personnel shall be taken by the Finance and Labour Commission of the AAL, which shall be established by order of the Rector and shall operate in accordance with the Statutes.

10. RESPONSIBILITY FOR NON-COMPLIANCE WITH THE WORKING PROCEDURE REGULATIONS

10.1. For failure to comply with the working procedure regulations, terms of the employment agreement, failure to perform or negligent performance of the duties set out in the job description, failure to comply with the orders of the Employer and the instructions of the employee's direct manager and other breaches of employment, the Employer may:

10.1.1 issue an oral or written reprimand to the employee;

10.1.2 apply disciplinary action, such as note or reprimand;

10.1.3 dismiss the employee from work in accordance with the provisions of the Labour Law in the event of a labour offence.

10.2 If the Employer decides to impose a disciplinary sanction to the employee, the severity of the sanction depends on the seriousness of the offence and its consequences.

10.3 Only one disciplinary sanction may be imposed for each offence. Disciplinary sanctions shall be imposed by written order of the Rector.

10.4 Before disciplinary action is taken, the Head of Department of Personnel shall:

10.4.1 inform the employee in writing of the nature of the offence;

10.4.2 request a written explanation from the employee for the offence;

10.4.3 the Rector shall decide whether or not to impose disciplinary sanction on the employee. An employee's refusal to give an explanation shall not preclude disciplinary sanction.

10.5 In choosing a particular type of measure, the Employer shall assess the gravity and significance of the misconduct for the interests of the institution, as well as assess circumstances under which it was committed. The quality of the employee's previous work is also taken into account when imposing disciplinary action.

10.6 The remark or reprimand shall be issued not later than one month from the date on which the misconduct was discovered (not including any period of temporary incapacity for work, leave or absence for other justifiable reasons).

10.7 The employee shall have the right to have the remark or reprimand annulled in accordance with the procedure laid down in Section 94 of the Labour Law if the circumstances mentioned in the remark or reprimand are not true or do not relate to a breach of the working procedure or the Employment Agreement.

10.8 If a new misconduct is committed during the period of disciplinary action, the Employer may proceed with the termination of the Employment Agreement in accordance with the procedure laid down in the Labour Law.

10.9 If, within one year from the date on which the remark or reprimand was made, the employee has not received a further remark or reprimand, the employee shall be deemed not to have been disciplinary punished.

11. Procedures for dealing with applications, complaints, proposals and labour disputes

11.1 Employees have the right, individually or collectively, to submit applications, complaints and proposals and to receive a substantive response from AAL officials. Written applications, complaints and proposals must state the name, place of residence, telephone number, department and position of the applicant and be signed and dated by the applicant.

11.2 applications, complaints and proposals shall be submitted in the following order:

11.2.1 at first applications, complaints and proposals are submitted to the Head of the Department. The Head of the Department shall consider and reply to complaints from an employee concerning the protection of rights and interests which have been infringed within seven (7) days of receipt, and shall reply to applications and proposals within thirty (30) days of receipt.

11.2.2 if the applications, complaints and proposals are not resolved at the level of the Department or are disregarded, the interested person has the right to address the AAL management in writing by registering the application, complaint or proposal with the Rector's Office. Rector shall consider and reply to complaints from an employee concerning the protection of rights and interests which have been infringed within seven (7) days of receipt in the Rector's Office, and shall reply to applications and proposals within thirty (30) days of receipt in the Rector's Office.

11.2.3 If the Rector's Office receives a complaint which is to be dealt with first in accordance with the procedure set out in Paragraph 11.2.1, the Rector's Office shall refer the complaint to the Head of Department, informing the person submitting the complaint, except where the complaint concerns the Head of Department.

11.2.4 The Rector's decision in the complaint procedure may be appealed to the AAL Ethics Committee or to a court.

11.2.5 Violations of the Code of Ethics of the AAL and complaints concerning this area shall be examined by the Ethics Committee in accordance with the procedure laid down in its Statutes. If the complaint is received in the Department or Rector's Office concerning a breach of the Code of Ethics, the recipient has the right to refer the complaint to the Ethics Committee, informing the applicant and stating the reasons.

11.3 The AAL shall keep separate records of individual or collective written

applications, complaints and proposals from employees.

11.4 The employee has the right to participate in the examination of the complaint, to give an explanation and to express his/her views, if he/she so wishes.

11.5 If the application, complaint or proposal requires further examination or additional information, a reply may be prepared by notifying the employee within a longer period than that specified in p. 11.2.1 and 11.2.2.

11.6 An official shall not have the right to consider an application, complaint or proposal if he/she has a personal interest, direct or indirect, in the conflict or its outcome. If an official has a personal interest, direct or indirect, in the outcome of a review and has only discovered this after receiving an application, complaint or proposal, he or she is obliged to delegate the review to a higher official.

12. Final provisions

12.1 These Regulations have one Appendix - Information on supplements, bonuses, gratuities, social guarantees and criteria for their determination at the Art Academy of Latvia;

12.2 Appendix No. 1 to these Regulations shall apply to the general staff of the AAL. For academic staff, the Appendix shall apply to the extent not otherwise provided in these Regulations or in regulatory enactments;

12.3 Changes to these Regulations shall be made by a decision of the AAL Senate;

12.4 With the entry into force of these Regulations, the Working Procedure Regulations of AAL of 07.04.2005 becomes invalid.

Appendix No. 1
to the Working Procedure Regulations of AAL.

**Information on supplements, bonuses, gratuities, social guarantees
and the criteria for determining them at the Art Academy of Latvia**

Table 1

Information on supplements, bonuses and gratuities

No.	Type	Amount of the supplement, bonus or gratuity (EUR or %)	Grounds or criteria for awarding	Responsible person and action
1.	Supplement	Up to 30% of monthly salary	<p>1) In addition to his/her direct duties, he/she acts as a substitute for the absent employee and ensures the continuity of the duties of the substituted employee;</p> <p>2) For fulfilling duties of the vacant position;</p> <p>3) For fulfilling duties in addition to those set out in the job description;</p> <p>4) When substituting the manager.</p> <p>The determination of the supplement depends on the following characteristics of the position and the duties to be performed: intensity, complexity; level of responsibility; volume.</p>	<p>Direct manager: in agreement with the Rector, informs the Department of Personnel of the employee's additional duties, supplement and its amount.</p> <p>Department of Personnel prepares the order, informs the employee.</p>
2.	Supplement	Up to 20% of monthly salary	<p>If the employee is partly performing the duties of the employee to be substituted, he/she is independently carrying out technical duties, but the decision-making requires consultation with a higher-level professional.</p>	<p>Direct manager: in agreement with the Rector, informs the Department of Personnel of the employee's additional duties, supplement and its amount.</p> <p>Department of Personnel prepares the order, informs the employee.</p>
3.	Supplement	Up to 40% of the fixed monthly salary	<p>Section 14 (12) of the Law on Remuneration of Officials and Employees of State and Local Government</p>	<p>Direct manager: in agreement with the Rector, informs the Department of</p>

			<p>Authorities.</p> <p>Criteria:</p> <ol style="list-style-type: none"> 1. Competence, specific knowledge and significant work experience. 2. Work intensity, responsibility, working under increased stress and initiative. 	<p>Personnel of the employee's additional duties, supplement and its amount.</p> <p>Department of Personnel prepares the order, informs the employee.</p>
4.	Supplement	50% of the hourly rate of pay set for employee	For night work.	<p>Direct manager: in agreement with the Rector, informs the Department of Personnel of the employee's additional duties, supplement and its amount.</p> <p>Department of Personnel prepares the order, informs the employee.</p>
5.	Supplement or paid rest time	100% of the hourly rate of pay, or paid rest in accordance with the number of overtime hours worked, or additional days added to the leave.	<ol style="list-style-type: none"> 1) For overtime work; 2) For work on public holidays. 	<p>Direct manager: in agreement with the Rector, informs the Department of Personnel of the employee's additional duties, supplement and its amount.</p> <p>Department of Personnel prepares the order, informs the employee.</p>
6.	Bonus	<ol style="list-style-type: none"> 1. If the performance evaluation is "excellent", 75% of the employee's monthly salary; 2. If the performance evaluation is "very good", 65% of the employee's monthly salary; 3. If the performance evaluation is "good", 55% of the employee's monthly salary; 	Employees who are subject to an annual performance and results evaluation in accordance with the internal regulations may be paid an annual bonus within the financial resources available in the AAL budget.	<p>Reviewed and recommended by the AAL Finance and Labour Committee based on the employee's annual performance evaluation and the criteria set out herein.</p> <p>The Rector decides on the awarding</p> <p>Department of Personnel prepares the order, informs the employee</p>

7.	Gratuity	Up to a maximum of one month's salary per employee per calendar year	<p>For an important achievement (event) of the employee:</p> <ol style="list-style-type: none"> 1) Receiving a state award 2) Fine anniversaries of the employee (50; 60; 70; 80) 3) Fine anniversaries of the employment 4) Termination of employment relationship when employee retires. 	<p>Reviewed by the AAL Finance and Labour Committee based on the employee's annual performance evaluation and the criteria set out herein.</p> <p>The Rector approves the awarding</p> <p>Department of Personnel prepares the order, informs the employee</p>
8.	Scholarship	Paid mobility from 2 to 5 days Erasmus+ programme supports mobility of academic and non-academic staff for teaching and experience exchange in an Erasmus+ programme member state.	The aim of personnel mobility is professional development and the acquisition of useful knowledge and skills for professional development and integration into the study programmes and working environment of the Art Academy of Latvia.	<p>Reviewed and decided by the Assessment Committee established by the Rector's Order, in accordance with the LMA European Union ERASMUS+ Scholarship Competition Regulations</p> <p>Department of International Relations prepares the order, informs the employee</p>

Table 2

Information on social guarantees

No.	Type of social guarantees	Amount of social guarantees (euro or %)	Grounds or criteria for awarding	Responsible person and action
1.	Benefit	EUR 500.00 In the amount of minimum monthly salary	Due to the death of a member of the employee's family (spouse, child, parent, grandparent, adopter or adopted person, brother or sister) or dependent.	The employee submits an application to the Department of Personnel Department of Personnel prepares the order and informs the employee
2.	Benefit	In the amount of the monthly salary of the employee	In case of death of the person, paid to the family member or the person who took charge of the employee's funeral.	The direct manager informs the Department of Personnel Department of Personnel prepares the order and informs the employee
3.	Benefit	75% of the employee's monthly salary	Childbirth benefit is paid to a female employee who goes on maternity leave	The employee submits an application to the Department of Personnel Department of Personnel prepares the order and informs the employee
4.	Benefit	50% of the employee's monthly salary once a calendar year for an employee who has a disabled child under the age of 18.	In accordance with Section 3, Part 4, Paragraph 7 of the Law on Remuneration of Officials and Employees of State and Local Government Authorities.	On the basis of the information and documents provided by the employee, the Department of Personnel prepares the order and informs the employee.

	Leave benefit	<p>On the basis of the Section 3, Part 4, Paragraph 8 of the Law on Remuneration of Officials and Employees of State and Local Government Authorities, a benefit of up to 50 per cent of the monthly salary once a calendar year when going on annual paid leave, without surpassing the following amount of the monthly salary:</p> <p>1. employment up to 2 years A- 25% B- 20% C- 15%</p> <p>2. employment from 2 to 5 years A-30% B-25% C-20%</p> <p>3. employment from 5 to 10 years A-40% B-35% C-30%</p> <p>4. employment 10 years or more A-50% B-45% C-40%</p>	<p>Employee who are subject to an annual performance and results evaluation in accordance with the internal regulations of the AAL may be granted a leave benefit in the amount laid down in these Regulations.</p> <p>When deciding whether to grant the benefit, the following is taken into account: 1) the duration of the employee's employment at the AAL; 2) the results of the work performance (evaluation); 3) the financial resources available to the AAL. Leave benefit shall not be transferred to the following calendar year and shall not be reimbursed upon termination of the employment relationship, it is also not reimbursed in cases when the current leave has not been used.</p>	<p>Reviewed by the pecially created committee based on the employee's annual performance evaluation and the criteria set out herein.</p> <p>The Rector approves the awarding</p> <p>Department of Personnel prepares the order, informs the employee</p>
5.	Compensation	Up to EUR 170.00	Granted every two years if a medical examination (entry in the medical examination record) shows that the employee needs special vision correction	On the basis of the employee's application submitted in the Department of Personnel, a medical examination report on the need for glasses for the

			<p>equipment (glasses or contact lenses) to carry out his/her duties. Exceptionally, once a year, if there is a doctor's opinion on the need</p>	<p>performance of his/her duties and a receipt for the purchase of a vision correction tool; Department of Personnel prepares the order, informs the employee</p>
6.	Compensation	Reimbursement of communication expenses.	<p>For the performance of his/her duties a mobile phone may be allocated/purchased for the employee; mobile phone is provided under the name of AAL which pays all charges for communication services in accordance with the agreement of AAL with the communication provider</p>	<p>Determined by order of the Rector, if there is a justification for the performance of the duties. Purchase and provision organised by the Maintenance and housekeeping department</p>
7.	Compensation	Up to EUR 130.00 once a year.	<p>Purchase of specialised clothing needed for the performance of work duties of the employees of the Maintenance and housekeeping department:</p> <ul style="list-style-type: none"> Repairer; Electrician; Carpenter; Auxiliary worker; <p>For other employees only if</p>	<p>Employee approaches the direct manager at the Maintenance and housekeeping department with the application <u>before purchasing specialised clothing</u>. On the basis of the application of the employee approved by the direct manager, the Vice-Rector in Creative and Administrative work decides on payment (the order is drawn up by the Maintenance and housekeeping department)</p>

			justified and authorised by the Vice-Rector in Creative and Administrative work	Payment is made on the basis of an order and payment documents provided by the Employee, up to a maximum of EUR 130 per year
8.	Severance pay	To the extent provided by law	To the employee whose employment legal relationship is terminated on the basis of Section 100, Part 5, Section 101, Part 1, Paragraphs 6, 7, 8, 9, 10 or 11 of the Labour Law, or employment legal relationship is terminated upon mutual agreement.	Department of Personnel prepares the order. Paid to the employee not later than the last day of employment
9.	Health insurance	Within the financial resources provided for in the AAL budget, not exceeding the maximum amount of the insurance premium set by the regulatory enactments	In compliance with the Section 37, Part 2 of the Law on Remuneration of Officials and Employees of State and Local Government Authorities. For employees who have worked at the AAL for at least six months and who have AAL as their main workplace.	Procurement commissions organise procurement of health insurance services The Department of Personnel draws up a list of employees to be insured and organises the issuing of health insurance policies on the basis of an insurance contract
10.	Paid additional leave	if, according to the employee's assessment: 1. performance of work duties in all areas exceeds the requirements for the position (rating: excellent) - between five and ten working days; 2. if performance of work duties in certain areas exceeds the requirements for the position (rating: very good) -	In accordance with the Cabinet of Ministers Regulation No. 565, 21.06.2010, "Regulations on Social Guarantees of Officials and Employees of State and Local Government Authorities", Paragraph 103, general staff members who, in accordance with the internal laws and	The employee submits an application to the Department of Personnel regarding allocation of the additional leave, accompanied by a recommendation from the direct manager Reviewed by the Finance and Labour Commission . The

		<p>between four and nine working days; 3. if performance of work duties meets the requirements for the position (good), from three to eight working days.</p>	<p>regulations of the AAL, are subject to an annual performance and results evaluation and the evaluation received is "good", "very good" or "excellent", may be granted additional leave in the amount specified in these Regulations.</p> <p>In deciding whether to grant additional leave, the following is taken into consideration: 1) the results of the employee's evaluation; 2) the length of time worked; 3) the financial and human resources available to the AAL, and the organisation plans.</p> <p>Additional leave cannot be accumulated (transferred to other years). If it is not used during the current working year, employee loses rights to use it.</p>	<p>review shall take into account the employee's annual performance evaluation and the criteria contained in these Regulations.</p> <p>The Rector approves the awarding</p> <p>Department of Personnel prepares the order, informs the employee</p>
11.	Paid additional leave	<p>1 day - when having 1 child up to 14 years; 2 days - when having 2 children up to 14 years; 3 days - when having 3 or more children under 16 or a disabled child</p>	<p>In compliance with the Section 3, Part 4 of the Law on Remuneration of Officials and Employees of State and Local Government Authorities. Additional leave cannot be accumulated (transferred to other years). If it is not used</p>	<p>The employee submits an application to the Department of Personnel regarding allocation of the paid additional leave, accompanied by endorsement from the direct manager. If necessary, the employee shall</p>

		under 18	during the current working year, employee loses rights to use it.	submit the necessary documents to the Department of Personnel. Department of Personnel prepares the order, informs the employee
12.	Paid study leave	Study leave of up to 20 working days maintaining the determined salary is granted to employees for undertaking national examinations or developing and defending a thesis (including bachelor's, master's and doctoral thesis)	In compliance with the Section 44 of the Law on Remuneration of Officials and Employees of State and Local Government Authorities.	The employee submits an application to the Department of Personnel regarding allocation of the paid additional leave, accompanied by endorsement from the direct manager or added notice from the educational establishment. Department of Personnel prepares the order, informs the employee
13.	Paid academic leave	1. Academic leave may be granted every six years (per election period) for up to six months. 2. one three-month paid study leave for the preparation of the doctoral thesis;	Awarded only to academic staff in accordance with the "Regulations on the granting of academic leave to the academic staff of the Art Academy of Latvia"	
14.	Holiday granted to an employee	1 paid holiday	On the first day of school, on the occasion when the child in grades 1-4 starts school;	The employee submits an application to the Department of Personnel regarding allocation of the

		<p>3 paid holidays</p> <p>1 paid holiday</p> <p>3 paid holidays</p> <p>1 paid holiday for donor</p>	<p>Due to getting married;</p> <p>On the day of graduation, when the employee or his/her child graduates the educational establishment;</p> <p>Due to death of a spouse, parent or other close family member.</p> <p>In compliance with the Section 74, Part 1 of the Labour Law.</p> <p>When donating blood at a medical establishment, having informed the Employer in advance</p>	<p>paid holidays, accompanied by endorsement from the direct manager.</p> <p>Department of Personnel prepares the order, informs the employee</p>
15.	Professional development expenses	In 100% amount	<ol style="list-style-type: none"> 1) If the employee needs further training to obtain a certificate/attestation for the performance of his/her direct duties, 2) If the need for professional development is determined by the employee's annual evaluation, 3) If the employee will provide in-house training to other employees after the professional development 	<p><u>Before the professional development event</u>, the employee must submit an application to the Department of Personnel, together with a recommendation from his/her direct manager (or endorsement), the course programme, the amount of the fee and other documents as necessary.</p> <p>The Rector decides on the necessity and payment for</p>

			<p>training, 4) If the employee is assigned on study and experience exchange official travels.</p>	<p>courses according to the recommendation of the direct manager (for the employees of the Maintenance and housekeeping department, after the recommendation of the direct manager, the Vice-Rector in Creative and Administrative work).</p> <p>Department of Personnel prepares the order, informs the employee Following the decision, the AAL pays the course invoice or reimburses the employee's course fees on the basis of the payment documents submitted</p>
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