

**N(N)LE “New Vision University”**

**Internal Labour Regulation**

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## Article 1. General Provisions

- 1.1. The Internal Labour Regulation of N(N)LE “New Vision University” (“Employer”/“University”) applies to its employees and completes the terms and conditions of Individual Employment Agreement.
- 1.2. Before starting the employment relationship, the Employer is obliged to inform the Employee of the Regulations and any amendments made to them through electronic communications.
- 1.3. The Employee has the right to develop proposals regarding the amendment of the Internal Labour Regulation and participate in their consideration.

## Article 2. Values

- 2.1. The Employment Relationship between the Employer and the Employee is based on the principle of partnership, which implies respect for the Parties’ interests, transparency in decision processes, and accountability.
- 2.2. It is not allowed to limit the Employee’s freedom beyond what is determined by the legitimate interests of the Employer and the specifics of the job.
- 2.3. Each Member of the University Community shares the mission, vision, and values of the University.

## Article 3. Integrity and Professional Ethics

- 3.1. The Employee is obliged to fulfill the assigned duties and obligations in good faith, respecting and observing professional and ethical values.
- 3.2. The Employee is obliged to consider the Employer's interest - to provide the opportunity to conduct quality educational and research activities in a friendly environment.
- 3.3. The Employee is entitled to participate in developing the University’s quality culture.

## Article 4. Conflict of Interest

- 4.1. The employment of such persons (family members, close relatives, etc.) in one structural unit, under each other’s direct subordination, or in a Management circle, which may endanger the significant interest of the Employer, shall be allowed only in duly justified cases, with the approval of the Chancellor.
- 4.2. The Employee is obliged to refrain from such relationships (including relationships with colleagues) that contradict the implementation of University processes in a proper, impartial, and high professional or ethical standard. In this sense, any action, including the promise of a gift or other advantage, that creates a threat to obtain personal benefit is unacceptable.

## Article 5. Loyalty and Confidentiality

- 5.1. The Employee is obliged, within the limits of his/her competence and responsibility, to take care and protect the Employer’s interests in relations with any third party.

5.2. The Employee is obliged to inform the Employer about the desire to be employed in another job or about employment that may have a negative impact on the fulfillment of the obligations assumed by the Employee under the Individual Employment Agreement. The Employer is entitled to refrain from giving consent if the Employee violates this obligation.

## **Article 6. Prohibition of Discrimination**

- 6.1. The Employer provides working conditions free from a hostile, degrading, and humiliating environment.
- 6.2. Based on the fundamental values of equality and equal opportunities, the Employer is obliged to create an open and inclusive working environment for the employment, performance of work, and determination of equal reimbursement in cases of equal qualifications and position, promotion, or dismissal.
- 6.3. The Employer provides an anti-discriminatory working environment and, based on individual characteristics, takes all necessary measures to prevent or eliminate possible cases of unequal treatment.
- 6.4. The Employer ensures the monitoring of the process (including the assessment of remuneration in terms of gender) and the appropriate response to the fact of violation. He/she is obliged to study any alleged case of unequal treatment through a special commission, which is created based on paragraph 20.5 of the present Regulations.

## **Article 7. The Rights of the Employee**

- 7.1. The Employees, regardless of citizenship, have the right to form any Association, Union, including a Professionals Union. This right includes the opportunity to refrain from joining a Union / Professional Union.
- 7.2. The Employees' Union, in any form, has the right to negotiate with the Employer, which includes the right to collective bargaining in the case of Professionals Unions.
- 7.3. The Employee / Employees' Union can appeal the fact of violation of the right.
- 7.4. The Employee has the right to refuse to perform the compulsory and illegal work.

## **Article 8. Obligation to Provide Information**

- 8.1. Based on the professional activity, the Employee is obliged to possess the authority to carry out this activity and present the documents confirming the relevant qualifications to the Employer.
- 8.2. The Employee has to immediately notify the Employer of any circumstances that may endanger the implementation of the relevant activity.

## **Article 9. Employee's Personal File, Personal Data**

- 9.1. By observing the principle of confidentiality, the Employer manages the Employee's personal file under the rules prescribed by the Law. The personal file consists of the following documents:
  - a) Identification Document;
  - b) Resume (CV);
  - c) Documents confirming education and/or relevant qualifications;

- d) Employment Agreement;
  - e) Bank requisites;
  - f) A reference on a person convicted of a sexual crime and/or deprived of rights, issued by the Service Agency of the Ministry of Internal Affairs of Georgia;
  - g) Any other documents, if necessary.
- 9.2. The Employer is entitled to process, based on the Employment Relationship, the Employee's personal data obtained under the rules prescribed by the Law.

### **Article 10. Property Liability**

- 10.1. The Employee is responsible for the use of the property transferred to him/her for the intended, official purposes and for their safety.
- 10.2. The Employee is obliged to:
- a) Follow the rules of maintenance and operation of material values;
  - b) Immediately notify the person with the relevant authority about the unusual movement, failure/breakdown, and/or any other unforeseen change in the condition of the property entrusted to him/her.
- 10.3. The head of each structural unit is obliged to undertake proper control over the use and protection of the property transferred to the Employee subordinate to him/her.

### **Article 11. Working Hours**

- 11.1. Working hours mean the period of time during which the Employee is obliged to perform the obligations assumed under the Agreement.
- 11.2. According to the Employment Agreement, a calendar week includes 5 or 6 working days, usually Monday to Friday or Monday to Saturday.
- 11.3. In case of a 5-working day week, the working day, as a rule, starts at 10:00 and ends at 19:00 if not specified otherwise in the Individual Employment Agreement. In case of a 6-working day week, the working day ends at 18:00 and 15:00 on Saturday.
- 11.4. The head of the structural unit is entitled to establish a different work schedule, if necessary, for the Employees working in this unit.
- 11.5. The Employee is obliged to inform the head of the relevant structural unit about any interruption of his/her work.

### **Article 12. Break Time**

Within the working day, the break duration is 1 hour which is not considered working time. To ensure uninterrupted service, the direct supervisor determines the use of the break time by turns.

### **Article 13. Duration of Leave**

- 13.1. The Employee is eligible to use 24 working days of paid leave per year and 15 calendar days of unpaid leave per year.
- 13.2. The Employee has the right to request paid leave six months after starting the work.
- 13.3. To take the leave, the Employee is obliged to notify the Employer 2 weeks in advance about taking the vacation, unless the notification is impossible due to urgent medical or family conditions. The Employer is obliged to notify the Employee of his/her consent to grant the paid leave within three days of receiving the notice; otherwise, it is considered that the Employer refuses to grant the leave.
- 13.4. Vacation pay for Employees with hourly or other types of performance-based compensation is determined by accruing 1/12 of their pay, which, at the Employee's choice, may be paid in advance monthly or in full on the day of vacation. The Employee receives the vacation pay even in case of voluntary non-use of paid vacation.
- 13.5. Each Employee has the right to maternity /paternity leave under the rules established by the Legislation of Georgia.

### **Article 14. The Sequence and Rules of Granting the Leave**

- 14.1. The Employer can determine the sequence of use of leave by the Employees if the simultaneous use of the right to leave by different Employees causes a significant delay in normal operation. The head of each structural unit is authorized to determine the sequence of leaves.
- 14.2. The head of the relevant structural unit gives his/her approval for leave, with a prior agreement with the Chancellor. It is permissible to refuse an application for a leave request if, arising from official necessity, it is inappropriate for the Employee to use the leave during the specified period.
- 14.3. The performance of the work of the Employee on vacation may be assigned to another acting Employee according to the decision of the head of the relevant structural unit.

### **Article 15. Business Trip**

- 15.1. A business trip means travel undertaken by an Employee to carry out official duties outside the scope of the permanent place of work.
- 15.2. The ground of the business trip is the instruction of the Chancellor, based on the presented proof of the direct supervisor, which is given in the form of an Order. The Order determines the Employee's place of duty, terms, and issues related to remuneration.
- 15.3. The Employee is obliged to submit the original documents confirming the business trip to the Chancellor in a reasonable time after returning from the business trip. Business trip expenses are calculated according to the days spent on the business trip, including rest and holidays.
- 15.4. The Employee will be reimbursed for the daily travel and accommodation expenses. Paying part of the business trip money in advance is possible. Furthermore, the final settlement is carried out after submitting documents confirming the relevant expenses to the Chancellor.

## Article 16. Overtime Work

- 16.1. The Employee carries out the overtime work with the consent of the Employer.
- 16.2. The number of hours worked overtime is calculated and paid monthly at 1.25 of the regular hourly rate. In exchange for compensation, the Parties may agree on giving the Employee an additional day off.
- 16.3. The Employee is obliged to perform overtime work, including on rest days and holidays, if necessary, for the Employer and is justified based on the principle of proportionality.

## Article 17. Remuneration

- 17.1. The remuneration of the Employee is determined in the form of monthly fixed, earned (including hourly), or a combination of the mentioned types. The remuneration of the Employee must be competitive and ensure the promotion of the personal, economic, and social development of the Employee.
- 17.2. Individual leave contribution is 1/12 of the monthly salary of Employees working on earning-based pay.
- 17.3. The amount of remuneration for administrative and support staff is determined by an Individual Agreement. The Chancellor's Order established the general framework of remuneration based on the academic staff's workload scheme.
- 17.4. Remuneration is paid by bank transfer.

## Article 18. Final Settlement

- 18.1. After termination of the Employment Agreement, the Employer must provide the final settlement with the Employee under the rules prescribed by the Law.
- 18.2. The Employee is obliged to return the property transferred to him/her for use. The return is confirmed by drawing up an appropriate act by a person responsible for administering material values.

## Article 19. Incentives for Employees

- 19.1. Material and non-material forms of incentives for special achievements can be used for the Employee, such as, for example, expressing gratitude or awarding a special certificate.
- 19.2. The decision on incentives for Academic Staff is based on the recommendation of the Dean of the respective School and, in the case of administrative and support staff – under the Order of the Chancellor.

## Article 20. Disciplinary Responsibility

- 20.1. The Employer is authorized to apply preventive measures of disciplinary responsibility against the Employee for violating the obligations assumed under the Employment Agreement and/or Company Regulations. The termination of the Employment Agreement must be preceded by a written warning to the Employee on the application of this measure in case of repeated violations.
- 20.2. The Employee is obliged to use a warning as the preferred measure of disciplinary responsibility. Despite the warning, the repeated breach of the obligation within one year becomes the basis for termination of the Employment Agreement.

- 20.3. The grounds for immediate (without notice) termination of the Agreement are actions that make it impossible to continue the Employment Relationship, namely:
- a) Application of the Employer's property for personal purposes, intentionally or causing damage to it by gross negligence, or creating a threat of such damage;
  - b) Deliberate action against the Employer's business reputation, contrary to ethical standards, or aimed at discrediting another employee;
  - c) Use of working time for personal interests;
  - d) Disclosure of confidential information;
  - e) Appearance at work under the influence of alcoholic or narcotic substances or consuming them at the workplace;
  - f) Any action incompatible with other labor relations.
- 20.4. The choice of the form of liability by the Employer is based on a comprehensive study of the circumstances. The decision made must be justified and adequate. The Employee has the right to provide a reasoned explanation of the violation no later than 3 (three) working days.
- 20.5. The Disciplinary Commission, if necessary, will be established by the Chancellor to assess the nature and severity of the violation. The Chancellor makes the decision on the extent of liability application and is provided in the form of relevant Order or protocol.

#### **Article 21. Procedure for Statements and Disputes Review**

- 21.1. The Employee's application or complaint is reviewed within 30 (thirty) calendar days unless otherwise provided by the Law.
- 21.2. If during the consideration of the issue it was determined that the Applicant needs to submit additional documents, the consideration of the issue and, accordingly, the deadline will be suspended until the submission of the appropriate documents.
- 21.3. An individual dispute must be resolved through conciliation procedures between the Parties, which implies holding direct negotiations between the Employee and the Employer.
- 21.4. The Party sends a written notice on the initiation of conciliation procedures to the other Party. This notice must clearly state the basis of the dispute and the Parties' claims.
- 21.5. The other Party is obliged to consider the written notice provided for in paragraph 4 of this Article and inform the Party of his/her decision in writing within 10 (ten) calendar days after its reception.
- 21.6. The Parties or their Representatives make a written decision that becomes part of the existing Employment Agreement.
- 21.7. If the parties fail to reach an agreement within 14 (fourteen) calendar days after receiving the written notice provided in paragraph 4 of this Article, the Party has the right to apply to the Court.
- 21.8. If the Party refrained from participating in the conciliation procedures within 14 (fourteen) calendar days after the reception of the written notice provided in paragraph 4 of this Article, he/she has to prove the factual circumstances of the dispute.

## **Article 22. General Instructions for Labor Protection and Fire Safety**

- 22.1. The Employer has to take the necessary measures to protect the safety and health of the Employee, as well as to provide the Employee with the information available to him/her about all the factors that may affect his/her health.
- 22.2. The Employer is obliged to instruct the Employee on the rules of Labor Safety and later provide the monitoring/supervision of the observance of these rules.
- 22.3. The Employee must contribute to and support introducing and improving a healthy and safe environment.
- 22.4. The consumption of tobacco and tobacco products (including electronic cigarettes) is prohibited on the territory of the University Campus.

## **Article 23. The Rules of Studying the Acts and Corporate Correspondence**

- 23.1. The head of each structural unit is obliged to introduce the content of the internal regulatory acts to the Employee under his/her authority.
- 23.2. The introduction of internal regulatory acts is provided through the official e-mail.
- 23.3. The correspondence on behalf of the University is made through corporate e-mail.

## **Article 24. Regulation Changes**

Any cancellation of the Regulation or making amendments and additions to them is made under the Decision of the Representative Council.