

INTERNAL REGULATIONS

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CAPITOLUL I GENERAL PROVISIONS

Article 1

The Internal Regulations are an internal normative act.

The reference documents that form the basis for the preparation of these internal regulations of the UMFCDD in Bucharest are the following:

- a) Higher Education Law no. 199 / 2023;
- b) Labor Code Law no. 53 / 2003;
- c) Law no. 367 / 2022 on social dialogue;
- d) Law no. 202 / 2002 on equal opportunities and treatment between women and men - republished;
- e) Ordinance no. 137 / 2000 on the prevention and sanctioning of all forms of discrimination - republished;
- f) Decision no. 970 / 2023 for the approval of the Methodology for the prevention and combating of harassment based on gender, as well as moral harassment at the workplace;
- g) Charter of the UMFCDD in Bucharest, 7th edition;
- h) CCM at the level of units in the higher education sector no. 1822 of 07.11.2023.

Article 2

The internal regulations for employees of the "Carol Davila" University of Medicine and Pharmacy in Bucharest (UMFCDD) specify the specific manner of applying the legal provisions in the field of employment relationships, concluded between UMFCDD, as employer, and employees, as well as the rights and obligations arising from these legal relationships, in accordance with the legislation in force.

Purpose Article 3

The purpose of the Internal Regulations is to ensure the proper functioning of the institution, the achievement of the institutional and professional development of employees and the observance and promotion of the following principles:

- the principle of freedom of labor;
- the principle of equal and non-discriminatory treatment;
- the principle of consensus and good faith;
- the principle of respect for the rights and freedoms of members of the university community;
- the principle of equal opportunities, treatment and non-discrimination;
- the principle of mutual respect between the institution and the employee, respectively between employees;
- the principle of transparency;
- the principle of respect for professional ethics;
- the principle of personal responsibility towards the institution and towards society, for the activity carried out in any plan: didactic, scientific, administrative, etc.;
- the principle of freedom of association for the defense of rights and the promotion of professional, economic and social interests, etc.;
- the principle of freedom of thought and independence from political and religious ideologies and doctrines.



Scope

Article 4

The provisions of these internal regulations apply to all areas of activity of UMFCF and are mandatory for all UMFCF staff, regardless of the duration of the individual employment contract, the duties they perform or the position they hold, including for seconded or delegated staff.

Definitions and abbreviations

Article 5

Definitions:

Disciplinary offense - an act related to work and consisting of an action or inaction committed with guilt by the employee, through which he violated the legal norms, the internal regulations, the individual employment contract or the applicable collective labor contract, the orders and legal provisions of the hierarchical leaders;

Employer - a legal person who can, according to the law, hire labor force on the basis of an individual employment contract;

Work accident - represents violent injury to the human body, as well as acute occupational intoxication, which occur during the work process or in the performance of work duties and which cause temporary incapacity for work for at least 3 days, disability or death;

Professional competence - represents the ability to perform the activities required at the workplace at the qualitative level specified in the occupational standard, the totality of a person's knowledge, skills and abilities to fulfill the tasks and responsibilities of the job to the highest possible standard;

Competence - the totality of a person's knowledge, skills and abilities to fulfill the tasks and responsibilities of the job to the highest possible standard;

Communication - the transmission and exchange of information (messages) between people; process by which a sender transmits information to the receiver through a channel, in order to produce certain effects on the receiver;

Confidentiality – a characteristic applicable to information, the guarantee that it is not made available or disclosed to unauthorized entities;

Collective Labor Agreement – a written document, concluded between two parties: the employer or the employer's organization and the employees, salaried persons, represented by unions;

Discipline – the totality of the rules of conduct and orders mandatory for the members of a collective;

Discrimination – an action that involves a different, unfair treatment towards a person because of their membership in a certain social group, which implies a certain form of exclusion or rejection;



Document – an act by which a fact is verified, ascertained or anticipated, a right is conferred, an obligation is recognized, respectively a written or printed text, inscription or other testimony serving to know a current or past real fact;

Professional training - a form of continuous education for employees, in addition to the formal education system with the aim of increasing the level of professional competence, and this is achieved through various training and advanced training courses;

Propaganda - Action carried out systematically in order to spread a political, religious doctrine, theories, opinions, in order to make them known and accepted, in order to gain followers;

Social protection - represents a set of measures and actions aimed at ensuring a certain level of welfare and social security for the entire population and especially for certain social groups;

Patrimonial liability - the liability that falls on the employee based on the principles of contractual civil liability for material damage caused to the employer due to their fault and in connection with their work;

Regulation - the totality of instructions, norms and rules that establish and ensure the order and smooth running of an organization, institution, enterprise;ent in



Internal regulations - the document drawn up by the employer which establishes at least the following categories of provisions:

- a) *rules on protection, hygiene and safety at work within the unit;*
- b) *rules on compliance with the principle of non-discrimination and the elimination of any form of violation of dignity;*
- c) *the rights and obligations of the employer and employees;*
- d) *the procedure for amicable settlement of individual labor conflicts, individual requests or complaints of employees;*
- e) *specific rules on labor discipline in the unit;*
- f) *disciplinary offenses and applicable sanctions;*
- g) *rules on the disciplinary procedure;*
- h) *the modalities of application of other specific legal or contractual provisions;*
- i) *the criteria and procedures for professional evaluation of employees.*
- j) *rules on notice;*



k) *information* on the general employee training policy, if any.

as well as the rules for carrying out the activity in the organization, institution, enterprise;

Employee - a natural person, party to an individual employment contract who performs work for and under the authority of an employer and benefits from the rights provided by law, as well as from the provisions of applicable collective labor contracts or agreements;

Sanction - coercive measure with an educational role, applied as a consequence of the failure to fulfill an obligation;

Disciplinary sanction - Legal coercive measure, expressly provided for in labor legislation, having a moral or patrimonial nature that can be applied by the employer to the employee as a result of the latter committing a disciplinary offense;

Article 6

Abbreviations:

UMPCD – University of Medicine and Pharmacy „Carol Davila”

OHSC/CSSM – Occupational Health and Safety Committee

CLA/CCM - Collective Labor Agreement

CHAPTER II

RULES CONCERNING PROTECTION, HYGIENE AND SAFETY AT WORK

Article 7

The employer is obliged to take all necessary measures to protect the life and health of employees, including for occupational risk prevention activities, to ensure the safety and health of employees in all aspects related to work through information, training and implementation.

Article 8

In this regard, at the UMPCD level, the OHSC/CSSM is established, consisting of representatives of management, employees and union representatives.

Its purpose is to ensure the involvement of employees in the development and implementation of decisions in the field of labor protection.

The role of the OHSC/CSSM is:

- a) identifying the system of technical and harmful factors that act on employees in the work process;
- b) establishing the organizational or disciplinary measures that are required;
- c) ensuring control of labor protection activity.

Article 9

Occupational health and safety aim to improve working conditions and establish measures to eliminate all factors that contribute to accidents and occupational diseases and is achieved through:

- a) a) ensuring at all times adequate ventilation and uniform, sufficient lighting at the workplace;

- b) b) attending the medical examination upon employment and the periodic medical examination in accordance with the legislation in force;
- c) c) learning and complying with the occupational safety regulations.
- d) d) full use of individual occupational safety equipment;
- e) e) learning first aid instructions in the event of an accident at work;
- f) f) compliance with personal hygiene regulations;
- g) g) maintaining cleanliness and hygiene at the workplace;
- h) h) prohibiting the consumption of alcoholic beverages;
- i) i) maintaining cleanliness in the rooms and access corridors, on the stairs and in the common sanitary groups;
- j) j) the equipment, tools and instruments used during work must comply with the occupational safety regulations;
- k) k) the spaces will be maintained and used appropriately

Article 10

The employer takes the necessary measures to protect the safety and health of employees, including for occupational risk prevention, information and training activities, as well as for the implementation of the organization of labor protection and the means necessary for it.

Article 11

- (1) The employer is responsible for organizing the activity of ensuring health and safety at work and is obliged to organize the training of its employees in the field of health and safety at work.
- (2) The training is carried out periodically in accordance with the provisions of the legislation in force.
- (3) The training provided for in paragraph (1) is mandatory for new employees, those who change their place of work or type of work, including those who have been absent for more than 30 working days. In all these cases, the training is carried out before the actual start of the activity.

Article 12

- (1) Workplaces must be organized in such a way as to guarantee the safety and health of employees.
- (2) The responsible factors in the UMFCO organize and carry out permanent control of the condition of materials, equipment and substances used in the work process, in order to ensure the health and safety of employees.

Article 13

The number of representatives and the designation of CSSM members are established by decision of the Rector, according to the legislation in force.

Article 14

CSSM develops its own organization and functioning regulations, which it submits to the Rector for approval.

Article 15

- a) Employees have the following obligations regarding occupational health and safety:
- b) a) not to expose themselves or other employees to the risk of occupational injury or illness while performing their work;
- c) b) to learn and comply with occupational health and safety regulations and instructions;

- d) to use technical equipment and hazardous substances correctly;
- e) to immediately notify the employer and/or designated workers of any work situation that they have good reason to consider a danger to the safety and health of workers, as well as any deficiency in the protection systems; to inform the workplace manager of any risk situations of occupational accident or occupational disease, as well as any deficiency in the protection systems;
- f) to cooperate with the CSSM staff and the Occupational Health and Safety and Emergency Services to enable the employer to ensure that all working conditions are appropriate and do not pose risks to health and safety at work;
- g) to carry out all measures established for the prevention and extinguishing of fires on time;
- h) to act, in accordance with the procedures established at the workplace, in the event of any imminent fire hazard; to effectively participate in extinguishing fires and eliminating their consequences as well as in evacuating people and material goods;
- i) to immediately inform the workplace manager and/or the employer of accidents suffered by the person concerned;
- j) to correctly use machines, equipment, tools, dangerous substances, transport equipment and other means of production;
- k) not to arbitrarily disable, modify, change or remove their own safety devices, in particular those of machines, equipment, tools, technical installations and buildings, and to correctly use these devices;
- l) to provide the reports requested by labor inspectors and health inspectors.

Article 16

Active surveillance of employee health, in relation to workplace requirements and, in particular, to harmful occupational factors, is mandatory for the employer and in accordance with the legislation in force and the CCM at the branch level.

CHAPTER III

RULES ON RESPECT FOR THE PRINCIPLE OF NON-DISCRIMINATION, EQUAL TREATMENT AND THE ELIMINATION OF ANY FORM OF VIOLATION OF DIGNITY

Article 17

Forced labor is prohibited..

Article 18

- (1) In employment relations, the principle of equal treatment for all employees shall apply.
- (2) Any direct or indirect discrimination against an employee, discrimination by association, harassment or act of victimization, based on the criteria of race, citizenship, ethnicity, colour, language, religion, social origin, genetic features, sex, sexual orientation, age, disability, chronic non-contagious disease, HIV infection, political opinion, family situation or responsibility, trade union membership or activity, membership of a disadvantaged category, is prohibited.
- (3) Any act or act of distinction, exclusion, restriction or preference, based on one or more of the criteria provided for in paragraph (2), which has as its purpose or effect the non-granting, restriction or removal of the recognition, use or exercise of the rights provided for in the labour legislation, constitutes direct discrimination.
- (4) Any apparently neutral provision, action, criterion or practice which has the effect of placing one person at a disadvantage compared to another on the basis of one of the criteria set out in paragraph (2) constitutes indirect discrimination, unless that provision, action, criterion or practice is

objectively justified by a legitimate aim and the means of achieving that aim are proportionate, appropriate and necessary.

(5) Harassment is unwanted conduct, including of a sexual nature, that makes a person feel offended, humiliated or intimidated. This includes situations in which a person is asked to engage in sexual activities as a condition of employment or the granting or recognition of a right or advantage in favor of that person, as well as situations that create a hostile, intimidating or humiliating environment. Harassment involves several incidents and/or actions of a repetitive nature, which constitute physical, verbal and non-verbal harassment.

(6) Discrimination by association consists of any act or fact of discrimination committed against a person who, although not belonging to a category of persons identified according to the criteria set out in paragraph (2), is associated or presumed to be associated with one or more persons belonging to such a category of persons.

(7) Any adverse treatment resulting from a complaint or notification to the competent authorities, or from legal action regarding the violation of legal rights or the principle of equal treatment and non-discrimination, constitutes victimization.

(8) Any conduct consisting of ordering, in writing or orally, a person to use a form of discrimination, based on one of the criteria set out in paragraph (2), against one or more persons is considered discrimination.

(9) It does not constitute discrimination to exclude, distinguish, restrict or prefer a particular job if, by the specific nature of the activity in question or the conditions in which the activity is carried out, there are certain essential and determining professional requirements, provided that the aim is legitimate and the requirements proportionate.

(10) Any behaviour of nationalist-chauvinist propaganda, incitement to racial or national hatred, or that behaviour aimed at attacking dignity or creating an intimidating atmosphere, which encourages hostile, degrading, humiliating or offensive attitudes directed against a person or a community, constitutes a deviation from this regulation.

Article 19

(1) Any employee who performs work benefits from working conditions appropriate to the activity undertaken social protection, occupational health and safety, as well as respect for his dignity and conscience, without any discrimination.

(2) All UMFCF employees who perform work are recognized as having the right to payment for the work performed, the right to the protection of personal data, as well as the right to protection against illegal dismissals.

CHAPTER IV RIGHTS AND OBLIGATIONS OF EMPLOYER AND EMPLOYEES

Article 20

The employer has, in principle, the following rights:

- a) to establish the organization and functioning of the UMFCF;
- b) to establish the appropriate duties and work hours for each employee, under the terms of the law;
- c) to issue mandatory provisions for the employee, subject to their legality;
- d) to exercise control over the manner in which work tasks are performed;
- e) to ascertain the commission of disciplinary offenses and to apply the appropriate sanctions, according to the law, the applicable CCM and the internal regulations;
- f) to establish individual performance objectives as well as the criteria for evaluating their achievement.

Article 21

- a) The employer has the following main obligations:
- b) a) to inform employees about working conditions and elements concerning the development of employment relations;
- c) b) to permanently ensure the technical and organizational conditions taken into account when developing work rules and appropriate working conditions;
- d) c) to grant employees all rights arising from the law, the applicable CCM and individual employment contracts;
- e) e) to periodically communicate to the employees the economic and financial situation of the unit, with the exception of sensitive or secret information, which, if disclosed, is likely to prejudice the activity of the unit. The periodicity of the communications is established by negotiation in the applicable CCM;
- f) f) to consult with the employees' representatives regarding decisions likely to substantially affect their rights and interests;
- g) g) to pay all contributions and taxes in his charge, as well as to withhold and transfer the contributions and taxes owed by the employees, under the terms of the law;
- h) h) to establish the general register of employees' records and to operate the records provided for by law;
- i) to issue upon request a document certifying the applicant's status as an employee, namely the activity carried out by him/her, the duration of the activity, the salary, the length of service, the profession and the specialty or an extract from the general register of employees, dated and certified for compliance;
- j) to ensure the confidentiality of the employees' personal data;
- k) to respond, with reasons, in writing, within 30 days of receiving the employee's request regarding the transfer to a vacant position that provides more favorable working conditions if he/she has completed the probationary period and has at least 6 months of service with the same employer.

Article 22

UMFCD employees have the right to:

- a) appropriate salary for the work performed and for the position held, including the right to remuneration regulated by the legislation specific to budgetary institutions;
- b) daily and weekly rest;
- c) annual leave;
- d) promotion/advancement based on the results obtained in the evaluation of individual professional performances and an exam;
- e) dignity at work;
- f) equal opportunity and treatment;
- g) information and consultation;
- h) access to vocational training or the right to continuously improve their vocational training;
- i) consultation with a view to determining and improving working conditions and the working environment;
- j) social protection;
- k) opinion;
- l) to establish or join trade union, professional, cultural, etc. organizations;
- m) occupational safety and health;
- n) collective and individual negotiation of working conditions;
- o) the right to protection in the event of dismissal;

- p) the right to collective and individual bargaining;
- q) the right to participate in collective action;
- r) the right to request a transfer to a vacant position that provides more favorable working conditions if he has completed his probationary period and has at least 6 months of service with the same employer.

Article 23

UMPCD employees have the following obligations:

- a) to be loyal and faithful to UMFCDD in carrying out their duties;
- b) to comply with the regulatory acts in force;
- c) to respect work discipline;
- d) to execute the legal provisions given by hierarchical superiors in carrying out their duties;
- e) to carry out the work norm or, as the case may be, to carry out the duties assigned to them according to the job description and to use working time for the purpose of carrying them out;
- f) to comply with the provisions contained in the internal regulations, in the applicable CCM, as well as in the individual employment contract;
- g) to comply with the established work schedule;
- h) to comply with the legal provisions in force regarding the preservation of state and service secrets. The obligation to preserve state and service secrets shall be maintained even after the termination of employment relationships, depending on the level of access to this information, according to the regulatory acts in force;
- i) not to commit acts that could endanger the security of the institution, its staff or their own person;
- j) not to remove from the institution, without approval, documents, equipment or any other goods belonging to it;
- k) to hand over the works, documents and materials/goods they receive in order to exercise their official duties, according to the legal provisions in force;
- l) not to violate the rules of decency and respect towards superiors, subordinates and colleagues, to have a decent attitude that reflects the values of the institution;
- m) to know and respect the measures of occupational health and safety, to use and maintain in good conditions the means of protection, work equipment and safety devices, to have a thorough knowledge of the measures of prevention and extinguishing of fires;
- n) to show care towards the goods given for use or storage;
- o) to notify the institution in time when he/she cannot attend the program due to illness or other reasons;
- p) to ensure the presentation of the medical certificate to the institution according to the legal regulations in force.

Article 24

- (1) Employee representatives are guaranteed protection against any form of conditioning, coercion or limitation of the exercise of their functions, in accordance with legal provisions.
- (2) The material resources at the disposal of employees represent university property and may not be used for personal purposes.
- (3) The competencies (the limits within which employees can make decisions) are those provided for in the Job Description. It will be appreciated that they assume their own responsibilities within the limits of the competencies that have been delegated. The employee's initiative and ability to work independently (without supervision) are criteria that will be taken into account in the evaluation of individual performance. However, employees must ensure that they do not exceed the competencies



established for the position held. Additional clarifications may be requested, if necessary, from the authorized persons.

(4) Employees must behave appropriately, kindly and collegially with the people with whom they have collaborative relationships, provide them with all the information needed within the limits of the competencies listed in the Job Description, show solicitude and not create unwanted conflict situations.

(5) If employees are contacted by the press for any kind of information related to the employer's activity, employees will not provide press representatives with information on behalf of the university if they have not been authorized to do so, but will direct them to the General Directorate of the University Secretariat (DGSU).

Article 25

UMFCD employees are prohibited from:

- a) conducting propaganda by any means or other activities in favor of political parties, formations or organizations;
- b) making statements or publishing information/articles/documents in the press on behalf of UMFCD, without the approval of specialized structures;
- c) introducing alcoholic beverages, toxic substances or drugs into the institution, reporting to work or carrying out activities under their influence;
- d) carrying out, within the work schedule, activities other than those related to the job duties or assigned tasks.

Article 26

(1) UMFCD employees have rights and obligations in the field of occupational health and safety, according to the provisions of the law.

(2) The obligations of employees in the field of occupational health and safety cannot affect the responsibility of UMFCD.

(3) Measures regarding occupational health and safety cannot determine financial obligations for employees.

(4) The rights and obligations of teaching staff, auxiliary teaching staff and administrative staff are supplemented by the provisions of the Law on Higher Education no. 199/2023, with the provisions of the Labor Code, with subsequent amendments and supplements, as well as with other normative acts and internal rules.

Article 27

(1) For outstanding results obtained in the activity carried out, employees may be rewarded with:

- a) verbal or written thanks;
- b) honorary titles, honorary diplomas, badges;
- c) prizes / bonuses / incentives;
- d) other rewards.

(2) Proposals for rewarding UMFCD employees are made by hierarchical superiors and approved by the Rector.

CHAPTER V AMICABLE RESOLUTION OF INDIVIDUAL LABOR CONFLICT, INDIVIDUAL REQUESTS OR COMPLAINTS

Article 28

In the event of an individual labor conflict, the parties will act in good faith and will attempt to resolve it amicably.

Article 29

(1) In order to promote the amicable and expeditious resolution of individual labor conflicts, upon conclusion of the individual labor contract or during its execution, the parties may include in the contract a clause establishing that any individual labor conflict shall be resolved amicably, through the conciliation procedure.

(2) Conciliation, within the meaning of this law, means the method of amicable resolution of individual labor conflicts, with the help of an external consultant specialized in labor law, under conditions of neutrality, impartiality, confidentiality and with the free consent of the parties.

Article 30

The external consultant can be a lawyer, an expert in labor law or, as the case may be, a mediator specialized in labor law, who, through his active role, will act so that the parties act responsibly to resolve the conflict, respecting the rights of employees recognized by law or established by employment contracts.

Article 31

The parties have the right to freely choose their external consultant. His fee will be borne by the parties according to their agreement.

Article 32

Either party may contact the external consultant to initiate the conciliation procedure for the individual labor conflict. The consultant will send the other party a written invitation, through the means of communication provided for in the individual labor contract.

Article 33

(1) The date of opening the conciliation procedure may not exceed 5 working days from the date of communication of the written invitation.

(2) The term for contesting labor conflicts is suspended during the conciliation.

Article 34

(1) If, as a result of the discussions, a solution is reached, the external consultant will draft an agreement that will contain the understanding of the parties and the method of settling the conflict.

(2) The agreement will be signed by the parties and by the external consultant and will take effect from the date of signing or from the date expressly provided for therein.

Article 35

The conciliation procedure is closed by drawing up a report signed by the parties and by the external consultant, in the following situations:

- a) by concluding an agreement between the parties following the resolution of the conflict;
- b) by the external consultant finding that the conciliation has failed;
- c) by the failure of one of the parties to appear on the date established in the written invitation.

Article 36

If the parties have only reached a partial agreement or have failed in the conciliation operation, they may address the competent court in order to fully resolve the individual labor conflict.

CHAPTER VI WORKING TIME AND REST TIME

Article 37

- (1) Working time represents any period during which the employee performs work, is at the employer's disposal and performs his/her tasks and duties, according to the provisions of the individual employment contract, the applicable CCM and/or the legislation in force.
- (2) The work schedule represents the activity organization model, which establishes the hours and days when the work begins and ends.
- (3) The work schedule of UMFCF employees is 40 hours per week according to the specifics of the position. Employees are obliged to organize their work in such a way as to fit into the work schedule.
- (4) The employees' lunch break is included in the normal daily duration of working time and cannot exceed 40 minutes.

Article 38

- (1) The normal working hours for full-time employees are 8 hours per day and 40 hours per week, for administrative and auxiliary teaching staff, and for teaching staff according to the legal provisions regarding the standardization of teaching and scientific research activity.
11 At the employee's request and with the employer's approval, the distribution of working time may be uneven over the 5 working days, depending on the specifics of the work performed, while respecting the normal working time of 40 hours per week.
- (2) Exceptionally, for good reasons and if the duties of the job allow, the Rector may approve the shift of the schedule, while respecting the normal duration of working time of 40 hours per week.
- (3) The maximum legal duration of working time may not exceed 48 hours per week, including overtime.
- (4) By way of exception, the duration of working time, including overtime, may be extended beyond 48 hours per week, provided that the average working hours, calculated over a reference period of 4 calendar months, do not exceed 48 hours per week.
- (5) For certain activities or professions established by the applicable collective labor agreement, reference periods longer than 4 months, but not exceeding 6 months, may be negotiated through the respective collective labor agreement.

Article 39

- (1) By way of exception, for teaching staff, the physical duration (not conventional or equivalent) of working time for the basic norm is variable and determined by the Curriculum, the Staff List and the students' timetable.
- (2) By mutual agreement between the employee and the employer, for teaching staff, activities specific to the teaching and research fields may be carried out also on the weekly rest days, Saturday and Sunday, in compliance with the legal provisions.
- (3) For teaching staff, the duration of working time, including overtime, may be extended beyond 48 hours/week with a reference period of no more than 12 months. When establishing the reference period, the duration of annual leave and situations of suspension of the individual employment contract are not taken into account.

Article 40



(1) The reduction of working time to less than 8 hours per day applies to personnel who effectively and permanently carry out their activity in workplaces with particularly harmful, difficult or dangerous conditions, according to the law.

Article 41

(1) The interval between two working days is, as a rule, at least 12 consecutive hours, between the end of the working hours of one day and the beginning of the working hours of the next day.

(2) In the case of work carried out in shifts, this rest period may not be less than 8 hours between shifts.

Article 42

Employees are entitled to 48 consecutive hours of rest each week, usually on Saturdays and Sundays. This rest may also be established on other days, as appropriate.

Article 43

(1) Work undertaken over the normal working hours is considered additional work.

(2) Additional work cannot be performed without the employee's consent.

(3) The performance of work beyond normal working hours may be ordered by the Rector / management structures, without the employee's consent, for:

a) preventing or eliminating the effects of natural disasters or other cases of force majeure, as well as in situations that endanger the health or life of individuals;

b) eliminating the effects of unforeseen situations that could harm the good supply of water, electricity, heat and fuels, the functioning of sewage installations, postal and telecommunications services, as well as for preventing damage to or destruction of goods in the unit's patrimony;

c) other exceptional situations related to the interests of the service, under the conditions established by the provisions in force.

Article 44

Overtime hours worked over the normal working hours shall be compensated with appropriate free time within the next 90 days from their completion or, if this compensation is not possible within the stipulated period, the overtime hours shall be paid by adding a bonus to the basic salary corresponding to the overtime hours worked, under the conditions provided by law.

Article 45

(1) Night work is work performed between 22.00 and 06.00. The normal duration of night work shall not exceed 8 hours in a 24-hour period.

(2) Employees who perform at least 3 hours of night work shall benefit either from a working schedule reduced by one hour compared to the normal duration of the working day, without this leading to a decrease in their basic salary, or from a 25% increase calculated on the basic salary, corresponding to the hours worked.

Article 46

UMPCD employees do not, as a rule, work on legal holidays.

Article 47

Employees are entitled to annual leave, additional leave, sick leave, maternity leave, paternity leave, leave for raising a child or caring for a sick child, accommodation leave, carer's leave, paid leaves for special family events, leaves for professional training, as well as unpaid leaves for personal reasons, granted in accordance with the provisions of the law.

Article 48

(1) The duration of annual leave is granted in accordance with the specifics of the position in which the person is employed, in compliance with the legislation applicable to the professional category corresponding to the position held. Auxiliary teaching staff benefit from an additional leave of between 5 and 10 working days, according to the law. Teaching staff benefit from a leave of 40 working days, and these are correlated with student holidays.

(2) The annual leave of employees is granted in proportion to the activity performed in a calendar or academic year, as the case may be.

(3) Auxiliary and contractual teaching staff of UMFCB are entitled, in each calendar year, to a paid leave of between 21 and 28 working days, in relation to their length of service, as follows:

- a) 21 working days for those with a length of service of up to 5 years;
- b) 24 working days for those with 5-15 years of work experience;
- c) 28 working days for those with over 15 years of work experience.

Article 49

(1) The scheduling of annual vacation leaves shall be approved by the hierarchical superiors and shall be carried out by the end of the calendar year for the following year. Vacation leaves shall be staggered throughout the year, taking into account both the specifics of the position, ensuring the smooth running of the activity, and the interests of the employees.

(2) If vacation leaves are scheduled in fractions, but not in more than three periods, employees must take at least 15 working days of uninterrupted vacation in a calendar year.

(3) The scheduling of the vacation leave may be modified, and its execution may be interrupted. In the event that the employee is recalled, by written order of the Rector, for unforeseen situations that make his presence in the institution necessary, the employer is obliged to bear all the expenses of him and his family, necessary to return to work, as well as any damages suffered by him as a result of the interruption of the vacation leave.

(4) For the period of the vacation leave, the employee benefits from a vacation allowance, which cannot be less than the total value of the salary rights due for the respective period.

(5) The holiday allowance represents the daily average of the salary rights provided for in paragraph (1) of the last 3 months preceding the one in which the holiday is taken, multiplied by the number of holiday days. This allowance is paid at least 5 working days before the employee goes on holiday, if the employee has applied, in writing, to the Rector at least 10 days before going on holiday.

(6) Taking the holiday in the following year is allowed only if it was not possible to take it during the respective year, in the cases expressly provided for by law.

(7) Untaken holiday may be compensated in money only in the event of termination of employment relations.

Article 50

Employees who work in special, harmful, difficult or dangerous conditions benefit from an additional rest leave of at least 3 working days, according to the legal provisions in the field and specific regulations.

Article 51

(1) Paid leave for special family events shall be granted at the request of employees, as follows, unless otherwise provided by specific regulations:

- a) 5 working days for the person's marriage;
- b) 10 working days for the birth of a child + 5 working days if a childcare course has been taken;
- c) 5 working days for the marriage of a child;
- d) 5 working days in the event of the death of the employee's spouse, father-in-law, child, parents, grandparents, brothers, sisters or other dependents;
- e) 3 working days in the event of a change of address;
- f) 2 working days for child health care (for families with 1 or 2 children) and 3 working days (for families with 3 or more children);
- g) 2 working days for blood donation.

(2) Paid leave for special family events is not included in the duration of vacation leave.

Article 52

UMFCD employees are entitled to unpaid leave granted at their request, by the Rector, of up to 90 working days per year, to resolve the following personal situations:

- a) taking the baccalaureate exam, the entrance exam to higher education institutions, the university year exams, as well as the diploma exam for employees who are following a form of higher education;
- b) taking the doctoral entrance exam, the doctoral exams or the defence of the doctoral thesis, in the case of employees who do not benefit from doctoral scholarships;

Article 53

(1) Unpaid leave may be granted beyond the limit provided for the following situations:

- a) caring for a sick child over 3 years of age, during the period indicated in the medical certificate; both the employed mother and the employed father benefit from this right, if the child's mother does not benefit, for the same reasons, from unpaid leave;
- b) medical treatment carried out abroad for the duration recommended by the doctor, if the person in question is not entitled, according to the law, to compensation for temporary incapacity for work, as well as for accompanying the husband or, as the case may be, the wife or a close relative - child, brother, sister, parent, while they are undergoing treatment abroad - in both situations with the mandatory approval of the Ministry of Health;
- c) other personal interests;

(2) The duration of unpaid leave may not exceed one year.

Article 54

(1) Employees are entitled to training leave.

(2) Training leave is granted at the employee's request, during the training period that the employee is undertaking on his/her own initiative and is not included in the duration of the vacation leave.

(3) The request for training leave must be submitted to the Rector at least one month before it is to be taken.

(4) Training leave may be granted with or without pay, in accordance with legal provisions.

(5) The period of unpaid training leave is established in agreement with the head of the structure in which the employee works and is approved by the Rector.

(6) Employees are entitled, during a calendar year, to paid leave for professional training of up to 10 working days, in the event of undertaking a form of training at their own initiative.

(7) Paid leave for professional training is granted if the UMFCD has not ensured participation in a form of professional training during a calendar year.



Article 55

In the event that the employer bears the costs of professional training, an addendum to the individual employment contract will be concluded with the employee, whereby he or she is obliged to carry out his or her activity in UMFCF for a certain period, established in accordance with the provisions of the normative acts and regulations in force.

Article 56

(1) The employee has the right to be absent from work in unforeseen circumstances, determined by a family emergency caused by illness or accident, which make the employee's immediate presence indispensable, subject to prior notification to the employer and with the recovery of the period of absence until the employee's normal working hours are fully covered.

(2) Absence from work may not exceed 10 working days in a calendar year. The employer and the employee shall establish by mutual agreement the method of recovering the period of absence.

Article 57

(1) Leave from work may be granted, upon request, for well-founded reasons, by the hierarchical superior and may have a duration no longer than the normal daily working time.

(2) Leave shall be recovered by performing an equal number of hours of work within 30 days from the date of its completion.

CHAPTER VII PATRIMONIAL LIABILITY

Article 58

(1) The employer is obliged, under the rules and principles of contractual civil liability, to compensate the employee in the event that the latter has suffered material or moral damage due to the fault of the employer during the performance of his/her duties or in connection with the service.

(2) If the employer refuses to compensate the employee, the latter may file a complaint with the competent courts.

Article 59

(1) Employees are liable for material damage caused by their fault and in connection with their work, pursuant to the rules and principles of contractual property and civil liability.

(2) In the event that the employer finds that his employee has caused damage through his fault and in connection with his work, he may request the employee, through a note of finding and assessing the damage, to recover its equivalent, by agreement of the parties, within a period that cannot be less than 30 days from the date of communication.

(3) The equivalent of the damage recovered by agreement of the parties cannot be greater than the equivalent of 5 gross minimum wages in the economy.

(4) When the damage was caused by several employees, the amount of each employee's liability shall be determined in relation to the extent to which they contributed to its occurrence.

(5) Employees shall not be liable for damage caused in the event of force majeure, other unforeseen causes that could not be eliminated, nor for damage that falls within the normal risk of the job.

Article 60

- (1) The employee who has received an amount not due from the employer is obliged to return it.
- (2) If the damage cannot be covered by monthly deductions from the salary within a maximum period of 3 years from the date on which the first installment of deductions was made, the employer may contact the bailiff under the terms of the Code of Civil Procedure.

CHAPTER VIII CONCRETE RULES ON LABOR DISCIPLINE

Article 61

The employee has the following work discipline obligations:

- a) to respect the established work schedule, the internal rules of access and departure;
 - b) not to leave the workplace during work, unless this is permitted by the assigned tasks and/or by the direct supervisor's order;
 - c) to use the working time completely to carry out the work tasks provided for in the Job Description or that have been entrusted to him/her by the direct supervisor;
 - d) to use a civilized language and attitude with co-workers, subordinates and management personnel;
 - e) any dispute of a personal nature in the UMFCFCD premises and during working hours is prohibited;
 - f) to apply the legal norms of occupational safety and health, fire prevention and extinguishing and those regarding Emergency Situations, to immediately announce any situation that may endanger the workplace or any situation of imminent danger;
- not to be absent from work without reason;
- g) to undergo a medical check-up upon hiring and periodically during the execution of the individual employment contract;
 - h) in case of illness, to notify within a maximum of 24 hours from the onset of the illness, except in situations where the employee is unable to;
 - i) to notify the RUNOS Directorate of any change in personal data;
 - j) in case of disaster, to participate in the rescue and sheltering of goods and people.

Article 62

Employees are prohibited from:

- a) introducing and consuming alcoholic beverages, drugs, ethnobotanicals, hallucinogenic substances, narcotics in the UMFCFCD premises or during working hours;
- b) performing work contrary to medical recommendations;
- c) committing immoral, violent or degrading acts;
- d) addressing insults, insults or speaking in a loud tone to other employees or visitors;
- e) introducing toxic or flammable materials into the UMFCFCD premises;
- f) carrying out political activities of any kind in the UMFCFCD premises, introducing, distributing or displaying manifestos of any kind;
- g) to carry out other work or activities other than those that constitute work obligations in the UMFCFCD offices and during working hours;

- g) to receive from a natural or legal person with whom UMFCF maintains contractual relations and with whom the employee comes into contact due to his/her work duties any compensation or material advantage;
- h) to use the fixed assets and inventory items that he/she has in his/her use for personal interest;
- i) to use the information that he/she has become aware of through the nature of his/her work within UMFCF to obtain personal advantages.

CHAPTER IX EMPLOYEE RECORDS

Article 63

(1) UMPCD keeps records of employees in the human resources structure, based on the following documents:

- a) the professional file;
- b) the general register of employees' records;

(2) By decision of the Rector, changes regarding the employment or service relationships of employees resulting from hiring, promotion/advancement, application of disciplinary sanctions, granting of material rewards, establishment or dissolution of departments, etc. will be recorded.

Article 64

The employee's professional file mainly includes:

- a) the individual employment contract
- b) the job description;
- c) the additional document(s) to the individual employment contract;
- d) the criminal record certificate;
- e) copies of the identity and educational documents;
- f) the medical certificate upon employment;
- g) the periodic medical record;
- h) the annual activity evaluation sheet;
- i) promotions;
- j) disciplinary sanctions applied;
- k) the institutional e-mail address assigned through which information of any nature will be communicated;
- l) other necessary documents;
- m) the declaration given upon employment specifying that the person has taken note of the provisions of this regulation, given within 5 days of employment.

Article 65

(1) The employer is obliged to inform each employee of the provisions of the internal regulations on the first day of work, and to provide proof of the fulfillment of this obligation, including by communicating it to the institutional address assigned to each employee.

(2) Employees will be issued, upon request, copies of the documents existing in the professional file.



Article 66

- (1) The general register of employees is completed in the order of employment and includes the identification elements of the employed persons, the elements characterizing the employment relationships,
- (2) Upon the employee's written request, the Rector decides the issuing of a document attesting the employee's activity, seniority at work, profession and job.

Article 67

The employees' attendance at work is recorded through the attendance sheet and based on the collective monthly attendance sheet signed by the hierarchical superior and submitted to the Human Resources Department by the last day of the month to which it refers.

CHAPTER X

CONCLUSION OF THE INDIVIDUAL EMPLOYMENT CONTRACT, ITS AMENDMENT, SUSPENSION AND TERMINATION

Article 68

- (1) Employment in a UMPCD structure is done through a competition or examination organized by UMPCD under the conditions provided by law and by the University's regulations.
- (2) Competitions will be organized according to the legal provisions in force.

Article 69

- (1) Upon employment, an individual employment contract is concluded, in written form, between the UMPCD, represented by the Rector, and the person declared admitted to the competition/exam.
- (2) The individual employment contract is concluded in two copies, one of which remains with the employer, and the second with the employee.
- (3) The job description is attached to the individual employment contract.

Article 70

- (1) UMPCD employees are employed for an indefinite period or for a fixed period, in the cases and conditions expressly provided by law.
- (2) In the case of a temporary vacancy, in which the holder of the respective position has his individual employment contract suspended for a certain period, the employment of another person for that position is only for a fixed period, until the holder resumes his activity.

Article 71

- (1) Depending on the duration of the work schedule, the individual employment contract may be with normal working time or with part-time, under the conditions of the law.
- (2) Wage rights are granted in proportion to the time actually worked, compared to the rights established for the normal work schedule.

Article 72

- (1) In order to verify the employee's skills, upon conclusion of the individual employment contract, a probationary period of no more than 90 calendar days for executive positions and no more than 120 calendar days for management positions shall be established.



(2) Graduates of educational institutions, upon their debut in the profession, shall complete a probationary period/internship of 6 months or other periods expressly provided for by law, which shall constitute seniority in work.

(3) At the end of the probationary period/internship, an evaluation shall be made.

Article 73

(1) The individual employment contract may be amended only with the consent of the parties.

(2) Any amendment to the elements of the individual employment contract that does not arise from the effect of the law requires the conclusion of an additional act to the individual employment contract within 15 days from the date of the amendment.

Article 74

(1) The modification of the individual employment contract at the initiative of the Rector may be made temporarily and only with regard to the workplace. This modification is carried out by delegation or secondment of the employee.

(2) During the delegation or secondment, the employee retains his position and all other salary rights provided for in the individual employment contract.

Article 75

(1) Delegation represents the temporary exercise, at the employer's disposal, by the employee, of work or tasks corresponding to the job duties outside his/her workplace.

(2) Delegation may be ordered for a period of no more than 60 calendar days in 12 months and may be extended, for successive periods of no more than 60 calendar days, only with the employee's consent.

(3) The employee's refusal to extend the delegation may not constitute grounds for disciplinary sanction.

(4) The delegated employee has the right to payment of transportation and accommodation expenses, as well as to a delegation allowance under the conditions provided by law.

Article 76

(1) Secondment is the act by which the temporary change of workplace is ordered, at the discretion of the Rector, to another employer, for the purpose of performing work in the interest of the latter.

(2) Exceptionally, the type of work may also be changed through secondment, but only with the written consent of the employee.

(3) Secondment may be ordered for a period of no more than one year.

(4) Exceptionally, the secondment period may be extended for objective reasons, with the agreement of both parties every 6 months.

(5) The rights due to the seconded employee are granted by the employer in whose interest the secondment was ordered.

(6) During the secondment, the employee benefits from the rights that are more favorable to him, either the rights from the UMFCF or the rights from the employer to which he is seconded.

(7) The employee may refuse the secondment ordered by the Rector only exceptionally and for solid personal reasons.

(8) The seconded employee is entitled to payment of transportation and accommodation expenses, as well as to a secondment allowance under the conditions provided by law.

Article 77

UMPCD may temporarily change the employee's place and type of work, without his consent, in the event of force majeure, as a disciplinary sanction or as a measure to protect the employee.

Article 78

(1) Suspension of the individual employment contract of the employee consists in the interruption of work and the payment of salary for a certain period of time.

(2) Suspension of the individual employment contract may occur by law, by agreement of the parties or by unilateral act of one of the parties.

(3) During the suspension of the individual employment contract, the person concerned shall maintain the status of employee.

(4) In the event of suspension of the individual employment contract due to an act attributable to the employee, during the suspension, he shall not benefit from any right resulting from his status as employee.

(5) Whenever during the period of suspension of the contract a cause for the termination of the individual employment contract occurs, the cause for the termination of the individual employment contract shall prevail.

(6) In the event of suspension of the individual employment contract, all deadlines related to the conclusion, amendment, execution or termination of the individual employment contract shall be suspended, except in situations where the individual employment contract terminates by law.

Article 79

The employment contract is suspended by law in the following situations:

- a) maternity leave;
- b) leave for temporary incapacity for work;
- c) quarantine;
- d) exercising a position within an executive, legislative or judicial authority, for the entire duration of the mandate;
- e) force majeure;
- f) in the event that the employee is arrested on remand, under the terms of the Code of Criminal Procedure;
- g) expiry of the period for which the necessary permits, authorizations or certifications for exercising the profession were issued. If within 6 months the employee has not renewed the necessary permits, authorizations or certifications for exercising the profession, the individual employment contract shall terminate by law;
- h) fulfilling a salaried management position in the union;
- i) in other cases expressly provided for by law.

Article 80

The individual employment contract may be suspended at the employee's initiative in the following situations:

- a) leave to raise a child up to 2 years old or, in the case of a disabled child, until the child reaches the age of 3;
- b) leave to care for a sick child up to 7 years old or, in the case of a disabled child, for intercurrent illnesses, until the child reaches the age of 18;
- c) parental leave;
- d) leave for professional training;

e) exercise of elective functions within professional bodies established at central or local level, for the entire duration of the mandate;

f) participation in a strike;

g) accommodation leave;

h) carrying out, on the basis of a contract concluded under the law, a specific activity as a maternal assistant, personal assistant of a person with a serious disability or professional personal assistant.

(2) The individual employment contract may be suspended in the event of unexcused absences of the employee, under the conditions established by the applicable collective labor agreement, the individual employment contract, as well as by the internal regulations.

Article 81

The individual employment contract may be suspended at the employer's initiative in the following situations:

a) if the employee has been prosecuted for criminal acts incompatible with the position held, until the court decision becomes final;

b) in the event of a temporary interruption or reduction of activity, without termination of the employment relationship, for economic, technological, structural or similar reasons;

c) during the period of secondment;

d) during the period of suspension by the competent authorities of the approvals, authorizations or certifications necessary for the exercise of the professions;

e) in the event that the employee has been subject to judicial control or bail, under the terms of the Code of Criminal Procedure, if obligations have been established against him that prevent the execution of the employment contract, as well as in the event that the employee is under house arrest and the content of the measure prevents the execution of the employment contract;

f) during the temporary suspension of activity and/or its reduction as a result of the decree of a state of siege or state of emergency according to art. 93 paragraph (1) of the Constitution of Romania, republished.

Article 82

The termination of the individual employment contract occurs:

a) by law;

b) as a result of the agreement of the parties, on the date agreed upon by them;

c) as a result of the unilateral will of one of the parties under the terms of the law.

Article 83

(1) The employment contract terminates by operation of law:

a) on the date of the employee's death, as well as in the case of the dissolution of the legal entity employer, from the date on which the employer ceased to exist according to the law;

a) on the date on which the court decision declaring the death or establishing the special guardianship of the employee becomes final;

b) on the date on which the standard age conditions and the minimum contribution period for retirement are cumulatively fulfilled or, exceptionally, for the employee who opts in writing for the continuation of the individual employment contract, within 30 calendar days prior to the fulfillment of the standard age conditions and the minimum contribution period for retirement, at the age of 65; on the date of communication of the pension decision in the case of a third-degree disability pension, partial early retirement pension, early retirement pension, old-age pension with a reduction in the

- standard retirement age, on the date of communication of the medical decision on work capacity in the case of first-degree or second-degree disability, according to the law and internal regulations;
- c) as a result of the finding of the absolute nullity of the individual employment contract, from the date on which the nullity was found by agreement of the parties or by a final court decision;
 - d) as a result of the acceptance of the application for reinstatement in the position held by the employee of a person dismissed illegally or for unfounded reasons, from the date on which the court decision on reinstatement becomes final;
 - e) as a result of the conviction to serve a custodial sentence, from the date on which the court decision becomes final;
 - f) from the date of withdrawal by the competent authorities or bodies of the approvals, authorizations or certifications necessary for the exercise of the profession;
 - g) as a result of the prohibition of the exercise of a profession or a position, as a security measure or complementary punishment, from the date of the finality of the court decision ordering the prohibition;
 - h) on the date of expiry of the term of the individual employment contract concluded for a fixed period;
 - i) withdrawal of the consent of the parents or legal representatives, in the case of employees aged between 15 and 16.

(2) The employer may not restrict or limit the employee's right to continue the activity under the conditions provided for in paragraph (1) letter c).

(3) Based on a request made 30 days before the date of cumulative fulfillment of the standard age conditions and the minimum contribution period for retirement and with the approval of the employer, the employee may be maintained in the same position for a maximum of 3 years beyond the standard retirement age, with the possibility of an annual extension of the individual employment contract.

Article 84

(1) Dismissal represents the termination of the employment contract at the initiative of the employer represented by the Rector, ordered by a Decision to terminate the employment contract by dismissal.

(2) Dismissal may be ordered for reasons related to the employee or for reasons not related to the employee.

(3) Dismissal for reasons not related to the employee may be individual or collective.

Article 85

(1) Dismissal for reasons related to the employee's person occurs in the following situations:

- a) if the employee has committed a serious or repeated violation of the rules of labor discipline or those established by the individual labor contract or internal regulations, as a disciplinary sanction;
- b) if the employee is under preventive arrest or house arrest for a period exceeding 30 days, under the terms of the Criminal Procedure Code;
- c) if, by decision of the competent medical expertise bodies, the employee's physical and/or mental incapacity is established, which does not allow him to fulfill the duties corresponding to the job;
- d) if he does not professionally correspond to the job in which he is employed;

(2) Dismissal for committing a serious offense or repeated offenses against the rules of labor discipline, as well as in the situation where the employee is not professionally qualified, may be ordered only after completing the preliminary investigation procedure.

(3) Dismissal for committing a serious or repeated violation of the rules of labor discipline may be ordered only after the employer has completed the preliminary disciplinary investigation.

(4) Dismissal of the employee for the reason provided for in art. 86, para.(1), letter d may be ordered only after the prior evaluation of the employee, according to the evaluation procedure established by the applicable CCM or, in its absence, by the internal regulations.

Article 86

(1) Dismissal for reasons not related to the employee's person represents the termination of the individual employment contract determined by the termination of the job held by the employee as a result of the termination of the job due to economic difficulties, technological changes or reorganization of the activity.

(2) The termination of the job must be effective and have a real and serious cause.

(3) Dismissal for reasons not related to the employee's person may be individual or collective.

(4) Employees dismissed for reasons not related to their person benefit from active measures to combat unemployment and may benefit from compensation under the conditions provided by law and the applicable CCM.

Article 87

(1) In the event of dismissal, the Rector issues the Decision to terminate the employment contract by dismissal and orders its notification to the employee affected by the dismissal, according to the provisions of the law.

(2) The decision to terminate the employment contract by dismissal is communicated in writing to the employee and must contain, in mandatory terms:

a) the reasons for the dismissal;

b) the legal basis on which the dismissal is ordered;

c) the duration of the notice, as the case may be, which may not be less than 15 working days, respectively 20 working days for persons dismissed under art. 86 para.(1) lett. c) and d), art. 87 para. (1), (2) and (4);

d) the list of all available jobs in the institution and the specification of the 3 working day period within which employees are to opt to fill a vacant job from those on the list;

e) the deadline and the competent court at which the person to be dismissed may appeal the dismissal decision.

(3) The decision to terminate the employment contract by dismissal is issued in 3 copies, one for each party and the third for the professional file.

(4) The decision to terminate the employment contract by dismissal takes effect from the date of notification to the respective employee.

(5) During the notice period, the individual employment contract continues to produce its effects.

(6) If during the notice period, the individual employment contract is suspended, the notice period is suspended accordingly.

(7) The provisions of paragraph (2) letter c) second sentence are excepted for persons dismissed under art. 86 paragraph (1) letter d) of this regulation who are in the probationary/internship period.

(8) In the case of dismissal of a trade union member, for reasons not related to the employee, the employer shall notify the intention to dismiss in writing to the trade union to which the employee belongs before issuing the dismissal decision.

Article 88

(1) The rector is obliged to propose to the employee other vacant jobs compatible with the professional training or, as the case may be, with the work capacity established by the occupational medicine doctor, if the termination of the individual employment contract occurs:

- a) as a result of the decision of the competent medical expertise bodies, which establishes the physical and/or mental incapacity of the employee, which does not allow him to fulfill the duties corresponding to the job held;
- b) in the event that the employee does not professionally correspond to the job in which he is employed;
- c) as a result of the acceptance of the request for reinstatement in the position occupied by the employee of an illegally dismissed person, from the date on which the court decision on reinstatement becomes final;

(2) If there are no vacancies within the institution, corresponding to the professional training or, as the case may be, the work capacity established by the occupational medicine doctor, the Rector is obliged to take steps to identify such positions.

(3) The employee has a period of 3 working days from the receipt of the notification of the vacancies, to express his/her consent regarding the new job offered.

(4) If there are no such vacancies or if the employee does not express his/her consent within the period provided for in paragraph (3), the individual employment contract shall be terminated, in compliance with the legal provisions in force.

Article 89

(1) Resignation is the unilateral act of the employee's will who, through a written notification, communicates to the employer the termination of the individual employment contract, after the expiration of a notice period. The employee has the right not to motivate the resignation.

(2) UMFCDD is obliged to register the employee's resignation. Refusal to register the resignation gives the employee the right to prove it by any means of evidence.

(3) The notice period is a maximum of 20 working days for employees with executive positions, respectively 45 working days for employees holding management positions.

(4) During the notice period, the individual employment contract continues to produce all its effects. In the event that the individual employment contract is suspended during the notice period, the notice period shall be suspended accordingly.

(5) The individual employment contract shall terminate on the date of expiry of the notice period or on the date of total or partial waiver by the employer of the respective term.

(6) The employee may resign without notice if the UMFCDD does not fulfill its obligations assumed by the individual employment contract.

CHAPTER XI

EVALUATION OF INDIVIDUAL PROFESSIONAL PERFORMANCE

Article 90

The evaluation of individual professional performances of UMPCDD employees is done annually based on UMCD's own methodology.

Article 91

(1) The evaluation consists of the objective assessment of the degree of fulfillment by employees of the job duties provided for in the respective job description, by comparing the degree of fulfillment



of the objectives and evaluation criteria established for the respective period with the results actually obtained.

(2) For the annual evaluation, the evaluation forms corresponding to the level of education provided for the position occupied by the evaluated person shall be completed.

Article 92

Based on the results of the annual evaluation of individual professional performances, the evaluated employee may be promoted to the professional grade/step immediately superior to the one occupied, maintained in the position or demoted to the professional grade/step immediately inferior to the one occupied, as the case may be, according to the law.

Article 93

Individual professional performance evaluation sheets are filed in the professional file of each employee.

CHAPTER XII DISCIPLINARY OFFENCES AND SANCTIONS

Article 94

(1) Disciplinary misconduct is an act related to work and consists of an action or inaction committed with guilt by the employee by which he violated the legal norms, the internal regulations, the individual employment contract or the applicable CCM, the orders and legal provisions of the hierarchical leaders.

(2) The University has the disciplinary prerogative having the right – according to the law – to apply disciplinary sanctions to employees whenever it finds that they have committed a disciplinary misconduct.

Article 95

(1) The disciplinary sanctions applied by the university in the event of disciplinary offenses are:

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

(2) For teaching staff and auxiliary teaching staff, the provisions of art. 172 Law 199/2023 apply, when the violations violate the norms of university ethics and deontology.

(3) Only one sanction can be applied for the same violation, disciplinary fines being prohibited.

(4) The disciplinary sanction is deleted by law within 12 months of its application, if the employee is not subjected to a new disciplinary sanction within this period. The deletion of disciplinary sanctions is established by a decision of the university management issued in written form.

(5) Except for the case of the application of a written warning, under penalty of absolute nullity, no disciplinary measure can be ordered before the preliminary disciplinary investigation has been carried out.

Article 96

The disciplinary sanctions are as follows:

- :
- a) written warning, consists of a written warning to the employee, informing him/her that in the event of further violations, another more serious sanction will be applied.
The sanction is applied to the employee who has intentionally or negligently committed an act that did not cause serious damage or could have caused damage to the unit.
 - b) demotion from position, represents the sanction applied by the university to the employee who, not being the first offender, intentionally commits an act/acts that harm the order and activity of the unit with a high degree of danger.
 - c) The reduction of the basic salary or, as the case may be, of the management allowance, by 5-10% for a period of 1-3 months, is applied by the university for the commission by an employee of serious misconduct, the repetition of misconduct for which he has been previously sanctioned with demotion or the production of material damages.
 - d) The disciplinary termination of the individual employment contract represents the maximum sanction that can be applied by the university both for the commission of a single particularly serious misconduct and for the repeated violation of the employee's obligations of a nature to seriously disrupt the order and activity of the university;

Article 97

- (1) Upon finding serious or repeated violations of the rules of labor discipline or those established by the individual labor contract, the applicable CCM or the internal regulations, the university orders the dismissal of the employee for reasons related to the employee's person, under the terms of the law.
- (2) During the preliminary disciplinary investigation, the employee has the right to formulate and support defenses in his favor and to provide all the evidence and motivations he considers necessary, as well as the right to be assisted at his request by an external consultant specialized in labor legislation or by a representative of the union of which he is a member.
- (3) The nature of the offenses for which the sanctions provided for are applied is established by the university, in accordance with the law and the University Charter, in relation to the seriousness of the disciplinary offense committed by the employee, taking into account:
 - a) the circumstances in which the act was committed;
 - b) the degree of guilt of the employee;
 - c) the consequences of the disciplinary offense;
 - d) the general behavior of the employee in labor relations;
 - e) the sanctions previously applied.
- (4) The following misconducts are considered serious and lead to disciplinary termination of the individual employment contract:
 - a) theft or proven intent to steal any property from the university's patrimony;
 - b) fraud consisting in obtaining property to the detriment of the university (including receiving and keeping for personal benefit amounts due to the university);
 - c) violation of confidentiality rules for one's own benefit or that of third parties;
 - d) intentional damage to property belonging to the university;
 - e) any act likely to endanger the life and health of other persons or the integrity of the university's property;
 - g) negligence, if this has caused significant material or moral damage or endangered the lives of other people;
 - h) refusal to perform reasonable and justified tasks from hierarchical superiors, under the law;
 - i) unexcused absences if they exceed 3 consecutive days or 15 days within 6 months;
 - j) unfair competition;

- k) defăimarea cu rea credință a universității, dacă astfel s-au adus prejudicii morale sau materii defamation in bad faith of the university, if this has caused moral or material damage;
 - l) theft of documents or alienation of files without authorization;
 - m) violent, brutal or obscene manifestations;
 - n) violation of the secrecy of correspondence, including for electronic mail;
 - o) forgery of documents, primary supporting documents on the basis of which accounting records are made;
 - p) stealing documents or disposing of files without authorization;
 - q) violent, brutal or obscene manifestations;
 - r) violating the secrecy of correspondence, including electronic mail;
 - s) forgery of documents, primary supporting documents on the basis of which accounting records are made; conduct or behavior that constitutes harassment at work - physical conduct (repeated unwanted physical contact, inappropriate touching of the body, physical violence including sexual assault, use of threats or rewards related to the workplace to request sexual favors), verbal conduct (comments regarding the appearance, age, private life of an employee, sexual comments, stories and jokes of a sexual nature, sexual advances, sending humiliating, degrading, sexually explicit messages, by phone, e-mail or any other means of communication, if these are made systematically/repeatedly), nonverbal behavior (displaying sexually suggestive or explicit materials, sexually suggestive gestures, if these are made systematically/repeatedly);
- (5) The above cases are not exhaustive. It is not possible to list all the situations that could lead to disciplinary termination of the individual employment contract without taking prior measures. Each case must be analyzed and investigated impartially.

Article 98

- (1) Any disciplinary sanction may be imposed only after a preliminary disciplinary investigation has been conducted.
- (2) In order to conduct the preliminary disciplinary investigation, the Rector shall convene the Commission for the Analysis of Disciplinary Offences of the Teaching-Auxiliary and Administrative Staff to conduct an investigation into the acts committed by the respective employee and shall order the convocation in writing, specifying the subject, date, time and place of the convocation. The employee's failure to appear, without an objective reason, shall entitle the Rector to impose the sanction without conducting the preliminary disciplinary investigation.
- (3) During the preliminary disciplinary investigation, the employee has the right to formulate and support all defenses in his favor and to provide the Commission for the Analysis of Disciplinary Offences of the Teaching-Auxiliary and Administrative Staff with all the evidence and motivations he considers necessary, as well as to be assisted, upon request.

Article 99

- (1) The employer, represented by the Rector, has the right to establish and apply disciplinary sanctions.
- (2) After the preliminary investigation by the Commission for the Analysis of Disciplinary Offences of the Teaching-Auxiliary and Administrative Staff, the Rector orders the application of a disciplinary sanction through a Sanction Decision, approved by the legal advisor who provides legal assistance to UMFCF.
- (3) The sanction decision must be taken within 30 calendar days from the date of becoming aware of the disciplinary offence, but no later than 6 months from the date of the act.



Article 100

(1) The decision to impose a sanction shall be drawn up in writing and shall include, under penalty of absolute nullity:

- a) a description of the act constituting a disciplinary offence and the date on which the act occurred;
- b) a specification of the legal provisions, including these regulations, as well as those in the individual employment contract and job description, that were violated by the employee;
- c) the reasons why the defences formulated by the employee during the preliminary disciplinary investigation were dismissed or the reasons why the investigation was not carried out;
- d) the legal basis on which the disciplinary sanction is applied;
- e) the time limit within which the sanction may be contested;
- f) the competent court at which the sanction may be contested.

(2) The sanctioning decision shall be delivered personally to the respective employee, with a signature of receipt, or, in case of refusal of receipt, by registered letter with acknowledgment of receipt, within 5 calendar days from the date of issue.

Article 101

The sanctioning decision may be appealed by the sanctioned person, within 30 calendar days from the date of communication.

CHAPTER XIII

METHODS OF APPLICATION OF OTHER LEGAL OR CONTRACTUAL PROVISIONS

Article 102

(1) The introduction or consumption of drugs, alcoholic beverages, as well as the introduction, possession and use of firearms or any other weapons that would endanger the life or health of employees is not allowed within the premises of UMFCF and its subordinate units.

(2) Presence at the workplace under the influence of drugs or alcoholic beverages is prohibited.

(3) Failure to comply with the provisions of paragraphs (1) and (2) constitutes an offense and will be sanctioned according to the law

Article 103

Gambling is prohibited within the UMFCF.

Article 104

(1) The legal provisions prohibiting smoking or the consumption of related products or emerging products are mandatory in UMFCF for its employees, students, and people occasionally found on university premises.

(2) Smoking is prohibited in places with a fire hazard.

(3) The designated smoking areas are outside the buildings and ashtrays, water or sand containers will be placed.

(4) Failure to comply with the aforementioned provisions constitutes an offense and will be sanctioned accordingly.



Article 105

UMPCD employees, as well as personnel within the UMPCD premises, are required to comply with legal provisions and internal order measures.

Article 106

- (1) Access for persons to carry out operative interventions in case of fire must be ensured at all times.
- (2) Blocking access, evacuation and intervention routes is prohibited.
- (3) In all UMPCD structures, the following will be displayed in a visible place: "Organization of intervention, in case of fire, by employees" and the evacuation scheme for personnel and goods.

CHAPTER XIV RESOLUTION OF INDIVIDUAL EMPLOYEE REQUESTS OR CLAIMS

Article 107

- (1) Employees may address to the university, in their own name, individual requests or complaints regarding the violation of their rights provided for in the individual employment contract or the CCM.
- (2) In order to thoroughly and legally resolve the individual requests or complaints of employees, the university shall appoint a commission by a decision of the Rector, which shall investigate and analyze in detail all the aspects notified.
- (3) Within 30 days of registering the employee's individual request or complaint at the university registry, based on the committee's report, the university shall communicate the response in writing to the petitioner.
- (4) The response shall indicate, without fail, the legal basis for the adopted solution.
- (5) Any person, from within the university or from outside the university, may notify the University Ethics Committee of violations committed by members of the university community, consisting in the failure to comply with the rules of ethics and university deontology.
- (6) The University Ethics Committee shall keep the identity of the author of the notification confidential.
- (7) Following the notification, the University Ethics Committee shall initiate the procedures established by the Code of University Ethics and Deontology, the University Charter and the legislation in force.

CHAPTER XV FINAL AND TRANSITIONAL PROVISIONS

Article 108

The provisions of these Internal Regulations are complemented by those of the legal normative acts in force, in the areas referred to by its provisions and the University Charter.

Article 109

Labor conflicts regarding working conditions, called conflicts of interest between the employer and the employee(s) or, as the case may be, the employee representatives, are resolved through direct conciliation.



Article 110

Acts that violate the norms of behavior in the family and society do not constitute disciplinary offenses, and these attract, as the case may be, criminal, civil or contraventional liability.

Article 111

Management personnel are responsible for informing subordinate personnel of this regulation and for keeping it in places where it can be consulted permanently.