

# **RULES OF INTERNAL ORGANIZATION**

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## **CHAPTER I**

### **GENERAL PROVISIONS**

**Art. 1.** The regulations herein apply to the entire teaching, auxiliary teaching and non-teaching personnel, irrespective of the type and length of the employment contract, workplace and responsibilities, as well as to the personnel detached in the institution, and are set up in accordance with:

- a. The Labor Code, Law 53/2003 as subsequently amended;
- b. The Framework Law 284/2010 on the unique system of compensation for the personnel remunerated from public funds;
- c. The National Education Law 1/2011 – The status of the teaching and research personnel in higher education;
- d. Law 319/2006 on work safety and health;
- e. Law 544/2001 on free access to information of public interest (M.O. 663/23.10.2001);
- f. Law 202/2002 on equal opportunities for women and men, as republished;
- g. Order 3860/2011.
- h. The present internal regulations contain information of public interest and can be made available to every interested person, within or without the Bucharest National University of Arts.

**Art.2.** The leadership of the institution has the duty to ensure that the employees are acquainted and comply with the regulations of internal organization and the collective employment contract.

**Art.3.** The newly-employed personnel may start work only after they have internalized the rules concerning work safety standards and techniques, work hygiene, fire prevention and extinguishing, specific to their workplace, and only after they are made aware of the obligations in their job description, of the Rules of Organization and Operation and the Rules of Internal Organization of the Bucharest National University of Arts.

**Art.4.** The university forbids any form of gender discrimination regarding the access of women and men to all levels of instruction and professional training, professional improvement and, in general, to forms of continuous education.

**Art.5.** The principle of equal opportunities of men and women applies to labor, education, health, culture and information, participation in decision-making processes, as well as to other fields regulated through special laws, in agreement with the legal provisions currently in force.

## **CHAPTER II**

### **RIGHTS AND OBLIGATIONS OF THE EMPLOYER**

**Art.6.** In order to properly organize work and create optimal conditions for the development of all activities, as well as in order to maintain order and discipline, the university has mainly the following rights:

- a. To set out the organization and operation of the activities of the institution;
- b. To set the duties of each employee (the job description), in accordance with the nature of his/her position;

- c. To issue mandatory directions for each individual employee, in compliance with the law;
- d. To permanently manage and control through its leadership bodies the manner in which each employee performs his/her individual duties as stipulated in his/her job description.
- e. To take notice of violations of discipline and to enforce penalties in compliance with the law.

**Art.7.** The leadership of the university has mainly the following obligations:

- a. To ensure the legal framework for the employment of the teaching, auxiliary teaching and non-teaching personnel, in agreement with the legal provisions in force, through the conclusion of a written agreement;
- b. Employment is considered permanent after the termination of the probationary/trial/internship period stipulated by the legal provisions in force;
- c. To inform employees about conditions at work and about the development of work relations;
- d. To permanently guarantee the technical and organizational requirements for the optimal development of activities, to ensure the drafting of specific workloads;
- e. To guarantee and offer to all employees all the rights which result from the individual employment contracts and from the applicable collective employment contracts and other relevant laws in the field;
- f. To register the individual employment contracts with the General Registry of Employees, prior to the commencement of activities.
- g. To hand to each employee one copy of the individual employment contract prior to the commencement of activities;
- h. To issue, upon request, all the documents attesting to the capacity as employee of the solicitant;
- i. To guarantee the confidentiality of the employees' personal data;

- j. To draft and update, whenever necessary, the job descriptions for the auxiliary teaching and the non-teaching personnel until January the 30<sup>th</sup> of each year;
- k. To organize work through the establishment of a rational structure, through the distribution of employees to positions appropriate to their training, through the specification of the duties and responsibilities and, at the same time, through permanent control over the ways in which tasks are performed;
- l. The coordinating personnel (deans, heads of departments, the head secretary, the General Administrative Director, directors, heads of office) set out the tasks for the subordinate personnel through the drafting of jobs descriptions, and each employee is made aware of the tasks and responsibilities which result from the signing of said job description;
- m. To ensure the compliance with laws, decisions, orders, instructions, the decisions of the Senate, of the Administration Council and of other decision-making bodies in the university; it has the obligation to select and promote its employees and to set the criteria for the assessment and promotion of employees;
- n. To organize the employees' activities within the work schedule of the university, specifying the workplace and duties of each of the employees in agreement with his/her specialization;
- o. To ensure for the employees, depending on the profile of their work, the necessary conditions for the proper realization of their tasks, by ensuring an appropriate working environment;
- p. To ensure the good condition of the site, rooms, libraries, laboratories, heating system, lighting, ventilation, hygiene, so as to facilitate appropriate teaching and instruction, scientific research and internships;
- q. To guide teaching and non-teaching activities, stimulating both responsibility and the professional improvement of employees, so that the latter may achieve best results in their work;
- r. To guarantee compliance with the law, and make sure that current legislation regarding the activities and tasks of higher education institutions is strictly enforced;

- s. To organize activities of awareness raising regarding the main legal documents, to offer legal assistance through appropriate personnel;
- t. To guarantee the appropriate remuneration for each employee according to his/her professional position, training and work, in accordance with laws in force;
- u. To permanently and exigently guide and control the complete and due realization of professional tasks by each of the employees;
- v. To maintain the number of employees within the boundaries set by current legislation so as to ensure quality in teaching and learning, scientific research, internship; to forbid the use of employees, during their work schedule, in activities unrelated to their work duties, save for cases specifically provided for in the law or in exceptional cases;
- w. To ensure the conditions for proper compliance with norms of hygiene and work safety;
- x. To carefully examine and take into account employees' critical observations, suggestions and proposals in order to improve the activities in all departments, and to make sure that the employees are informed about the ways of resolving said issues;
- y. To ensure (according to pre-established plans) that all employees take their legal holidays;
- z. To guarantee, through the authorized department, the security of relevant sites, organizing the fire safety and the security of buildings according to the provisions of authorized official bodies;
- aa. To establish, through internal provisions, the places where secret works are carried out, the personnel which may be involved in such activities, guaranteeing the necessary conditions and the confidentiality of the documents;
- ab. To draft and endorse the passes for all employees, on an annual basis;
- ac. To analyze annually the professional activities of the teaching and non-teaching personnel and provide assessments on that basis;

- ad. To ensure the strict compliance with technical norms regarding the use of installations, devices and machinery, to provide them with proper measurement, control and automation equipment, to ensure their verification and maintenance;
- ae. To guarantee the selection and employment of personnel with the necessary qualifications for the different positions, as well as the organization of professional training and improvement, as well as the periodical examination of the knowledge and abilities of the personnel;
- af. To ensure compliance with regulations concerning work safety, fire prevention and extinguishing, to make sure that the relevant personnel are equipped with protection gear and that the work places are provided with appropriate equipment for the protection of installations, as well as with the relevant documentation necessary to this end;
- ag. To guarantee compliance with regulations regarding the use, storage and transportation of flammable products and of other dangerous materials, in compliance with the legal provisions currently in force;
- ah. To establish the areas where access or circulation is strictly forbidden or allowed under specific circumstances, as well as the areas where smoking or the carrying of cigarettes, matches, flammable materials or products is strictly forbidden;
- ai. To ensure the enforcement of order and security services in compliance with legal provisions, the establishment of rules regarding the entry in and exit out of the institution, the denial of access in the institution to personnel who come to work under the influence of alcoholic beverages;
- aj. To supervise the enforcement of measures regarding the prevention of damages, explosions and the due management of any technical malfunction which may arise in the work processes;
- ak. To guarantee the continuous improvement of the curriculum, course presentations and teaching methods;

- al. To ensure the development and modernization of the material basis for teaching and research, of laboratories, in order to enhance the formative and creative efficiency of the teaching process;
- am. To manifest interest in the development of, diversification of and capitalization on professional abilities, with an increased attention to the cultivation of values;
- an. To take measures regarding the organization and stimulation of scientific research activities;
- ao. To guarantee the protection of the intellectual property rights of the members of the academic community in the institution;
- ap. To take measures for the improvement of the teaching staff's professional training, through doctorates and scholarships, within national and international cooperation programs;
- aq. To take measures for the improvement of the auxiliary teaching and administrative personnel in positions where information changes frequently, through courses organized by authorized institutions;
- ar. To grant employees the benefits and rights stipulated in the legal provisions coming into force subsequent to the conclusion of their employment contracts;

### **CHAPTER III**

#### **RIGHTS AND OBLIGATIONS OF THE EMPLOYEES**

**Art.8.** The employed personnel have, on the duration of their employment agreements, the following rights and obligations:

**Art.9.** The employees have mainly the following rights:

- a. The right to be remunerated for their work;



- b. The right to a lunch break, to daily and weekly rest;
- c. The right to legal and annual holidays;
- d. The right to equal opportunities and equal treatment;
- e. The right to dignity in the workplace;
- f. The right to safety and health in the workplace;
- g. The right to access professional training;
- h. The right to be informed and advised;
- i. The right to be protected in case of dismissal;
- j. The right to individual and collective bargaining;
- k. The right to participate in collective activities organized within the provisions of the law.

Art.10. In the performance of their activities within the university, the employees have the following obligations:

- a. To comply with the work schedule and to use it in its entirety in order to meet the obligations which derive from the individual employment contract, the job description, the Charter, the Statute of the teaching personnel, the rules of internal organization and operation, and the internal regulations;
- b. To comply with the legal provisions regarding the confidentiality of information and of documents, of classified data or information;
- c. To come to work in full capacity; it is forbidden to come to work under the influence of alcoholic beverages, to bring to work or to consume alcoholic beverages during work hours;

- d. It is forbidden to smoke or to bring to work materials or products which may start fires or explosions in the areas where smoking or the use of said materials or products is strictly regulated;
- e. To be engaged in work relations based on mutual collaboration, understanding and support;
- f. To preserve in good order and in safe conditions documents and papers registered or received in the performance of one's duties;
- g. To internalize and comply with the regulations concerning the activities of their respective departments;
- h. To use the machinery, equipment and installations according to the working specifications in the relevant technical documentation or in the instructions for use;
- i. To comply with the regulations on health and safety in the workplace, as well as with those regarding the use of protection gear and of equipment for the prevention of fire or any other threat to the buildings, the installations or the life, bodily integrity or health of individuals;
- j. To notify their superiors as soon as they learn about the existence of irregularities, transgressions, difficulties or missing assets in storage, the supply chain of departments and services, in the maintenance of equipment, or about deviations of any other nature, and to provide special measures for the prevention of such occurrences to the best of their ability;
- k. Not to leave machinery unattended and installations turned on during work hours;
- l. Not to leave the workplace until their substitute has arrived; should the substitute fail to arrive in due time, the employee must notify his/her hierarchical superior, in order for the necessary measures to be taken;
- m. To preserve order and cleanliness in the workplace and to comply with the regulations and measures on protection, health and safety in the workplace;
- n. To perform the tasks associated to their positions and to be accountable for their realization within the established deadlines and conditions;

- o. On expiry or termination of contract, the employee shall do his best to duly fulfill all his/her remaining obligations in relation to the Bucharest National University of Arts;
- p. To carry daily the passes issued by the institution through the Department of Human Resources, to comply with the provisions of the individual and collective employment contracts, with the work schedule, established by the leadership of the University according to norms currently in force, with the duties of order and discipline in the workplace, and to strictly and duly carry out their work duties;
- q. To notify the hierarchical superior as soon as he/she learns about the existence of irregularities, transgressions, absences, difficulties or other dangerous occurrences which may affect one or the other participants in the work processes;
- r. Not to leave machinery or other goods in their care unattended and installations turned on during work hours, ;
- s. Not to leave the workplace without notifying their hierarchical superior;
- t. To comply with the legal provisions concerning trade secrets and the confidentiality of documents;
- u. To comply with the rules of access in the workplace whenever entry is allowed only in specific circumstances;
- v. To display proper behavior in work relations, to promote mutual support and collaboration with all the members of the community and with other departments in order to fulfill their duties; to behave appropriately to their position, towards their colleagues and hierarchical superiors;
- w. Not to use their capacity as employees of the Bucharest National University of Arts illegitimately, without the approval of or a mandate from the leadership of the university;
- x. To maintain order and cleanliness in the work place;

- y. It is forbidden to bring or consume alcoholic beverages within the premises of the Bucharest National University of Arts, during work hours; exceptionally, the Rector of the University may approve the organization of protocolary manifestations, where alcoholic beverages may be consumed within pre-established circumstances. The personnel discovered to have come to work under the influence of alcoholic beverages shall be denied access in the institution and be penalized accordingly, including through the disciplinary termination of the individual employment contract;
- z. Should any person be caught in the act of being under the influence, with two witnesses available for corroboration, the individual shall be liable to have his/her employment contract terminated on disciplinary grounds after the leadership of the university is duly notified;
- aa. Smoking is forbidden within the premises of the National University of Arts;
- ab. The heads of departments or other entities with similar activities guarantee and are responsible for the enforcement of measures regarding the safe exploitation of installations, machinery and equipments, and with the above mentioned purpose they have the following obligations:
  - ac. They organize the activities of the department and assign work duties to the subordinate personnel;
  - ad. They take measures to ensure that every area is provided with technical instructions regarding the exploitation, under normal circumstances, of installations, equipment, machinery and devices; they establish the measures to be taken in case of malfunctions, power failures or damages;
  - ae. They establish duties and responsibilities for each of the employees and make sure that the latter are aware of them, they evaluate the manner in which the aforementioned responsibilities and duties have been internalized and are fulfilled by the entire personnel;
  - af. They control and are responsible for the employees' use of protective gear in the areas exposed to danger of fires and explosions, on the entire duration of the work schedule;

- ag. They periodically control the technical condition of installations, equipment and machinery, compliance with regulations of their use and the established work regime;
- ah. They ensure the technical maintenance check-ups and planned repairs of installations, equipment and machinery, in compliance with the provisions of relevant technical documentation; they are responsible for the preparation of installations for repairs and make sure that all safety measures are taken;
- ai. They organize the periodical training of the personnel with respect to the functioning, use and maintenance of installations, equipment and machinery in safe conditions, they raise awareness about regulations of workplace safety and supervise their enforcement, they raise awareness about regulations regarding fire prevention and extinguishing, the prevention of malfunctions, power failures, damages, technical accidents, and premature wear and tear;
- aj. The leaders of work teams are responsible for the organization and carrying out of activities in safe conditions and for the total compliance with measures concerning the good functioning, use and maintenance of equipments, installations and machinery. To this end, they must take measures for:
  - i. The strict compliance with technologies and instructions regarding the maintenance of installations, equipment and machinery;
  - ii. The functioning of installations, machinery and equipment in conditions of maximum safety and efficiency;
  - iii. The organization of each area and the ensuring appropriate working conditions, the assigning of tasks to each team and to each team member, the supervising and guiding of each member of the personnel so that S/he acquires knowledge and skills necessary to the performance of duties in good conditions, the supervising of the operations performed throughout the activities;
  - iv. The internalization by the team members of the regulations regarding technological and work order and discipline, of the recommendations regarding the exploitation and maintenance of installations, equipment and machinery;

- v. The periodical training of team members and the supervising of strict compliance with regulations regarding work safety and fire prevention and extinguishing;
- vi. The ensuring of work safety devices and of the use of protective gear as stipulated by the regulations of each workplace;
- vii. The carrying out, in due time, of maintenance operations; the participation in technical check-ups and in the completion of planned repairs;
- viii. Preventing the employees unable to perform their work duties from participating in activities, notifying their superior so that the absent personnel be replaced, supervising the carrying out of medical check-ups by the subordinates;
- ix. Taking over the tasks for the team from the previous shift and handing them to the following shift, while also specifying the goals to be pursued;
- ak. The leadership of the institution must fulfill his/her duties in an exemplary manner, must take measures to enforce strict order and discipline for the entire personnel, to instill into the personnel the sense of duty and responsibility, to penalize each irregularity or failure to fulfill one's duties;
- al. Coordinating personnel must, to the best of their abilities, issue clear and precise provisions for the proper fulfillment of said duties and should systematically control the manner in which they are completed. Subordinate personnel must strictly and duly comply with given provisions;
- am. The employees and the operative personnel are directly accountable for the functioning of installations, equipment, machinery and devices in safe conditions and according to the approved work regime, and to that end they have the following obligations:
  - an. To be acquainted with the technical and functional features of installations, equipment, machinery and other devices in their employ, to strictly comply with their functioning regulations, with regulations regarding work safety and fire prevention;

- ao. To ensure, in compliance with technical provisions, the permanent supervision of installations, equipment, machinery and other appliances, to check the proper functioning of safety devices;
- ap. To use and store properly, in compliance with established regulations, protective gear and safety devices;
- aq. To come to work in full capacity, so that they fulfill their duties in good conditions;
- ar. To immediately notify their superior about any irregularity, malfunction, abnormality or any other situation which may constitute present danger in the work area, as well as about any failure to comply with regulations regarding work protection or fire prevention;
- as. To take immediate measures to contain any ongoing damages and accidents, in compliance with relevant regulations, to be available to come to work in due time in case of damages or other emergency situations;
- at. To comply with rules of access in the institution and to deny entry to foreign persons, except when in compliance with regulations currently in force;
- au. In order to strictly abide by the regulations regarding the handing and taking over, at the end of the shift, they must not leave the work area until the substitute has arrived, and one's activity is terminated only after the installations, equipment and machinery have been handed over to the substitute;
- av. To guarantee the strict compliance with the specific technical directions for the installations, equipment and machinery in their use.

**Art.11.** Employees, technicians and other operative personnel shall strictly fulfill their duties, prevent any action which may endanger the personnel and the integrity of installations, equipment, machinery and other goods, and effectively remove any possible sources of danger;

**Art.12.** It is forbidden to bring on the premises of the university illegal substances and drugs, fire arms or any other type of weapons. Coming to work under the influence of alcoholic beverages, drugs or any other substances which affect judgment, coordination or reaction speed may cause accidents and will not be tolerated;

**Art.13.** Failure to comply with the above-mentioned interdiction is considered an act of transgression, will be penalized on disciplinary grounds and the perpetrator will be legally liable, including, if the case may be, criminally liable.

**Art.14.** Gambling is forbidden on the premises of the university.

**Art.15.** It is forbidden to leave the workplace before the end of working hours without authorization from the relevant bodies; departures for job related purposes are allowed only if sanctioned by the head of the department, and on the basis of written and signed evidence.

**Art.16.** It is forbidden to display offensive behavior towards colleagues or people outside the academic community.

**Art.17.** It is forbidden to communicate or divulge any trade secret, to copy for the benefit third parties, without the written authorization of the administrative personnel, documents, grade registries, sketches, plans, data or any other information regarding the activity of the university.

**Art. 18.** It is forbidden to carry out activities that are not in the interest of the university or activities which serve personal purposes.

**Art.19.** It is forbidden to impede the proper carrying out of other employees' activities or the fulfillment of their duties.

**Art.20.** It is forbidden to take actions which may jeopardize the safety of the university, of employees, or of oneself.

**Art.21.** It is forbidden to remove from the university premises any goods without proper documentation issued by the relevant bodies;

**Art.22.** It is forbidden to divulge the employees' salaries, which are confidential.



## CHAPTER IV

### THE ORGANIZATION AND MANAGEMENT OF TIME AT WORK

**Art.23.** The regular duration of the work week for the auxiliary teaching and administrative personnel is of (8) eight hours a day, (40) forty hours a week and will consist of five days of work and two days of weekly rest for all employees, Saturday and Sunday.

**Art.24.** The work schedule is, generally, the same for the entire personnel, but for employees with specific tasks (such as doormen, janitorial staff, maintenance workers, librarians), the work schedule may differ.

**Art.25.** The work schedule of teaching personnel is established by the Administrative Council.

**Art.26.** For young people under the age of 18, the duration of work time is (6) six hours a day and (30) thirty hours a week.

**Art.27.** In the organization of work time, the following rules will be enforced:

a. The work schedule for the employees is:

- daily, from 8.00 to 16.00
- on Fridays, from 8.00 to 14.00

b. The library will have the following schedule:

The first shift

- daily, from 8.00 to 16.00
- on Saturdays, from 9.00 to 14.00 (during the examinations period)

The second shift

from 12.00 to 20.00

c. The reading room schedule during holidays:

- daily, from 8.00 to 15.00

d. The schedule of maintenance workers:

- daily, from 7.30 to 16.00
- on Fridays, from 7.30 to 13.30

e. The schedule of janitorial personnel:

- daily, from 7.00 to 15.30
- on Fridays, from 7.00 to 13.00

f. The schedule of auxiliary teaching personnel:

- daily, from 8.00 to 16.00

g. The working hours for doormen will be organized as planned by the head of security and the administrators, and will be carried out in three shifts. The weekly rest days are ensured to doormen during one of the days of the current week but no further apart from each other than two weeks.

- First shift      from 6.00 to 14.00
- Second shift    from 14.00 to 22.00
- Third shift      from 22.00 to 6.00

Overtime work may be carried out only if overtime hours have been solicited by the hierarchical superior and agreed to by the employee.

**Art. 28.** The Administrative Council of the Bucharest National University of Arts may change the working hours function of necessities and duties;

**Art.29.** The employees who work on Saturdays and Sundays or during legal holidays over 40 hours a week, will be granted leisure time over the following 60 days after the lapse of the 40

days in question, or will be otherwise compensated in compliance with the legal regulations in force.

**Art.30.** Overtime work may be carried out only if overtime hours have been solicited by the hierarchical superior and agreed to by the employee.

**Art.31.** The handing and taking over of pottery and glass kilns will be made only on the basis of minutes laying out the status of the installations at the moment of handing, the possible problems which may have arisen in the functioning of the installations and the way in which they were fixed.

**Art.32.** Minutes will be drafted on the handing and taking over of security posts, and they will specify the conditions during the shift and all possible irregularities.

**Art.33.** Access in the university is allowed to employees and students who carry the passes issued by the Administration.

**Art.34.** Students are allowed access to workshops and laboratories from 8.00 to 18.00 during the academic year and from 8.00 to 20.00 during the examinations period.

**Art.35.** Any other activities carried out outside the working hours – outside classrooms, laboratories, annexes or administrative areas, in connection with which different working hours are provided – must be approved by the Rector through a report.

**Art.36.** During working hours, employees should not leave the workplace until all duties have been fulfilled, except as ordered or permitted by the superior.

**Art.37.** Employees may ask the hierarchical superior for leaves of absence in order to attend to exceptional personal matters.

**Art.38.** The planning and taking of holidays are carried out with the authorization of the hierarchical superior, through the Department of Human Resources, with the authorization of the General Administrative Director / Rector.

**Art.39.** The Rector / General Administrative Director authorizes unpaid leaves, in compliance with the legal regulations in force, through the Department of Human Resources.

**Art.40.** Employees who benefit from sick leaves should notify their direct superior.

**Art.41.** Employees who renounce their legal two-year maternity leaves benefit from a two-hour reduction in daily work schedules, without their base salary and length of service being affected. Upon request, they may be granted a different working schedule, specifically with a different starting time, should the activity allow it.

**Art.42.** The employees' attendance is recorded in the attendance register and in the collective attendance sheet. Through his/her duties, each employee is liable for the authenticity and accuracy of the data in the register and the collective sheet.

**Art.43.** The head of each department must validate the attendance register daily, recording the absences, irrespective of their nature.

**Art.44.** Employees who, for various reasons, cannot attend work must notify their hierarchical superior within 24 hours and through any channel of communication available. Should the employees fail to comply with these regulations, they will be mentioned both in the register and in the collective sheet as absent without leave.

**Art.45.** The university is authorized to terminate the individual employment contract of an employee who is absent without leave for 3 (three) consecutive days or 5 (five) days within a month, on disciplinary grounds.

## **CHAPTER V**

### **THE INDIVIDUAL EMPLOYMENT CONTRACT**

**Art.46.** In the establishment and granting of salaries, any discrimination based on gender, sexual orientation, age, nationality, race, ethnicity, color, religion, political affiliation, social origins, disability, familial status or responsibility, union affiliation or activity is strictly forbidden.

**Art.47.** Salaries are paid before any other material obligation of the employer, depending on the budget and the available income.

**Art.48.** Salaries are confidential and the university must take all the necessary measures to ensure confidentiality.

**Art.49.** The terms of the individual employment contract cannot include provisions or rights which fail to comply with the minimum standards under their law.

**Art.50.** The employment of persons under a court ban to that effect is forbidden.

**Art.51.** The individual employment contract is concluded in two copies, one for each of the parties, based on both parties' agreement, in written form and in Romanian language. The university must see to the conclusion of the individual employment contract in written form.

**Art.52.** Prior to concluding or amending the individual employment contract, the Bucharest National University of Arts must inform the (potential) employee of the general terms stipulated in the contract or of the subject to be amended through addenda agreed to by both parties. The individual employment contract may be amended according to the necessities of the institution, within the limits of the employee's abilities, as resulting from his/her educational documents.

**Art.53.** A person may be employed only on the basis of a medical certificate stating that S/he is able to perform his/her duties.

**Art.54.** Failure to comply with the provisions of art.53 renders the individual employment contract null and void.

**Art.55.** A medical certificate is similarly mandatory in the following situations:

- a. On resuming of activities after a break of more than six months in the case of positions entailing exposure to a potentially harmful occupational environment and after one year in other cases;
- b. In cases of deployment or of the employee being given another position, if the working conditions are altered;

- c. At the beginning of activities, for temporary employees;
- d. Periodically, for employees working in a potentially harmful occupational environment (foundry workshops, glass and pottery laboratories), in compliance with the regulations of the Ministry of Health;

**Art.56.** The University may request information regarding the potential employee from his/her previous employers, but only in relation to his/her position and duties or the duration of employment, and only after the notification of the potential employee.

**Art.57.** Employees will be hired based on a competition or an exam, as the case may be.

**Art.58.** Vacant teaching positions will be made available depending on the needs of the university.

**Art.59.** Should more than one candidate fail to attend the examination for the filling of a vacant teaching position, the position will be filled after an examination.

**Art.60.** To test the employee's abilities, a probation period may be established at the conclusion of the contract, as follows:

- a. A maximum length of 90 days for executive positions;
- b. A maximum length of 120 days for leadership, supervision and management positions;
- c. Testing the abilities of disabled persons is exclusively carried out through a probation period of maximum 30 days;
- d. During or at the end of the probation period, the individual employment contract may be terminated through written notification exclusively, without prior notice, at the initiative of any of the two parties, without motivation;

- e. For higher education graduates, the first six months of professional work represent the probation period. Professions in which probation periods are regulated under special legal terms shall be excepted from this provision;
- f. In the case of untrained workers, the probation period is exceptional and must not exceed five working days.

**Art.61.** During the probation period, the employee benefits from all the rights and has all the obligations stipulated in the labor legislation, in the internal regulations and in the individual employment contract.

**Art.62.** On the duration of the individual employment contract, there can be only one probation period.

**Art.63.** The probation period is counted towards length of service.

**Art.64.** The university must keep a general register of employees.

**Art.65.** At the request of the employees, the university must issue documents attesting to the nature and duration of their activities, their salaries and seniority, length of service in the profession and specialization.

**Art.66.** Each employee has the right to fill several positions, through individual employment contracts and benefitting from the appropriate remuneration for each of these positions.

**Art.67.** The cases in which the law stipulates incompatibilities for several employments, positions or offices will be excepted from art.50.

**Art.68.** Foreign and stateless citizens may be employed through an individual employment contract on the basis of a work permit or a residence permit issued for occupational purposes under the law.

**Art.69.** The rights and obligations regarding the labor relations between the Bucharest National University of Arts and the employees are established in compliance with the law, in the individual employment contracts.

**Art.70.** Employees cannot renounce their rights under the law. Any transaction which implies employees' renouncing their rights under the law or the abridgement thereof is considered null and void.

**Art.71.** The individual employment contract may be amended only with the agreement of both parties.

**Art.72.** The amending of the individual employment contract may refer to any of the following:

- a) Duration of the contract;
- b) Workplace;
- c) Type of work;
- d) Working conditions;
- e) Remuneration;
- f) Work and leisure time.

**Art.73.** In exceptional cases, the unilateral amending of the individual employment contract is possible only in compliance with the conditions and regulations of the law.

**Art.74.** The workplace may be unilaterally changed by the Bucharest National University of Arts through deployment or relocation of personnel to a different workplace than the one stipulated in the individual employment contract.

**Art.75.** The deployment represents the employees' temporary fulfillment of work duties outside their regular workplace, with the authorization of the Bucharest National University of Arts.

**Art.76.** The deployment may be ordered for a maximum period of 60 days within any period of 12 months and may be extended to subsequent periods of maximum 60 days, only if agreed to by the employee. The employee's lack of agreement cannot constitute grounds for disciplinary penalties.



**Art.77.** The relocation constitutes the act whereby a temporary change in the workplace is ordered. In exceptional cases, the employee's type of activity may be changed in cases of a job-related relocation, but only with the employee's written consent.

**Art.78.** The relocation may be ordered for a period of one year maximum.

**Art.79.** Exceptionally, the relocation period may be extended for objective reasons which necessitate the employee's presence at the new workplace, with the agreement of both parties, and at the expiry of a period of six months.

**Art.80.** Exceptionally, the employee may refuse the relocation ordered by his/her employer, on serious personal grounds.

**Art.81.** During the relocation period, the employee benefits from the rights which most favor him/her, be they the rights granted under the agreement with the Bucharest National University of Arts, or those granted by the new employer.

**Art.82.** The employer ordering the relocation must take all the necessary measures for the receiving employer to duly and entirely meet their obligations towards the relocated employee.

**Art.83.** Should there arise any conflicts between the two employers or should they both fail to comply with the provisions of art.68 and art.69, the employee has the right to return to his/her initial workplace.

**Art.84.** The Bucharest National University of Arts may temporarily change the workplace and the type of activity without the employee's agreement and, should circumstances demand it, on disciplinary grounds or as a measure for the employee's protection, in compliance with the legislation in force;

**Art.85.** Suspension of the individual employment contract may be enforced under the circumstances provided for in the applicable laws, through mutual agreement or unilateral action.

**Art.86.** Suspension of the individual employment contract triggers the suspension of the employee's activities and of the employer's remuneration obligations.

**Art.87.** During the suspension period, other rights and obligations than those stipulated under art.69 may continue to be enforced, should any special laws, individual employment contracts or internal regulations fail to stipulate otherwise.

**Art.88.** The individual employment contract is suspended under the circumstances provided for in the applicable laws as follows:

- a. Maternity leave;
- b. Sickness leave;
- c. Quarantine;
- d. Filling a position in an executive, legislative or judicial branch, during the entire term, unless otherwise legally stipulated;
- e. Filling a leadership position remunerated within the labor union;
- f. Force majeure;
- g. Should the employee be taken into custody, in compliance with the regulations of the Code of criminal procedure;
- h. At the end of the period for which validations, authorizations or any necessary certifications were issued. Should the employee fail to renew his/her notices, authorizations or certifications necessary for the exercise of his/her profession within six months, the individual employment contract is rightfully terminated;
- i. In other cases expressly stipulated by the law.

**Art.89.** The individual employment contract may be suspended at the employee's request, under the following circumstances:

- a. Two-year maternity leave, or, in cases of infant disability, three-year maternity leave;

- b. Sick child leave, for children under 7, or in cases of child disability, for intercurrent illness, until the child turns 18;
- c. Paternity leave;
- d. Professional training leave;
- e. Fulfilling elective positions within central or local professional bodies, during the entire term;
- f. When the employee is on strike;
- g. The individual employment contract may be suspended because of the employee's absences without leave, under the circumstances established in the relevant collective employment contract, individual employment contract, as well as in the internal regulations.

**Art.90.** The individual employment contract may be suspended by the university in the following circumstances:

- a. During disciplinary investigation, in compliance with the law;
- b. Should the employer file a criminal complaint against the employee or if the latter is sued for criminal charges incompatible with his position, until the definitive court order;
- c. In cases of temporary suspension or decrease of employer activity, without termination of contract, for economic, technological, structural or any similar reasons;
- d. During the relocation period;
- e. During suspension by the relevant authorities of validations, authorizations and certifications necessary in the exercise of the employee's profession;
- f. In the cases stipulated under par. (1), letters a. and b., should the employee be found not guilty, S/he may resume activity and be compensated, in compliance with regulations and

principles of contractual civil liability, with an amount equal to his/her salary and any other material rights denied him/her during the suspension period;

- g. In cases of temporary decrease of activity, for economic, technological, structural or similar reasons, for more than 30 working days, the employer may decrease working hours from five to four days a week, with the corresponding decrease of remuneration, until the situation which caused said decrease is remedied, subsequent to the consultation with the representing union or with the employees' representatives in the institution;

**Art.91.** During the temporary decrease and/or suspension of activity, the employees no longer engaged in activities benefit from an allowance paid from the salaries budget, which cannot represent less than 75% of the base salary corresponding to the workplace and position, with the exception of temporary decreases of activity for economic, technological, structural and other similar reasons for more than 30 working days.

**Art.92.** During the decrease and/or temporary suspension of activity, the employees should be available to the employer, who may at any point request the resumption of activity.

**Art.93.** In the cases specified under par.72, letters a. and b., should the employee be found not guilty, S/he may resume activities and will be compensated with an amount equal to his/her salary and any other material rights denied him/her during the suspension of the contract.

**Art.94.** The individual employment contract may be suspended, through mutual agreement, in cases of unpaid leave for further education or for personal reasons.

**Art.95.** The individual employment contract may be terminated as follows:

- a. Under the circumstances provided for in the applicable laws;
- b. Through mutual agreement, on an agreed date;
- c. Through the unilateral decision of one of the parties, in the cases and in compliance with the restrictions in the law;

**Art.96.** The dismissal represents the termination of the individual employment contract at the employer's request. It may be requested for reasons related to the employee or unrelated to the latter.

**Art.97.** The dismissal decision is communicated to the employee in writing and must include:

- a. The underlying reasons;
- b. The duration of notice;
- c. A list of all available positions in the institution and the deadline until which the employees may choose a vacant position, under the provisions of par.64 in the Labor Code.

**Art.98.** The dismissal decision is effective on the date it is communicated to the employee.

**Art.99.** The dismissal of employees cannot be requested:

- a. During sickness leave attested to by a medical certificate under the law;
- b. During quarantine leave;
- c. During pregnancy, provided that the employer was notified in this respect prior to the dismissal decision;
- d. During maternity leave;
- e. During the two-year parental leave, or, in the case of disabled children, the three-year parental leave;
- f. During sick child leave, for children under 7, or in cases of child disability, for intercurrent illness, until the child turns 18;
- g. During the exercise of an eligible position in a union, except for the situation in which dismissal is ordered for a serious breach of discipline or for repeated breaches of discipline;
- h. During holidays.

**Art.100.** The university may request the dismissal for reasons related to the employee under the following circumstances:

- a. Should the employee commit serious or repeated breaches of work discipline or related to other regulations in the individual employment contract, the relevant collective contract or internal regulations, as a disciplinary penalty;
- b. Should the employee be taken in custody for more than 30 days, under the provisions of the Code of criminal procedures;
- c. Should the employee be considered physically or psychologically disabled by the relevant medical bodies in a manner which renders the employee unable to carry out his/her duties;
- d. Should the employee fail to correspond professionally to his/her workplace, as proven by the prior evaluation carried out in compliance with relevant regulations;

**Art.101.** Should the dismissal be triggered by the reason stipulated under par.100, letter a., the university may order such dismissal only under the law.

**Art.102.** The decision is issued in writing and, under penalty of it being voided, must be *de facto* and *de jure* justified and must inform about the term within which it may be appealed and the courts where it may be thus appealed.

**Art.103.** The dismissal for serious and repeated breaches of work discipline may be ordered only after the university undertakes the preliminary investigations and within the terms established by the Labor Code and/or special laws.

**Art.104.** The preliminary investigation is likewise mandatory for cases in which the employee fails to correspond professionally. The terms and conditions of the preliminary investigation are those provided for the disciplinary investigation.

**Art.105.** The dismissal of the employee for the reasons stipulated under par.100, letter d., may be ordered only after the employee's preliminary evaluation, in compliance with the evaluation procedures established in the applicable collective employment contract, as well as in the internal regulations;

**Art.106.** Should the dismissal be ordered for the reasons stipulated under par.100, letters c. and d., and should the individual employment contract be terminated under the circumstances provided for under art.56 letter f. of the Labor Code, the employer must suggest to the employee other vacant positions in the institution, compatible with the employee's professional training or, as the case may be, his/her capacity to work as established by an occupational health professional;

**Art.107.** Should the employer not have any vacant positions available, S/he must ask for the support of the local employment agency so that the employee is re-employed according to his/her professional training and/or, as the case may be, his/her capacity to work as established by an occupational health professional;

**Art.108.** Within three working days from the day notice is given by the employer, the employee shall provide a written agreement regarding the newly offered workplace. Should the employee fail to give said agreement until said deadline, as well as after the local employment agency is notified about the case, the employer may order the dismissal of the employee.

**Art.109.** The dismissal for reasons unrelated to the employee represents the termination of the individual employment contract as a result of the disestablishment of the employee's position, for one or several reasons unrelated to the employee.

**Art.110.** The disestablishment should be effective and have a real and severe cause.

**Art.111.** In cases of economic hardship, technological change or due to the reorganization of activities in the university, the individual employment contract may be terminated as a result of the disestablishment of the employee's position, under art.65, par. 1 in the Labor Code.

**Art.112.** In cases of reorganization of the curriculum, of the teaching paths in the educational project, as well as in cases of reorganization of technical and administrative and auxiliary teaching departments, the dismissed employees may opt for a research position, for short-term postgraduate training programs, may be deployed to other available positions in the institution or in other universities with which the Bucharest National University of Arts signed cooperation and assistance protocols, in accordance to the employees' training.

**Art.113.** The teaching personnel who do not have a full workload in the department they were tested for (as a consequence of the reorganization of the educational project) may be deployed to other vacant positions appropriate to the employees' training in the university or in other universities with which the NUA signed cooperation and assistance protocols.

## **CHAPTER VI**

### **THE HOLIDAYS OF THE UNIVERSITY PERSONNEL**

**Art.114.** The right to annual paid holidays is guaranteed to all employees.

**Art.115.** The right to annual paid holidays cannot be transferred, terminated or limited in any way.

**Art.116.** The duration of holidays is provided for in the Appendix.

**Art.117.** The actual duration of annual holidays is stipulated in the individual employment contract and is granted proportionally to the activity performed within one year.

**Art.118.** The legal holidays over the year are not included in the duration of the annual holidays.

**Art.119.** The duration of holidays for part-time employees is granted proportionally to the actual working time.

**Art.120.** The holidays will be taken every year. Any understanding through which the right to annual holidays is partially or totally renounced is forbidden.

**Art.121.** As an exception from the provisions of art.123, it is permitted to take one's holidays on the following year only under the circumstances expressly provided under the law or in cases stipulated in the applicable collective employment contract.

**Art.122.** The university must provide holidays, until the end of the following year, to all employees who have not completed their rightful holidays within the current year.



**Art.123.** The material compensation of holidays not taken is permitted only should the individual employment contract be terminated.

**Art.124.** The employees working in difficult, dangerous or harmful conditions, the visually challenged or disabled persons, and persons under 18 benefit from at least three extra days of holidays.

**Art.125.** Holidays are taken on the basis of prior individual or collective planning established by the university, upon consultation of the employees' representatives, for the collective plan, and upon consultation of the employee, for the individual plan. The plan for the following year is drafted before the end of each year.

**Art.126.** The collective plan establishes the holidays periods appropriate for specific types of personnel or positions and these should not be shorter than three months.

**Art.127.** The individual plan establishes the date or, as the case may be, the period within which the employee is entitled to take the holidays, period which cannot exceed three months.

**Art.128.** Within the periods established under the provisions of art.125 and art.126, the employee may request to take the holidays at least 15 days prior to its commencement.

**Art.129.** Should the planning be drafted with non-consecutive holidays segments, the university must make sure that each employee takes, within one calendar year, at least ten working days of uninterrupted holidays.

**Art.130.** The employee must take the holidays within the planned period, except for situations expressly provided for under the law or when, for objective reasons, the holidays cannot be taken.

**Art.131.** During holidays, the employee benefits from a remuneration which cannot be less than the total value of the material rights due for that period.

**Art.132.** The minimum duration of annual holidays is 20 working days.

**Art.133.** The actual duration of annual holidays is provided for in the individual employment contract, under the law and in compliance with the applicable collective contracts, and is granted proportionally to the activity performed within a year.

**Art.134.** Legal holidays, as well as paid holidays stipulated in the applicable collective employment contract are not counted for the purpose of establishing the duration of the annual holidays. The university may summon to work the employee during his/her holidays in case of force majeure or for urgent situations which require the employee's presence at the workplace. Should this be the case, the NUA must cover the entire expense of the employee and his family necessary for the former to return to work, as well as any damages suffered by the employee as a result of the interruption of holidays.

**Art.135.** Should any special family events occur, the employees are entitled to remunerated free days, which are not included in the duration of holidays. Special family events and the number of remunerated free days are established under the law and stipulated in Appendix 1 to the present Internal Regulations.

**Art.136.** In order to solve personal problems, the employees are entitled to unpaid leaves.

**Art.137.** The duration of unpaid leaves is stipulated in Appendix 1 to the present Internal Regulations.

**Art.138.** Employees are entitled to professional training leaves, on request.

**Art.139.** Professional training leaves may be granted with or without compensation.

**Art.140.** Unpaid professional training leaves are granted on request, during the duration of professional training the employee attends on his/her own initiative.

**Art.141.** The university may deny the employee's request only in agreement with the employees' representatives and only provided the employee's absence seriously affects the carrying out of activities.

**Art.142.** The unpaid professional training leave request must be communicated to the university at least one month before the training is carried out and should state the date of commencement, the professional domain and duration, as well as the name of the institution providing it.

**Art.143.** The unpaid professional training leave may be carried out in several non-consecutive segments over the course of one academic year, for purposes such as taking graduation and other academic exams.

**Art.144.** The duration of the professional training leave shall be included in the duration of the annual holidays and is assimilated to an actual working period in what concerns the rights of the employee, other than remuneration rights.

**Art.145.** The holidays of the teaching, auxiliary teaching and technical administrative personnel are established annually in compliance with the Labor Code and the Status of the teaching personnel in force, at the proposal of the departments and services in the university, subsequently approved by the Administrative Council, as stipulated in Appendix 1 to the Internal Regulations.

**Art.146.** The employees who fill a second position besides their basic position in the university are entitled to paid holidays only for their basic position. For the other position, they will be granted on request unpaid leave corresponding to the holidays for their basic position.

**Art.147.** The teaching personnel's unpaid leaves are granted on written request, validated by the Head of the Department and the Dean and approved by the Administrative Council. One copy of said request shall be sent to the Department of Human Resources. The duration of unpaid leaves is established under the Law on National Education.

**Art.148.** Unpaid leaves for the other employees are granted on written request, subject to approval by the superior. One copy shall be sent to the Department of Human Resources. The duration of unpaid leaves is established in the collective employment contract in the field of education.

**Art.149.** Should the employee be temporarily unable to carry out his/her duties, S/he must notify his/her superior within 24 hours and must make available the relevant documents (sick leave) to

the Department of Human Resources no later than the fifth day of the month following the month for which the salary is paid.

**Art.150.** Failure to comply with these regulations shall result in the impossibility to duly grant the remuneration rights of the employees and, in serious cases, it may be impossible to make the payments to the state budget, in which case the employees having caused such failure may be liable for the costs incurred.

## **CHAPTER VII**

### **THE PROCEDURES FOR THE RESOLUTION OF EMPLOYEE REQUESTS AND COMPLAINTS**

**Art.151.** Employee requests and complaints will be lodged with and will be given a resolution by their hierarchical superiors, specifically, as the case may be, by:

- a. Directors;
- b. Heads of Departments;
- c. The General Administrative Director;
- d. Deans;
- e. The Rector.

**Art.152.** Any employee may issue a written petition within five working days at most since the occurrence or since his/her becoming aware of the occurrence of a possible incident.

**Art.153.** The employees' demands and complaints will be registered and will be resolved within no more than 30 days.

**Art.154.** On the Rector's decision and depending on the nature and complexity of the request or complaint, a commission will be established to solve said request or complaint.

**Art.155.** The commission established for the solving of individual requests and complaints shall ensure:

- a. Compliance with the rights of the employees under the law, the applicable collective employment contract in the field of education and the individual employment contract of each employee;
- b. Equal treatment of all employees;
- c. The advancement of the employees' interests regarding remuneration, working conditions, working and leisure time, workplace stability.

**Art.156.** The employees who authored the requests or complaints are granted access to the meetings of the commission, and they may argue in favor of their case.

**Art.157.** The hearings will be established with sufficient time in advance, on a date and time convenient for all the parties involved, including the witnesses.

**Art.158.** At the end of the meeting, the discussion and conclusions will be recorded in the minutes of the meeting.

**Art.159.** The commission which analyzes the request or complaint recommends the resolution to the Rector or to the Administrative Council, which must make a decision and communicate it in writing to the petitioner.

**Art.160.** The decision will be given a registration number and communicated in writing to the petitioner by written confirmation or by registered mail.

**Art.161.** Anonymous petitions or petition not including all the petitioner's identification data will not be taken into account.

**Art.162.** The legality of all measures taken by the university with respect to the resolution of requests may be appealed before a court of law, which is to be notified within 30 days since the communication of the written response of the university.

## **CHAPTER VIII**

### **THE CIRCULATION, INITIATION, PROCESSING AND STORAGE OF CORESPONDENCE**

**Art.163.** Employees will be aware that:

- a. The circulation of written correspondence and of legislation is carried out only through the Department of Records, will be duly registered, and will be transmitted from the Rector's office (administrative correspondence) to the General Administrative Director's office, who will send it to the heads of departments and services;
- b. Faxes are registered at the Rector's office and are then handed, on written confirmation, to the registry.
- c. Employees who receive correspondence (letters, faxes) must resolve the problems communicated therein and reply usually within 48 hours; should the problem solving necessitate a longer time, the complete reply will be sent within 30 days at most, with the prior notification of the superiors;
- d. The correspondence issued by the institution in reply to received correspondence is given a registration number, is signed by the heads of departments and services, by the General Administrative Director and, depending on its importance, by the Rector;
- e. By the time it reaches the Rector's office, the correspondence must be signed by all personnel in the order of hierarchy;

- f. The employees tasked with the solving of correspondence and who solve it out of personal initiative at the suggestion of their superior must ensure that all documents in questions are duly signed, sent and appropriately classified;
- g. All received or sent correspondence must be registered in the inbound/outbound documents registry;
- h. The employees must comply with the chart presented within the Bucharest National University of Arts.

## **CHAPTER IX**

### **THE USE OF EQUIPMENTS AND MATERIAL INVENTORY**

**Art.164.** The equipments and material inventory may be used in compliance with the following regulations:

- a. The equipments (typewriting machines, computers, telephones, printers, fax machines, a.s.o.) are used, depending on the specific duties, by the entire personnel;
- b. The employees must be acquainted with the use instructions;
- c. Office supplies will be used rationally so as to prevent waste, and will be recycled with assistance from the Technical Administrative personnel;
- d. The means of transportation of the institution will be used exclusively for the performance of one's duties as employee.

## **CHAPTER X**

### **LABOR PROTECTION, HYGIENE AND SECURITY; FIRE PREVENTION AND EXTINGUISHING**

#### **Regulations regarding labor protection, hygiene and security**

**Art.165.** In order to carry out and comply with the regulations regarding labor protection, hygiene and security, the university guarantees training for all the employees, through the relevant personnel, which training shall consist of general introductory technical orientation carried out by the head of the labor protection department for the following categories of employees:

- a. The newly employed personnel, irrespective of the nature of their contracts;
- b. The personnel transferred to the university from a different institution;
- c. The deployed personnel;
- d. Students on internships;
- e. Persons on probation periods in the university;
- f. Temporary or day laborers;
- g. Deployed employees;
- h. Employees who visit other technical facilities.

**Art.166.** The technical orientation at the workplace is carried out after the general introductory orientation by the workplace supervisor, and will present the risks and prevention measures specific to the work area for the above-mentioned categories of personnel, as well as for the personnel transferred from one place to another within the university. Periodical orientation is carried out by the workplace supervisor.



**Art.167.** The interval between two periodical technical orientations for the employees will be established through in-house decisions, depending on the conditions in the work area, but will not exceed six months. For the technical administrative personnel, the interval between two periodical orientations will not exceed twelve months. This orientation will be offered in addition to the planned orientation under the following circumstances:

- a. When an employee has been absent for over 30 working days;
- b. When the technological process has been altered, equipments have changed or have been replaced;
- c. When labor protection and security regulations have been amended;
- d. When activities are resumed subsequently to a work accident;
- e. When special works are carried out.

In order to ensure the necessary conditions for labor protection and the prevention of accidents, the university guarantees the necessary framework for:

- a. Adapting to the technology employed in the manufacturing of solutions, so that all relevant risks may be eliminated.
- b. The establishment of duties and responsibilities regarding labor protection appropriate to the positions of employees and the other participants in the work process, through their inclusion in job descriptions;
- c. The drafting of internal rules concerning the applicability of labor protection regulations, appropriate for the conditions in which the activities are carried out;
- d. The materials necessary for the information and training of the employees and the other participants in the work process, such as posters, leaflets, a.s.o., concerning labor protection;
- e. Each person will be informed, prior to employment, about the risks S/he is exposed to in the workplace, as well as about the necessary prevention measures;

- f. The university will employ only persons who meet the requirements of their position as certified by an occupational health professional;
- g. The cataloging of work areas which entail special working conditions: harmful, difficult, dangerous, as well as a record of work accidents, professional diseases, technical accidents and other damages;
- h. The ensuring of the permanent and correct functioning of protection systems and devices, of measurement and control equipment, as well as installations for the neutralizing of harmful substances resulting from the technological processes;
- i. Ensuring the enforcement of measures established by the labor protection inspectors as a result of inspections or investigations following work accidents;
- j. Guaranteeing access to occupational medicine services and first aid measures in case of accidents;
- k. Guaranteeing the use of individual protection gear by the employees on the expense of the university;
- l. Ensuring the free use of hygiene products to employees who carry out their duties in areas where special personal hygiene is required.

**Art.168.** Each employee will guarantee the implementation of labor protection and hygiene regulations, as well as the organizational measures carried out by the university, during the entire duration of the employment contract, through:

- a. The familiarization and compliance with labor protection regulations and the measures regarding their implementation as established by the university;
- b. Carrying out of activities in such a manner as not to expose oneself or other members of the staff to harmful or dangerous conditions;
- c. The immediate notification of the superior regarding any technical malfunction or situation which may cause accidents or otherwise endanger personal health;

- d. The immediate notification of the superior regarding any accidents which may have affected oneself or other members of the staff;
- e. Immediate cessation of work should any potentially threatening event occur, irrespective of its nature or level of danger, followed by the due notification of the superior;
- f. The use of the individual protection gear in conformity to its purpose;
- g. Providing all information requested by control and investigation bodies in the field of labor protection.

### **Regulations regarding fire prevention and extinguishing**

**Art.169.** In order to implement and comply with the regulations regarding fire prevention and extinguishing, the Bucharest National University of Arts has the following obligations and responsibilities:

- a. It establishes, through written provisions, the responsibilities and the organization of fire prevention in the institution;
- b. It updates the provisions each time events may cause a decrease in fire safety;
- c. It notifies the employees and any member of the staff about the updated provisions;
- d. It proves to the authorized bodies that the implemented measures for fire prevention are appropriate to the nature and level of risks, being in compliance with technical regulations;
- e. It appoints, through written order, one or several persons authorized for the implementation, control and supervising of fire prevention measures, in accordance with the nature, complexity, volume and risks posed by the relevant activities, and guarantees to the relevant persons the time necessary for the fulfillment of their established duties;
- f. It ensures that the duties and responsibilities of the personnel in charge with fire prevention and extinguishing are stipulated in their job descriptions and that the relevant personnel are acquainted with their duties and obligations;

- g. It ensures, through the technical personnel or the personnel in charge with fire prevention and extinguishing, that the technical blueprints include the new investment objectives and works of modernization, development or changes in the use of existing facilities, fire prevention and extinguishing measures, installations and systems, in compliance with technical regulations, periodically supervising their development and the manner in which they are carried out so that they are finalized before construction works and installations are ready for use;
- h. It ensures the drafting of the technical documentation necessary for the request of permits and authorizations for fire prevention and extinguishing under the law;
- i. It guarantees the drafting of fire prevention plans and it verifies, through the relevant personnel, their accessibility and their implementation;
- j. It ensures the drafting and updating of the regulations regarding the organization and functioning of the university's civil fire service;
- k. It guarantees the drafting of fire prevention instructions and guarantees that the employees are acquainted and comply with them;
- l. It ensures the training of its own employees and of external collaborators, supervising, through relevant personnel, that the regulations and measures of fire prevention and extinguishing are known and complied with;
- m. It appoints the personnel who will conduct the introductory and periodical orientation;
- n. It establishes the organizational framework so that the beneficiaries of the educational process are informed about the possible fire risks posed by the activities carried out, about the measures and regulations regarding fire prevention, as well as about the appropriate behavior and emergency exit strategies in case of fire;
- o. It checks periodically, through the technical support personnel in charge with fire prevention and extinguishing or other relevant members of the personnel, that the employees are acquainted and comply with fire prevention and extinguishing regulations;

- p. It guarantees, through the relevant personnel, that all measures are taken to determine the circumstances should any fires break out, to document and establish prevention measures against similar events;
- q. It analyzes on each semester the manner in which fire prevention activities are organized and carried out;
- r. It oversees that the obligations and responsibilities of landlords and tenants regarding fire prevention, and the way in which they may be enforced are stipulated in the lease, administration and association contracts;
- s. It checks periodically, through the relevant personnel, that its obligations and responsibilities with respect to fire prevention stipulated in the lease, administration and association contracts are complied with, and, if necessary, orders measures to implement their requirements;
- t. It ensures that the annual incomes and expenditure plans set out the separate allotment of financial resources for acquisitions, repairs, maintenance and functioning of technical means for fire prevention and extinguishing, as well as for other needs specific to fire prevention activities (permits, certifications, authorizations, a.s.o.)

In order to guarantee compliance with regulations and measures of work safety, each employee, irrespective of his/her contract, has the following obligations:

- a. To be acquainted and to comply with the general work safety regulations in the institution and with the measures for fire prevention and extinguishing specific to the work area;
- b. To comply with the fire prevention regulations presented by any means, by the employer or by the relevant appointed personnel;
- c. To duly carry out all the established measures for fire prevention and extinguishing;
- d. To manipulate dangerous substances, installations, equipment, machinery, gear and devices in agreement with the instructions of the employer or the relevant personnel;

- e. Not to execute disallowed maneuvers or tamper with the technical devices designed for fire prevention and intervention;
- f. At the end of the shift, to check and take all the necessary measures to remove any possible causes of fire;
- g. Not to interfere in any way with the functionality of access and emergency exit routes in the buildings;
- h. To notify immediately the superiors and the relevant personnel about any situation which may be considered dangerous, as well as about any malfunction of fire protection and intervention systems;
- i. To cooperate with the work safety personnel and the other relevant employees, to the best of their abilities, in order to ensure compliance with fire prevention measures;
- j. To offer help, within reasonable limits, to any employee in a dangerous situation;
- k. To participate actively in fire extinguishing and management, as well as in the process of evacuating of individuals and assets;
- l. In order to help improve fire prevention and extinguishing activities, besides the above-mentioned responsibilities and obligations, each employee must fulfill his/her duties exactly as requested by the superior.

## **CHAPTER XI**

### **DISCIPLINARY PENALTIES**

**Art.170.** The willful violation of work duties and rules of conduct represents a disciplinary transgression and is penalized as such, irrespective of the employee's position in the organization.

**Art.171.** The disciplinary penalties enforceable in cases of disciplinary transgressions shall be, according to art.264, par.1 in the Labor code, the following:

- a. The written notice;
- b. Downgrading, with the corresponding downgraded remuneration, for a period which cannot exceed 60 days;
- c. A decrease in the base salary and/or, as the case may be, a decrease in leadership remuneration for a period of 1 to 3 three months, of 5-10 %;
- d. The termination of the individual employment contract on disciplinary grounds should any serious violations occur, should the employee be absent without leave for more than three consecutive days, or should S/he be absent without leave for five non-consecutive days over the course of one month.

**Art.172.** Should a different penalty be established through professional statutes under special laws, the latter will take precedence.

**Art.173.** Under penalty of absolute nullity, no measures except under art.151 letter a., specifically a written notice, can be enforced without prior disciplinary investigation.

**Art.174.** The employee will be notified in writing by the person authorized to conduct the investigation; the notice shall specify the reason, date, time and place of the meeting.

**Art.175.** Should the employee fail to attend the above-mentioned meeting for unreasonable motives, the employer will be entitled to order the enforcement of the penalty.

**Art.176.** The leadership of the university orders the enforcement of disciplinary penalties through a written decision within 30 days from the date in which the relevant violation was communicated, but no later than within six months from its occurrence.

**Art.177.** The written decision is handed directly to the employee by written confirmation, and should the employee refuse to acknowledge it, the decision is sent by mail to the employee's residence.

**Art.178.** The disciplinary penalty is erased from the record within 12 months since its enforcement if the employee is not penalized again on disciplinary grounds during this period. Such erasure is confirmed in writing.

## **CHAPTER XII**

### **LIABILITY**

**Art.179.** The liability of the teaching, auxiliary teaching and non-teaching personnel is established under labor laws. The leadership of the institution takes the decision to charge and recover the damages, except for cases in which the laws in force state otherwise.

**Art.180.** The employees are financially liable, in compliance with the regulations of civil liability, for the damages caused to the employer out of their own fault and in connection with their work.

**Art.181.** The employees are not liable for damages resulting from force majeure measures or from other unpredictable and unavoidable causes, or for damages which constitute normal risks in their activities.

**Art.182.** When several employees are liable for particular damages, the extent of each of the employees' liability is established correspondingly to each employee's involvement.

**Art.183.** Should the involvement of each employee be difficult to establish, each employee's liability is set up proportionally to his/her net salary at the moment when the damages were notified, and, as the case may be, function of his/her time worked.

**Art.184.** The employee who received undue remuneration from the employer must return it.

**Art.185.** Should the employee receive undue assets which cannot be returned or should S/he benefit from undue services, the employee must provide the equivalent in money. The equivalent of said assets and services is established function of their value on the date they were received.



**Art.186.** Should the employer be notified that the employee is liable for damages related to his work, S/he may demand, through a note assessing the damages communicated to the employee, the recovery of the value of the damages produced, to be established by mutual agreement, within no less than 30 days. The value recovered through mutual agreement cannot exceed five gross minimum wages.

## **CHAPTER XIII**

### **NON-DISCRIMINATION**

**Art. 187.** The university upholds the freedom to choose one's workplace, profession, occupation or activity.

**Art.188.** No employee can be forced to work or not work in a particular workplace or to practice a certain profession, under the law in force. All employees are entitled to equal payment for equal work, collective bargaining, personal data protection, protection against collective dismissals. Within the university, all employees are treated equally.

**Art.189.** The activities within the Bucharest National University of Arts are based on the equal treatment of employees and on the principles of consensual agreement and good faith.

**Art.190.** Any employee of the university shall enjoy the respect of his/her dignity and conscience, without discrimination. The university guarantees the organizational framework to prevent all means of direct or indirect discrimination of any employee, due to his/her race, nationality, ethnicity, disfavored status, convictions, age, gender or sexual orientation, through:

- a. The conclusion, suspension, amending or termination of the employment contract;
- b. The establishment of work duties, workplace or remuneration;
- c. The granting of social rights, other than the salary;
- d. Professional training, improvement, professional retraining and promotion;

e. The enforcement of disciplinary penalties.

## **CHAPTER XIV**

### **EVALUATION CRITERIA AND PROCEDURES**

**Art.191.** The professional activity is assessed annually, through the evaluation of individual professional achievements and the giving of individual ratings.

**Art.192.** The evaluation period is between January the 1<sup>st</sup> and 31<sup>st</sup> of each year. The evaluated period is that between January the 1<sup>st</sup> and December the 31<sup>st</sup> of the previous year. It is possible to carry the evaluation during the period under evaluation, as set out in Order 3860/10.03.2011.

**Art.193.** The process of evaluation of professional achievement is carried out on the basis of the criteria stipulated under art.5 letter c. in the Law 284/2010.

**Art.194.** When appropriate, function of the particularity and specific duties in some departments, extra evaluation criteria may be established.

**Art.195.** The evaluator will give marks from 1 to 5 for each criterion stipulated in the evaluation sheet of each employee (in conformity with the model annexed to Order 3860/2011).

**Art.196.** The final mark represents the arithmetic average of the marks given for each criterion.

**Art.197.** The final rating is established as follows:

- a. Between 1.00 and 2.00 = unsatisfactory;
- b. Between 2.01 and 3.50 = satisfactory;
- c. Between 3.51 and 4.50 = good;
- d. Between 4.51 and 5.00 = very good.

**Art.198.** Marks will be given by the superior of the employee undergoing evaluation. The evaluation sheet is signed and dated by both the evaluator and the evaluated employee. The evaluation sheet is forwarded to the evaluator's superior so that it may be signed.

**Art.199.** Any difference of opinion between the evaluator and the evaluated employee will be registered in the evaluation sheet.

**Art.200.** The amending of the evaluation sheet is carried out in compliance with the stipulations in the Order 3860/2011.

**Art.201.** The employees who are dissatisfied with the results of the evaluation may file a notice of appeal to the leadership of the institution. The leadership of the institution solves the appeal on the basis of the evaluation sheet and the reports of the evaluator and the evaluated person.

**Art.202.** The appeal is filed within five days since the evaluated employee is notified about the evaluation sheet and is solved within ten working days since the expiry of the period in which appeals can be filed. The result is communicated to the appellant within five working days since its solving.

**Art.203.** The employees who are dissatisfied with the manner in which the appeal has been solved may appeal to the relevant court.

**Art.204.** The employees who receive the "unsatisfactory" rating are seen as not corresponding to the duties and responsibilities of the position; relevant measures will be taken under work laws in force.

## **FINAL PROVISIONS**

**Art.205.** The employees may offer suggestions to the leadership of the institution or to superiors regarding the improvement of activities, working conditions, remedying of deficiencies.

**Art.206.** The present internal regulations shall come into force ten days after the date they are signed.

**Art.207.** All the employees of the Bucharest National University of Arts must know and abide by the regulations of the present Internal Regulations, which represent work duties and obligations.

**Art.208.** The Rector, the General Administrative Director, the directors and heads of departments and services must supervise and take measures to ensure employees' compliance with the present Regulations.

**Art.209.** The Internal Regulation are subject to change, in conformity with the procedures stipulated for the drafting thereof, and such change may be undertaken whenever the organizational needs and the work discipline of the National University of Arts require it.

**Art.210.** The preexisting Internal Regulations of the Bucharest National University of Arts shall cease to be applicable on the date of entry into force of the present Internal Regulations.

**Art.211.** Approved by the Senate during its meeting on October 13<sup>th</sup> 2011.

**Art.212.** Approved by MERYS order 4669 bis/28.09.2011.

## Appendix 1

### 1. Non-working days:

- weekly rest days;

### 2. Legal holidays:

- January 1<sup>st</sup> and 2<sup>nd</sup>;
- the first and second Easter days;
- May 1<sup>st</sup>;
- the first and second Pentecost days;
- The Dormition of the Mother of God;
- December 1<sup>st</sup>;
- the first and second Christmas days;
- two days for each of the three annual religious holidays of legally acknowledged non-Christian religious confessions, for employees belonging to them.

### 3. Holidays for the auxiliary teaching and non-teaching personnel:

- less than five years length of service: 21 working days;
- five to 15 years length of service: 24 working days;
- over 15 years length of service: 28 working days;

### 4. Holidays for the teaching personnel:

- 62 working days minimum during academic holidays, in compliance with art. 267 in Law 1/2011.

5. The holidays remuneration is given to the employee at least 10 days before the taking of holidays.

6. The employees are entitled to paid leaves should any special family events occur or in other situations, as follows:

- a. the employee's marriage – five days;
- b. the birth of a child – five days;
- c. a child's marriage – three days;
- d. the death of employee's spouse, child, parents, or parent-in-law – three days;
- e. the change in the workplace, involving a change in residence – five days;
- f. the death of the employee's grandparents, brothers or sisters – one day;

Should any of these events occur during the holidays, the latter is suspended and will continue after the paid leave.

**Art. 213.** The unpaid leave:

In order to solve personal issues, employees are entitled to unpaid leaves of 30 working days, approved by the leadership of the institution.

**Art.214.** Voted during the Senate meeting on October 13<sup>th</sup> 2011.

**Art.215.** Approved by MERYS order 4669 bis/28.09.2011.