

RULES OF PROCEDURE

LUCIAN BLAGA" UNIVERSITY OF SIBIU

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CONTENT

CHAPTER I - GENERAL PROVISIONS	1
CHAPTER II - RULES ON COMPLIANCE WITH THE PRINCIPLE OF NON-DISCRIMINATION AND THE REMOVAL OF ANY FORM OF VIOLATION OF DIGNITY	2
CHAPTER III - COMPLIANCE WITH THE PRINCIPLE OF EQUAL OPPORTUNITIES AND TREATMENT BETWEEN WOMEN AND MEN	3
CHAPTER IV - EMPLOYER 'S RIGHTS AND OBLIGATIONS	4
CHAPTER V - EMPLOYERS 'RIGHTS AND OBLIGATIONS	6
CHAPTER V I - WORKING TIME AND REST TIME	8
SECTION 1 - WORKING TIME	8
SECTION 2 - ADDITIONAL WORK	10
SECTION 3 - WEEKLY BREAK AND HOLIDAYS	11
SECTION 4 - ANNUAL REST LEAVE AND OTHER EMPLOYEE LEAVE	11
CHAPTER VII - REWARDS	14
CHAPTER VIII - DISCIPLINARY BREACHES, FINDINGS AND APPLICABLE PENALTIES	14
CHAPTER IX - RULES OF HYGIENE AND OCCUPATIONAL SAFETY	19
CHAPTER X - PROCEDURE FOR RESOLVING INDIVIDUAL CLAIMS OR CLAIMS OF EMPLOYEES	22
CHAPTER XI - PROTECTION OF PERSONAL DATA OF EMPLOYEES	22
CHAPTER XII - TELEWORK REGULATIONS	24
CHAPTER XIII - FINAL PROVISIONS	25
STATEMENT	27

CHAPTER I - GENERAL PROVISIONS

ARTICLE 1

The Internal Regulations (ROI) establish provisions regarding the organization and discipline of work, based on Law no. 53/2003 - Labor Code (Title XI, Chapter I), as subsequently amended and supplemented, and the Education Law National no. 1/2011, as subsequently amended and supplemented, as well as the ULBS Charter, and aims to establish and maintain an appropriate climate for conducting business in good conditions in the higher education institution, respecting the specifics of the object of activity and the need for data protection and of the information , in accordance with the legislation in force.

ARTICLE 2

Employees "Lucian Blaga" University of Sibiu (ULBS) have the obligation to strictly observe the general and permanent rules of conduct and discipline, safety and health at work specific to the institution, rules established according to the provisions of this Regulation and which they will take note of .

ARTICLE 3

1. The rules of procedure shall apply to the following categories of staff employed under the ULBS:

- a) teaching staff, employed with a fixed-term or indefinite employment contract;
- b) research staff;
- c) auxiliary teaching staff;
- d) non-teaching staff.

(2) All ULBS employees are obliged to know the provisions of these Internal Regulations .

(3) The obligation to comply with the provisions of these Internal Regulations also applies to the persons in delegation or secondment, to the associated teachers invited to the "Lucian Blaga" University of Sibiu, as well as to the students who carry out specialized practice in the institution .

ARTICLE 4

The provisions of this Regulation may be supplemented by internal service rules, general or specific rules in the field of employee conduct , to the extent necessary, as well as by the job description. The provisions of the Internal Regulations are completed with the provisions inscribed in the individual employment contract.

CHAPTER II - RULES ON COMPLIANCE WITH THE PRINCIPLE OF NON-DISCRIMINATION AND THE REMOVAL OF ANY FORM OF VIOLATION OF DIGNITY

ARTICLE 5

(1) ULBS undertakes to comply with the fundamental principles of the freedom of choice of employment, occupation, occupation or activity to be performed by the employee and the prohibition of forced labor when concluding the individual employment contract.

(2) In the sense of those specified in par. 1, the employer will take into account the concrete requests of each person requesting employment and will order the employment in a certain position only depending on these requests and the professional training of the candidate.

ARTICLE 6

Within the labor relations of the institution, the principle of equal treatment for all employees works. Labor relations are based on the principle of consensuality and good faith.

ARTICLE 7

Any direct or indirect discrimination against an employee based on criteria of sex, sexual orientation, genetic characteristics, age, nationality, race, color, ethnicity, religion, political choice, social origin, disability, situation or family responsibility is prohibited. membership or trade union activity.

ARTICLE 8

The acts and deeds of exclusion, distinction, restriction or preference, based on one or more criteria provided in art. 7.

ARTICLE 9

The acts and facts apparently based on criteria other than those provided in art. 7, but which produce the effects of direct discrimination.

ARTICLE 10

ULBS employees enjoy working conditions appropriate to their work, social protection, safety and health protection at work, as well as respect for dignity and conscience, without any discrimination.

ARTICLE 11

ULBS employees have the right to the protection of personal data, as well as the right to protection against illegal dismissal.

CHAPTER III - COMPLIANCE WITH THE PRINCIPLE OF EQUAL OPPORTUNITIES AND TREATMENT BETWEEN WOMEN AND MEN

ARTICLE 12

(1) ULBS is committed to ensuring equal opportunities and equal treatment for all employees, women and men.

(2) Equal opportunities and equal treatment for women and men in employment shall mean non-discriminatory access to:

- a) employment in all vacancies or jobs and at all levels of the professional hierarchy;
- b) equal income for work of equal value;
- c) professional information and counseling, initiation, qualification, advanced training, specialization and professional retraining programs;
- d) promotion at hierarchical and professional level;
- e) conditions that comply with the norms of health and safety at work, according to the legislation in force;
- f) non-wage benefits, and social security and protection measures.

(3) The institution undertakes to ensure equal opportunities and treatment between employees, women and men, in employment relations relating to:

- a) announcing, organizing competitions or exams and selecting candidates for filling vacancies;
- b) concluding, suspending, modifying and / or terminating the legal employment relationship;
- c) establishing or modifying the attributions from the job description;
- d) establishing the salary;
- e) benefits other than wages, and social security and protection measures;
- f) professional information and counseling, initiation, qualification, advanced training, specialization and professional retraining programs;
- g) evaluation of individual professional performances;
- h) retraining and promotion;
- i) application of disciplinary measures;
- j) the right to join the union and access to the facilities granted by it;
- k) any other conditions of employment according to the legislation in force.

harassment, having as its object or effect shall constitute discrimination on grounds of sex:

- a) to create in the workplace an atmosphere of intimidation, hostility or discouragement for the affected person;
- b) to negatively influence the situation of the employed person in terms of professional promotion, remuneration or income of any kind or access to training and

professional development in case of his refusal to accept an unwanted behavior, related to sexual life ;

- c) maternity cannot be grounds for discrimination. Any less favorable treatment of a woman in connection with pregnancy or maternity leave constitutes discrimination. In order to be hired, it is forbidden to ask a candidate to present a pregnancy test and to sign a commitment that she will not become pregnant or that she will not give birth during the term of the individual employment contract.

(5) The dismissal cannot be ordered during the period in which:

- a) the employed woman is pregnant or on maternity leave;
b) the employee is on parental leave and care for the child up to 2 years old, respectively 3 years in the case of the disabled child;

The dismissal on the grounds of judicial reorganization or bankruptcy of the employer, in accordance with the law, is exempted from the application of the above provisions.

(6) It constitutes discrimination and the unilateral modification by the employer of the relations or of the working conditions is prohibited, including the dismissal of the employed person who submitted a notification or a complaint to the management of the institution or who filed a complaint to the competent courts to apply the provisions. Law 202/2002 and after the court sentence remained final, except for well-founded and unrelated reasons.

CHAPTER IV - EMPLOYER 'S RIGHTS AND OBLIGATIONS

ARTICLE 13

The employer ("Lucian Blaga" University of Sibiu) has the following *rights* :

- a) to establish the organization and operation the institution ;
b) to establish the corresponding attributions for each employee, in accordance with the law;
c) to make mandatory provisions for its employees , in accordance with the law;
d) to set the individual performance objectives of the employee;
e) to exercise control over the performance of duties;
f) to ascertain the commission of disciplinary offenses and to apply the corresponding sanctions , according to Law no. 53/2003 - Labor Code, of the Education Law National no. 1/2011, as well as of the present Regulation;
g) to pursue the raising of the professional qualification of the employees , their promotion in relation to the training and the results obtained .

ART . 14

The employer has the following *obligations* :

- a) to hand over to the contract staff a copy of the individual employment contract, prior to the beginning of the activity ;
- b) to inform the employees on the working conditions and on the elements regarding the development labor relations ;
- c) to ensure employees ' access to vocational training;
- d) to ensure the technical and organizational conditions taken into account in the elaboration of the labor norms, as well as the corresponding working conditions;
- e) to grant to the employees all the rights deriving from the law and from the individual employment contract, as the case may be;
- f) to pursue and ensure the payment of the pecuniary rights due to the staff within the terms and conditions provided by the legal provisions in force, to pay all the contributions and taxes in its charge, as well as to withhold and transfer the contributions and taxes due by employees , under the law ;
- g) to ensure the confidentiality of the personal data of its employees ;
- h) to issue, upon request, all documents attesting, as the case may be, the quality of the applicant within the institution , respectively the activity carried out by him, duration of activity , salary or allowance , seniority in work, profession, trade or specialty ;
- i) to ensure the necessary measures for the protection of safety and health employees , including through activities to prevent accidents at work and occupational diseases, according to the legal provisions;
- j) to follow and ensure the elaboration of the evaluations regarding the professional activity of the employees , according to the law;
- k) to provide the space and facilities necessary for the development activity for each employee;
- l) to maintain the confidentiality of the employee's pregnancy status and to ensure the safety and health at work of the pregnant employee and / or the mother, the breastfeeding mother by: preventing their exposure to risks or activities that may affect the health of the pregnant woman, mother or child. breaks necessary for breastfeeding, reduction of working time by two hours per day, change of job at the doctor's recommendation when the working conditions imposed by the employee's condition cannot be ensured;
- m) to adapt the buildings and constructions in use the university and the urban space corresponding to the needs and exigencies of the disabled persons in order to ensure their unrestricted access to the physical and informational environment , according to the provisions of Law no. 448/2006, republished, on the protection and promotion of the rights of persons with disabilities;

- n) to consult with the trade unions or, as the case may be, with the representatives employees regarding decisions that may substantially affect their rights and interests.

CHAPTER V - EMPLOYERS 'RIGHTS AND OBLIGATIONS

ARTICLE 15

The employees of the "Lucian Blaga" University of Sibiu have the following *rights* :

- a) remuneration of the activities established in the job description and other attributions , according to the legislation in force regarding the establishment of the salary rights and of the budgetary provisions approved annually by the ULBS Senate for this purpose ;
- b) weekly rest and annual rest leave, in accordance with the law;
- c) extra days off for people working in harmful and dangerous conditions ;
- d) material benefits, within the state social insurance, in case of temporary incapacity for work, maternity, maternal risk for the care of the sick child, for the recovery and strengthening of health , death, etc., in accordance with the legal provisions in force and the provisions of the Collective Labor Agreement (CCM);
- e) the right to equal opportunities and treatment;
- f) the right to safety and health at work;
- g) the right to access training programs and means;
- h) the right to respect for dignity ;
- i) the right to information and consultation;
- j) the right to take part in determining and improving working conditions and the working environment;
- k) the right of protection in case of dismissal;
- l) the right to collective and individual bargaining;
- m) the right to participate in collective actions ;
- n) the right to form or join a trade union;
- o) other rights provided by law.

ARTICLE 16

Employees "Lucian Blaga" University of Sibiu have the following *obligations* :

- a) to perform his duties with professionalism, loyalty, fairness and conscientiousness, and to refrain from any act which might prejudice the institution;
- b) to refrain from expression _ or expression own convictions political into the exercising powers it's up to them ;
- c) to answer , accordingly law , compliance powers what they have from their position , as well as a powers what is delegated to them;

- d) to comply _ _ dispositions given by the chiefs to which they are directly subordinated , except cases in which he appreciates that these provisions are illegal ;
- e) to keep confidentiality into the the connection with the facts , the information and the documents they take acquaintance into the exercising function ;
- f) not to ask or to accept, directly or indirectly, for They or for others , gifts or other advantages ;
- g) to their improve preparation professional either in the institution , or following advanced courses _ organizer into the this purpose ;
- h) to comply _ the work schedule of the institution ;
- i) to announce , personally or through other person , leadership institution , in the situation in which, for objective reasons or because _ sick , absent from work , in the day in which the absence takes place or into the the much more than 24 hours;
- j) to have an attitude dignified and fair , respectful , giving proof of initiative , creativity , constructive spirit , presence of mind, decision- making ability operative , diplomacy ;
- k) to brings to light Heads hierarchically anything wrong found , deviations or weights into the work , any type of work accident suffered ;
- l) to have a behavior fair and dignified into the the service relations , to help _ _ colleagues or Contributors into the fulfillment _ _ of service obligations and to be replaced _ into the the their specialty ;
- m) to smoke inside the institution only in specially designed spaces;
- n) to know and to follow occupational safety and protection and fire prevention and extinguishing policies ; _ _ _
- o) not to use the employer's working time or property for personal purposes;
- p) to maintain order and cleanliness in the workplace and within the institution;
- q) provide the employer, within the specified time, with all the information requested by him regarding the employee's activity at work;
- r) to use, in professional communication, the means and tools provided by the employer (service telephone, e-mail address, etc.);
- s) to bring to the attention of the hierarchical superior any deviation from the provisions of the present Regulation committed by other employees or visitors of the institution;
- t) Employees who are pregnant, have recently given birth or are breastfeeding have the obligation to go to the family doctor for a medical certificate attesting to their condition. If the employees do not fulfill this obligation and do not inform the employer in writing about their condition, he is exempted from his obligations provided in GEO no. 96/2003, except for those provided in art. 5, 6, 18, 23 and 25.
- u) to fully comply with the provisions of this Regulation.

CHAPTER V I - WORKING TIME AND REST TIME

SECTION 1 - WORKING TIME

ARTICLE 17

The working time is 40 hours per week and is valid for all staff (teaching, research, teaching assistant and non-teaching) of the "Lucian Blaga" University of Sibiu. At workplaces where, due to the specificity of the activity, there is no possibility to fit in the normal working time, specific forms of its organization are established, as the case may be, shift program or fractional program (for guarding activity, respectively for educational activity remote or low frequency, etc.).

ARTICLE 18

Saturdays and Sundays are usually days off. On workplaces where the shift schedule applies, rest days may be granted by rotation on days other than Saturdays and Sundays, provided that each employee receives at least once a month the successive weekly rest on Saturdays and Sundays, or cumulated over a longer period.

ARTICLE 19

In special situations, for some categories of staff (women with children in care, students in various forms of education, people with medical recommendations, etc.) specific work programs may be approved with other hours of starting the program. Also, if the activity is not disrupted, reduced work schedules may be approved, with the application of the legal provisions regarding seniority, rights and remuneration.

ARTICLE 20

(1) The work schedule of the teaching and research staff is carried out between 08:00 and 21:00, depending on the schedule of the teaching activities provided in the schedule and the schedule established by the management of the faculty for the development of administrative and research activities.

(2) The work schedule of the auxiliary and non-teaching staff starts at 07:30 and ends at 15:30. Where the situation requires it due to the specifics of the activity, the entry and exit times can be modified with the approval of the faculty management or the structure.

(3) Auxiliary and non-teaching staff will benefit from a lunch break between 11:45 and 12:00, the duration of which is part of the normal working hours.

ARTICLE 21

(1) The presence of the teaching staff is done monthly by the director of the department, through the report of the department. The report is drawn up in accordance with the attached form (Annex no. 1) and includes information on the performance of duties by teachers, as well as information on teachers who are temporarily incapacitated for work, rest leave, unpaid leave or for special events and other situations. The department's report must be accompanied by supporting documents (requests for leave, travel arrangements, certificates of incapacity for work, etc.). The report of the

department is approved by the dean of the faculty and sent until the 1st of the following month to the Payroll Office in order to make the payment . activities performed.

(2) highlight activities performed by tenured or associated teachers is based on the hourly payment statement (Annex no. 2). The hourly pay statement is completed by the tenured or associated teachers, in accordance with the hours provided in the "Statement of duties - Hourly pay" approved and with the teaching activities actually supported . The performance of the declared teaching activities is confirmed by the director of the department and is approved by the dean of the faculty . Hourly payment statements are submitted by the 1st of the following month to the Human Resources and Payroll Service (SRUS), in order to make the payment . activities performed.

(3) Highlighting the presence of the auxiliary and non-teaching staff will be done daily in the attendance card in which the employees sign on arrival and departure or based on the access control system based on the service card. The attendance card is located at the headquarters of the faculties , the secretariat of the General Administrative Directorate , structures, services, offices and student dormitories for the auxiliary and non-teaching staff. The management of the institution , as well as the SRUS staff have the right to carry out verifications regarding the registrations in the conditions. Delays and absences from the program will be noted in the attendance report , specifying whether they are motivated or not. If the delay or absence was due to an unforeseen situation or to reasons beyond the control of the employee (illness, accident, force majeure , etc.) the employee has the obligation to notify the head of the hierarchy as soon as possible, but not later than 24 hours. If the previous provision is not complied with, the delay or absence constitutes an unjustified absence .

(4) Any untrue entry in the proven attendance card entails disciplinary sanction .

(5) Any deviation of the teachers from the timetable and from the other forms of programming of the didactic activities - with the exception of the rescheduled activities - entails the disciplinary sanction. The rescheduling of an activity can only be done on the basis of a written request to the department director and his agreement. The management of the department, the faculty and the university have the right to verify, including through unannounced visits, the development of teaching activities in relation to the schedule and other forms of programming.

(6) The heads of departments will draw up on a monthly basis the collective attendance sheet in accordance with the actual presence at the working hours (including night hours) of the subordinate employees , attendance recorded in the attendance card .

attendance sheet (Annex no. 3) will be handed over to the Human Resources and Payroll Service until the 1st of the following month. Attached to it will be submitted supporting documents regarding the time not worked (requests for rest leave, unpaid leave - Annex no. 4 -, medical leave certificates, etc.). The attendance sheet , together with the attached

documents, represent documents that are the basis for calculating the rights of the nature of staff costs (meal vouchers, salaries, allowances).

SECTION 2 - ADDITIONAL WORK

ART. 22

(1) Overtime may be performed and rewarded in the cases and under the conditions provided by the Labor Code, the Collective Labor Agreement and other special normative acts in force.

(2) The Labor Code defines overtime as work performed outside the normal weekly working hours of 40 hours.

(3) The performance of additional work is performed only with the consent of the employee; the exception is only the cases of force majeure and for carrying out urgent works designed to prevent accidents or remove the consequences of an accident.

(4) Overtime is performed only at the request of the employer, and the maximum duration of working time may not exceed 48 hours per week, including overtime. This means that the average overtime for a week does not exceed 8 hours. By way of exception , the weekly working time may be extended beyond 48 hours per week, provided that the average number of hours worked in the one-month reference period does not exceed 48 hours.

(5) Overtime shall be compensated by paid overtime in the next 60 calendar days after its completion. If it is not possible to compensate with appropriate free time and to the extent of being included in the funds provided for this purpose, the payment of overtime will be resorted to according to art. 123 of the Labor Code, corroborated with other special normative acts in force that regulate the payment of overtime.

(6) The additional hours will be highlighted in the collective sheet of additional attendance . The collective attendance sheet in which the overtime hours were recorded and the report approved by the management of the institution will constitute the documents on the basis of which their payment will be made or the corresponding free time compensation.

SECTION 3 - WEEKLY BREAK AND HOLIDAYS

ARTICLE 23

(1) The weekly rest is granted in two consecutive days, usually on Saturday and Sunday.

(2) In case of urgent activities or whose immediate execution is necessary to organize measures to rescue the persons or property of the employer, to avoid imminent accidents or to remove the effects that these accidents have produced on materials, installations or buildings of the unit, the weekly rest may be suspended for employees who need to be involved in the execution of these works.

(3) At workplaces where the shift program is applied, rest days may be granted by rotation on days other than Saturdays and Sundays, provided that each employee benefits at least once a month from the successive weekly rest on Saturdays. and Sunday, or cumulatively over a longer period.

ARTICLE 24

(1) The days of legal holiday in which one does not work are those provided by art. 139 of Law no. 53/2003 - Labor Code.

(2) In the case of the days corresponding to each of the two annual religious holidays, thus declared by the legal religious cults, other than the Christian ones, the granting of days off for the employees belonging to these cults is done by the head of the institution.

SECTION 4 - ANNUAL REST LEAVE AND OTHER EMPLOYEE LEAVE

ARTICLE 25

The right to paid annual leave is guaranteed to all employees.

ARTICLE 26

The teaching staff benefits from an annual rest leave, which lasts 62 working days, corresponding to the actual time worked during the year. The rest leave is scheduled during the university holidays. The scheduling of rest leave is done annually, before the beginning of the academic year, depending on its structure and is approved by the University Senate.

ARTICLE 27

(1) The research staff, auxiliary and non-teaching staff benefit annually from rest leave depending on the actual time worked during the year and the total seniority in work, as follows:

0-5 years	21 working days
5-15 years	24 working days
over 15 years	28 working days

(2) Starting with 01.01.2020, the research staff , auxiliary and non- teaching teacher benefit annual rest leave __ additional 6 days WORKING compared to those specified in par . (1).

ARTICLE 28

The scheduling of rest leave is done individually, by each organizational structure separately, with the consultation of employees, at the end of each year, for the following year. Proposals for the scheduling of rest leave shall be drawn up by the head of each structure and approved by the Board of Directors. When scheduling the rest leave, it will be taken into account that one of the installments will be of at least 10 working days.

ARTICLE 29

Holidays are staggered throughout the year. The rest leave will be scheduled in such a way as not to disturb the good development of the activity and to take into account the interests of the employees.

ARTICLE 30

Annual leave is mandatory for all employees until December 31, this year. The employer is obliged to grant leave, until the end of the following year, to all employees who in a calendar year have not fully completed the rest leave to which they were entitled.

ARTICLE 31 The annual leave may be interrupted or rescheduled, within the same calendar year, in the following situations:

- a) during the period of temporary incapacity for work proven with the certificate for temporary incapacity for work;
- b) during prenatal or postnatal leave;
- c) when the presence of the employee at work is required by the written order of the management for unforeseen service needs;
- d) if the employee so requests and the interests of the service allow it;
- e) in case of force majeure.

ARTICLE 32

(1) The unperformed rest leave, due for the period worked to the employees whose employment contract has ended, will be compensated in money.

(2) In case of death of the employee, the amount representing the monetary compensation of the unpaid rest leave will be granted to the family members (husband, children, parents).

(3) The institution may not claim the amount of money paid corresponding to the rest leave already taken in cases where the individual employment contract has ended as a result of:

- a) termination of the employment contract pursuant to Article 56 (c) of the Labor Code, as a result of the cumulative fulfillment of the conditions of old-age pension, early retirement or invalidity pension.
- b) death.

ARTICLE 33

Any agreement by which the rest leave is waived in whole or in part is prohibited.

ARTICLE 34

(1) Apart from the rest leave, the employees have the right to paid days off, in case of special family events or in other situations . Holidays __ for event special are not included into the time rest leave . _

- a) the employee's marriage - 5 working days;
- b) the birth of a child - 5 working days + 10 working days if he attended a childcare course;
- c) marriage of a child - 3 working days;
- d) death of the spouse , father-in-law, mother-in-law, child, parents , grandparents, siblings , employees of the employee or other dependents - 5 working days;
- e) change of job with change of domicile / residence - 5 working days;
- f) change of address - 3 working days;
- g) child health care - 1 working day (for families with 1 child or 2 children), respectively 2 working days (for families with 3 or more children), according to Law 91/2014 on granting one working day per year for care child health .
- h) blood donation - 2 working days.

(2) The allowance granted for paid days off in case of special family events or in other situations will be calculated at the level of the rest leave allowance enjoyed by the employee at the time of granting.

ARTICLE 35

On request the employee is granted a number of hours of consent free the payment into the next situations :

- a) making of analyzes physician or a _ treatment medical;
- b) summons into the face the court ;
- c) other situations when the employee requested and the activity of the institution allows.

ARTICLE 36

(1) The management of the University may grant unpaid leave, at the request of the employee, in accordance with the provisions of the Collective Labor Agreement and of LEN no. 1/2011, provided that they do not affect the proper conduct of the activity of the department to which the applicant belongs.

(2) The teaching , research, auxiliary and non-teaching staff may not go on unpaid leave without the written consent of the management. Any violation in this regard entails sanctioning according to ROI.

CHAPTER VII - REWARDS

ARTICLE 37

The employees of the institution are rewarded for the correct and timely fulfillment of the service attributions provided in the job description with monthly salary, according to the legislation regarding the salary in force.

ARTICLE 38

The salary is set into the function of:

- a) the hierarchical position of the position in the organizational chart of the institution;
- b) salary scale,
- c) the complexity of the job duties, the related responsibilities and the individual professional performances achieved, according to the evaluation.

The evaluation of the professional performances is made annually, according to the evaluation procedure, based on the criteria provided in the evaluation sheets, as well as on the way of fulfilling the obligations of the employees mentioned in the job description.

ARTICLE 39

(1) In addition to the salary rights, the staff employed within the institution has the right, depending on the job, to the increases provided by the legislation in force.

(2) For special merits, such as creative initiatives, bringing new funds to the institution's budget, saving existing ones, etc. the staff employed may be rewarded by awarding prizes or other rewards, in accordance with the law.

(3) The teaching, research and auxiliary teaching staff may benefit from the merit gradation granted by competition, according to the procedure approved by the University Senate.

CHAPTER VIII - DISCIPLINARY BREACHES, FINDINGS AND APPLICABLE PENALTIES

ARTICLE 40

(1) Employees are liable for acts committed in connection with work, consisting of actions or inactions committed with guilt, by which they violated the legal norms, the internal regulations, the individual employment contract, the applicable collective labor contract, the orders and the legal dispositions of the hierarchical leaders.

(2) The following constitute disciplinary offenses:

- a) violation of the rules on compliance with the principles of non-discrimination and the removal of any form of violation of dignity ;
- b) non-compliance with the work schedule, delays or departures before the end of the program, without the consent of the hierarchical boss ;
- c) repeated leaving the job without the approval of the hierarchical boss ;
- d) unmotivated absence;

- e) non-compliance with order, cleanliness and discipline at work;
- f) failure to appear at the compulsory medical examination;
- g) unauthorized access to forbidden places;
- h) irrational operation of work equipment;
- i) improper or insulting attitude towards the management of the institution , colleagues and subordinates;
- j) incitement to acts of indiscipline or insubordination on a hierarchical line;
- k) the execution of works foreign to the interest of the service, during the working hours and using the endowment of the institution ;
- l) theft, beatings, inappropriate vocabulary, refusal to submit to control over the consumption of alcoholic beverages or substances that may cause behavioral disorders are particularly serious offenses and are punishable by disciplinary termination of the individual employment contract.
- m) direct or indirect discrimination against an employee based on criteria of sex, sexual orientation, genetic characteristics, age, affiliation national , racial, color, ethnicity, religion, political choice , social origin, disability, situation with formal responsibility, membership or trade union activity. Any violation of the personal dignity of employees by others employed by creating degrading, intimidating, hostile, humiliating or offensive environments, through discriminatory actions are sanctioned according to the gravity of the facts.
- n) non-execution on time of the works corresponding to the position he / she holds, in accordance with the job description;
- o) serious or repeated breach of duty;
- p) unjustified refusal to comply with the provisions received from the hierarchical boss ;
- q) disclosure of confidential data concerning the institution , the disclosure of which would harm it;
- r) any other acts or facts that may harm the image or interests provided by law of ULBS.

(3) The following acts are considered disciplinary offenses, if they are not committed in such conditions as to constitute, according to the law, offenses :

- a) non-compliance with occupational safety and health regulations, fire prevention and extinguishing;
- b) endangering security or negligence by deliberate acts institution , place of work, staff or damage;
- c) causing material damage to ULBS;
- d) stealing or favoring the theft of material goods or objects belonging the institution or its staff;
- e) intentional destruction of property.

(4) The disciplinary investigation procedure and the disciplinary liability are provided by Law no. 53/2003 - Labor Code, by Law no. 1/2011 and this Regulation.

(5) The disciplinary sanction shall be applied in relation to the gravity of the disciplinary misconduct committed by the employee, taking into account the following:

- a) the circumstances in which the act was committed ;
- b) employee's degree of guilt ;
- c) consequences of disciplinary misconduct;
- d) the general behavior of the employee in the service;
- e) any disciplinary sanctions previously suffered by the employee.

ARTICLE 41

(1) Pursuant to Law 53/2003 - Labor Code, with subsequent amendments and completions, and in relation to the gravity of the disciplinary violation committed, the sanctions that are applied within the institution for non- *teaching staff* are:

- a) written warning;
- b) demotion from the position , with the granting of the salary corresponding to the position in which the demotion was ordered, for a period that cannot exceed 60 days;
- c) reduction of the basic salary for a period of 1-3 months by 5-10%;
- d) reduction of the basic salary and / or, as the case may be, of the driving allowance for a period of 1-3 months by 5-10%;
- e) disciplinary termination of the individual employment contract.

(2) The disciplinary sanctions applied to this category of personnel shall be automatically deregistered within 12 months from the application, if a new disciplinary sanction is not applied to the employee within this term. The cancellation of disciplinary sanctions is established by the employer's decision issued in writing.

ARTICLE 42

For *teaching, research* and *auxiliary teaching staff* the sanctions that are applied are those provided by art. 312 of the Education Law National No.1 / 2011:

- a) written warning;
- b) reduction of the basic salary, cumulated, when applicable, with the management, guidance and control allowance ;
- c) the suspension, for a determined period of time, of the right to enter a competition for a higher teaching position or of a management, guidance and control position , as a member of doctoral, master's or bachelor 's commissions ;
- d) dismissal from the position of leader in education ;
- e) disciplinary termination of the employment contract.

(2) If the disciplinary sanctioned person based on the provisions of LEN (teaching, research and auxiliary teaching staff) does not commit any disciplinary violation within one year from the application of the sanction, improving his behavior and activity, the

authority that applied the sanction may order the lifting and cancellation of the sanction, making the appropriate mention in the personal service of the person in question.

ARTICLE 43

The right to apply disciplinary sanctions for non-teaching staff belongs to the head of the institution, at the proposal of the heads of jobs. For the teaching, research and auxiliary teaching staff, the provisions of art. 313 of the Education Law National no. 1/2011.

ARTICLE 44

When establishing the sanction, the causes and gravity of the deed will be taken into account, the circumstances in which it was committed, the degree of guilt of the person in question, the consequences of disciplinary misconduct, the general conduct of the employee, any disciplinary sanctions previously suffered by to him.

ARTICLE 45

(1) According to the provisions of the Labor Code and the Education Law National no. 1/2011, disciplinary sanctions cannot be ordered before a disciplinary investigation is carried out.

(2) In order to carry out the preliminary disciplinary investigation, the employee shall be summoned in writing by the person empowered by the head of the institution to carry out the investigation, specifying the object, date, time, and place of the meeting. Failure to present the employee at the convocation, without an objective reason, will lead to the application of the sanction, without carrying out the preliminary disciplinary investigation.

ARTICLE 46

During the preliminary disciplinary investigation, the employee has the right to formulate and support all defenses in his favor and to offer to the person empowered to carry out the investigation all the evidence and motivations he deems necessary, as well as the right to be assisted, at his request, by a representative of the trade union of which he is a member.

ARTICLE 47

For the teaching and auxiliary teaching staff, the provisions of art. 314 of the LEN in view of the establishment of the commissions for conducting the disciplinary investigation.

ARTICLE 48

contraventional, criminal or patrimonial liability does not exclude the disciplinary liability for the committed deed, if by this one the work obligations or the rules of conduct have been violated.

ARTICLE 49

(1) The disciplinary sanctions shall be established by a *written decision*, issued for this purpose, within 30 calendar days from the date of notification by the management of the

institution about the commission of the disciplinary violation, but not later than 6 months from the date committing the act.

(2) The decision will include: the description of the deed that constitutes a disciplinary violation; specifying the provisions of the Internal Regulations, the Labor Code or the Education Law National no. 1/2011 which were violated by the employee; the reasons why the defenses made by the employee during the preliminary disciplinary investigation were removed or the reasons why the investigation was not carried out; the legal basis on which the disciplinary sanction is applied; the term within which the sanction can be challenged; the competent court to which the sanction may be challenged.

ARTICLE 50

(1) The sanctioning decision shall be communicated to the employee within 5 calendar days from the date of issue and shall take effect from the date of communication.

(2) The sanctioning decision shall be handed over personally to the employee, with a signature of receipt, or, in case of refusal of receipt, by registered letter, at his domicile or residence .

(3) The sanctioned person may appeal against the disciplinary sanction in writing , within 30 calendar days from the communication of the decision, to the competent court .

ARTICLE 51

(1) In case of finding the innocence of the employee sanctioned disciplinary or suspended from office , he has the right to a compensation equal to the part of the salary he was deprived of.

innocence of the sanctioned employee has been proved , the persons of bad faith who have determined the application of the disciplinary sanction shall be liable to disciplinary, patrimonial, civil and, as the case may be, criminal.

ARTICLE 52

If the institution has filed a criminal complaint against an employee or he has been prosecuted for criminal offenses incompatible with his position held , the management of the institution will order its suspension from office . No salary entitlements are paid during the suspension.

ARTICLE 53

The employees are patrimonially liable, based on the norms and principles of contractual civil liability, for the material damages caused to the institution through fault and in connection with their work.

ARTICLE 54

absences , as well as unmotivated absences for 5 consecutive working days are sanctioned with disciplinary termination of the individual employment contract.

CHAPTER IX - RULES OF HYGIENE AND OCCUPATIONAL SAFETY

ARTICLE 55

Blaga " University , the Internal Service for Prevention and Protection in the Field of Occupational Safety and Health (OSH) is organized and operates , according to the legislation in force.

The OSH service consists of a coordinator and staff with auxiliary duties , as a worker designated with safety and health at the level of each functional structure , according to the decision of the rector, based on the proposals made by the management of each functional structure .

The OSH service is organized and operates under the direct subordination of the rector of the University .

ARTICLE 56

At the level of "Lucian Blaga" University , the Committee for Safety and Health at Work (CSSM) is established , in accordance with the legal provisions in force and in the following composition :

- a) president - the rector of the University ;
- b) 7 representatives of the University ;
- c) 7 representatives of the University workers ;
- d) occupational medicine doctor;
- e) a secretary - the coordinator of the OSH Service.

ARTICLE 57

The employer's representatives in the Occupational Safety and Health Committee are appointed by the rector's decision for a period of two years, as follows:

- a) the 4 vice-rectors of ULBS;
- b) the principal general administrative ;
- c) 2 deans .

The workers' representatives in the CSSM are appointed by the rector's decision for a period of two years, following their election by and from the employees . university and in accordance with the distribution of the number of representatives by structures. The representatives of the workers with responsibilities in the field of safety and health at work must meet the minimum training requirements in this field corresponding to a higher level (according to art. 47-51 of GD no. 1425/2006).

The appointment of the workers' representatives in the CSSM is made by the community of workers within each organizational structure.

ART. 58

The employer has the obligation to ensure the access of the employees to the occupational medicine service, in order to prevent work accidents and occupational diseases, the effective supervision of the hygiene and health conditions at work, to ensure the medical control of the employees both at employment and during the execution of the individual employment contract.

ARTICLE 59

The employer has the obligation to take the necessary measures to protect life and health employees in all aspects of work.

ARTICLE 60

The employer has the obligation to provide training for his employees in the field of occupational safety and health .

ARTICLE 61

Workplaces must be organized in such a way as to ensure the safety and health of employees . In this regard, the employer must organize a permanent control of the condition of the materials used in the work process and is responsible for ensuring the conditions for providing first aid in case of accidents at work, for creating conditions to prevent fires, and for evacuating employees in case of accident. imminent danger.

ARTICLE 62

Each employee must be trained in the provisions of Law 319/2006 on safety and health at work. The training is carried out by the person with auxiliary attributions in the field of occupational safety and health within the university , at employment, respectively by the head of the structure, at work - at employment and periodically - during the employment contract, or at any change of the workplace.

Each employee shall be provided with protective equipment in accordance with the rules in force and shall be instructed in its use where appropriate.

ARTICLE 63

Employees have the following responsibilities :

- a) to observe the norms of labor protection and the measures of their application and to carry out the activity in such a way as not to expose to the danger of injury or occupational disease both his own person and the other persons participating in the work process;
- b) use machinery , equipment, tools, hazardous substances , transport equipment and other means of production correctly ;
- c) to use correctly the personal protective equipment provided;
- d) not to dismantle , modify, change or arbitrarily remove the own security devices of machines , apparatus, tools, technical installations and buildings and to use them correctly;

- e) to bring to light the hierarchical boss any technical failure or other situation that constitutes a danger of injury or occupational disease;
- f) to bring to light to the hierarchical boss the work accidents suffered by his own person and by other persons participating in the work process;
- g) to interrupt the activity in case of an imminent danger of an accident and to inform immediately the hierarchical boss ;
- h) to provide the information requested by the control and research bodies in the field of labor protection ;
- i) to bring to light to the hierarchical boss the accidents that occurred on the route between home and work and vice versa, as well as those caused during trips in the interest of work;
- j) to cooperate with the employer in order to make it possible to carry out the measures required by the legislation in force in this field and by the labor inspectors;
- k) to participate in labor protection activities .

ARTICLE 64

In case of danger (fire, natural disasters , war), the evacuation of the personnel in the established places will be done according to the plans of protection and extinguishing of fires and the plans of civil protection .

ARTICLE 65

introduction, consumption or distribution within the institution of substances which have the effect of producing behavioral disorders (eg alcohol, drugs, pharmaceuticals, etc.) is strictly prohibited .

People who show up at the beginning work schedule under the influence consume substances mentioned in the first aligned will not be admitted to work and will be sanctioned disciplinary according to the present Regulation .

ARTICLE 66

Smoking It is allowed no more into the the places specially established by the management institution , being strictly forbidden _ into the classrooms , seminar and laboratories . Failure to comply provisions this article is OFFENSE disciplinary .

ARTICLE 67

Provisions this chapter is supplemented by the provisions Laws safety and health into the work no. 319/2006, as well as with the norms and norms of protection work .

CHAPTER X - PROCEDURE FOR RESOLVING INDIVIDUAL CLAIMS OR CLAIMS OF EMPLOYEES

ARTICLE 68

Employees may address to the institution , in their own name, individual claims or complaints regarding the violation of the rights provided in the individual employment contract or in the collective labor contract. For the thorough and legal settlement of the individual requests or complaints of the employees , the institution orders the appointment of commissions, by a decision of the manager, to investigate and analyze in detail all the notified issues. Within 30 days of the registration of the request or individual complaint of the employee at the registry, based on the report of the commission, the institution shall communicate in writing the answer to the petitioner . The answer must indicate the legal basis of the solution adopted. Anonymous petitions or those in which the employee's identification data are not entered are not taken into account.

CHAPTER XI - PROTECTION OF PERSONAL DATA OF EMPLOYEES

ARTICLE 69

ULBS processes the personal data of employees provided by the legal regulations in force and necessary for their observance, for the following purposes:

- a) compliance with the clauses regarding the conclusion, performance and termination of the individual employment contract, including the discharge of the obligations established by law or by the collective labor contract;
- b) work planning, organization and record keeping;
- c) in order to ensure equal opportunities at work;
- d) ensuring health and safety at work;
- e) assessment of employees' work capacity;
- f) granting certain rights provided by the legislation in force regarding social assistance granted to employees with disabilities;
- g) statistical or other processing required by the management of the institution or by other state institutions empowered to do so;
- h) exercising the rights and obligations arising from the status of employee.

ARTICLE 70

By processing personal data means , but is not limited to , anything process or set of operations conducted on personal data , with or free use of means such as collection , registration , organization , structuring , storage , retrieval , consultation , use , disclosure through transmission , dissemination or making available _ into the any other way, alignment or combining , restricting , deleting or destruction .

ARTICLE 71

Into the the situation in which ULBS wishes to process personal data of employees _ into the other purposes than the specified in art. 69, the institution will request employees consent them .

ARTICLE 72

Employees requesting _ grant of facilities arising from the quality of its employee express consent for processing their personal data into the this purpose, with the request facilities .

ARTICLE 73

Employees can get information and clarifications into the connection with protection personal data addressed to the superior _ hierarchical or the person in charge of protection personal data designated at ULBS level . _

ARTICLE 74

ULBS employees have an obligation to inform immediate and detailed , in written , superior hierarchical or responsible for protection personal data in _ _ connection with anything ambiguity , suspicion or observation regarding protection _ _ own personal data _ _ or others _ employees , in connection with anything disclosure of personal data or _ _ into the connection with any incident of a nature to leads to disclosure personal data of which they are aware , in virtue duties _ _ or into the anything other circumstance .

If the danger regarding personal data is _ _ _ imminent , the information will be made more first verbally, through anything means of communication , and subsequently in written .

ARTICLE 75

Failure to do so REQUIREMENTS employees inform the ULBS management of the violation _ protection personal data is a violation _ _ disciplinary serious , which can attract sanction disciplinary .

ARTICLE 76

Employees who process personal data have an obligation not to undertake nothing of nature to bring touch protection necessary personal data of employees , students _ _ and others _ ULBS collaborators . processing personal data to which employees have access on the occasion ACCOMPLISHMENT duties _ _ into the other purposes it is strictly forbidden .

CHAPTER XII - TELEWORK REGULATIONS

ARTICLE 78

Telework means that the ULBS employee fulfills the duties specific to the position provided in the individual employment contract at the workplace organized by ULBS using information and communication technology.

In situations expressly provided for by the management of ULBS, in order to protect the employee, this job may also be his home. In these situations the consent of the employee is required.

ULBS sets the period for which teleworking is permitted.

ARTICLE 79

The work schedule of the employee who carries out the telework will be established by each structure separately with the agreement of the Board of Directors of ULBS.

ARTICLE 80

The managers of the structures decide, in accordance with the work schedule established for each employee who carries out telework and with the technologies used, the following aspects:

- a) the way of highlighting the time worked in this form of activity;
- b) the manner of verifying the fulfillment of the obligations by the employee;
- c) the program in which the heads of the structures carry out the verification of the way of carrying out the activities.

ARTICLE 81

ULBS ensures the protection of personal data to employees who work in the telecommuting system, respecting the provisions of art. 69 - 76 of these Rules of Procedure.

ARTICLE 82

In the event that the place where the ULBS employee carries out the activity in the telework system is organized in the spaces belonging to ULBS, the safety and protection of work will be ensured by ULBS in accordance with the provisions of art. 55 - 67 of these Rules of Procedure.

ARTICLE 83

In the event that the place where the ULBS employee carries out telework activities is his domicile, ensuring the safety and protection of work, as well as the protection of the elements related to his private life belongs entirely to the employee.

ARTICLE 84

The evidence of the working time of the employee who carries out his activity in the telework system will be made in compliance with the provisions of art. 21 of these Internal Regulations, and the responsibility for this record lies with the coordinator of the structure.

CHAPTER XIII - FINAL PROVISIONS

ARTICLE 85

The current regulation enters into force on and is supplemented by the provisions of the legislation in force and of the Collective Agreement Applicable work. Regulation The internal order will be processed with all the staff employed by the job leaders and will be made public through the official website of the University.

On the date of entry into force of these Rules of Procedure, approved by the Board of Directors on, the old Rules of Procedure shall be repealed. inner order.

The nexus no. 1

"Lucian Blaga" University of Sibiu

Faculty _____

APPROVED

DEAN,

DEPARTMENT REPORT

_____ **Department**

Through this departmental report we confirm that during the period 01-30 (31) of the month _____ (year) _____ the tenured teachers were present at work and performed their teaching and research tasks provided in the job descriptions.

As an exception to the above, we mention the following situations:

I. People who are unable to work:

Nr. crt.	Name and surname	function	Period of temporary incapacity for work		Remarks
			From	Up to	

II. People traveling abroad:

Nr. crt.	Name and surname	function	Travel period		Remarks
			From	Up to	

III. Other situations:

Nr. crt.	Name and surname	function	Duration of absence		Remarks
			From	Up to	

Department Director

(Name and surname) _____

(Signature) _____

"Lucian Blaga" UNIVERSITY OF SIBIU
FACULTY _____
Department _____

The nexus no. 2
APPROVED
Dean,

STATEMENT

The undersigned _____ having I replaced the function of _____ into the range from _____ until _____ as follows : _
Vacancy (s) of _____, no. _____ from the state of functions of the Department _____.

The replacement was performed as follows:

Nr. crt.	Nr. post	Date	Number of physical hours *				Coef. **	Conv. Hours	Year, group, semi -group
			C	S	L/A	P			
1.									
2.									
3.									
4.									
5.									
6.									
7.									
8.									
9.									
		TOTAL							

* For exams or colloquia, instead of no. hours, will pass no. of students examine .

** The coefficients are according to the table:

Coefficients	course	S / L / P / A
rule	2	1.0
CSA / Master	2.5	1.5

We certify that the hours stated above were performed by the declarant exactly as scheduled.

Department Director,
Name and surname _____
Signature _____

DECLARANT,
Name and surname _____
Signature _____

Annex 4

“LUCIAN BLAGA” UNIVERSITY OF SIBIU
Faculty / Structure _____

APPROVE
D
DEAN,

VACATION REQUEST

Undersigned..... assigned to the
Service / Department / Office , I hereby approve
you CO / unpaid days, for the period
....., days that I need to solve some personal problems.

Date

Thank you _

Signature

APPROVED / REJECTED - Department / Management / Service / Office
Management

Signature.....

Date