

APPROVED BY  
Order No 37-VI of the Rector of the  
Lithuanian Academy of Music and Theatre  
of 28 February 2022

## **RULES OF PROCEDURE OF THE LITHUANIAN ACADEMY OF MUSIC AND THEATRE**

### **CHAPTER I GENERAL PROVISIONS**

1. The purpose of the Rules of Procedure (hereinafter the Rules) of the Lithuanian Academy of Music and Theatre (hereinafter the LMTA/Academy) is to set a regulatory framework for the working hours of all staff at the LMTA and the use thereof, the general duties of the Academy's employees and other issues related to working arrangements.

2. When exercising their rights and performing their duties, all of the Academy's employees must abide by the Labour Code of the Republic of Lithuania and other employment legislation, comply with the orders and instructions of the Rector of the Academy, act and work in good faith and respect the principles of justice and fairness.

3. If there is an elected and functioning work council at the Academy, or another body representing the interests of employees, any draft amendments to the Rules shall be submitted to the work council (or another body representing the interests of employees), and they shall be subject to a consultation procedure. Following the completion of the consultation procedure, the amendments to the Rules shall be approved by the Rector of the LMTA.

### **CHAPTER II STRUCTURE AND GOVERNANCE**

4. The Academy's staff consists of academic staff (lecturers, artistic and research staff, professors emeritus), administrative, facilities and other employees. The terms and conditions of employment and social guarantees of the Academy's employees shall be established by the Labour Code of the Republic of Lithuania, the Law on Higher Education and Research, as well as other legislation.

5. The Academy shall have autonomy, which includes academic, administrative, facilities and financial management activities and is based on the principle of self-governance, academic freedom and respect for human rights, as well as equal opportunities to be ensured across all activities of the Academy.

6. The Academy shall have collegial governing bodies: the Council and the Senate, as well as a single-person governing body — the Rector. Their functions have been established in the Statute of the Academy.

7. The Academy's organisational units fall into the categories of academic and non-academic units.

8. The main activities of the LMTA's academic units shall be conducting studies, and artistic, scientific and experimental activities.

9. The Academy's non-academic units are designed to ensure the functioning of the academic units and to perform other functions of the Academy.

10. The business of the Academy's organisational units shall be governed by the regulations of the departments as approved by an order of the Rector.

11. Any plans for the restructuring of the Academy's structure necessary for the implementation of strategic objectives shall be submitted by the Rector and approved by the Council following the consideration of the Senate's opinion.

### **CHAPTER III STAFF RECRUITMENT**

12. To implement the targets of the Academy's studies, artistic activities, research and experimental (social, cultural) development and economic activities, and to perform the administrative functions of the LMTA and its units, the Academy may recruit persons in accordance with the Law on Higher Education and Research, the Labour Code of the Republic of Lithuania and the implementing legislation.

13. Any elected employees shall have a fixed-term employment contract concluded for the period for which they are elected (term of office).

#### **Recruiting Academic Staff**

14. The Academy's lecturers and researchers, with the exception of trainee researchers and visiting lecturers, shall be recruited for a term of 5 years by open competition. A person, who has been successful in an open competition for the same position of a lecturer or researcher for the second consecutive time, shall be awarded a permanent employment contract for this position. Such a person shall be certified every 5 years in accordance with the procedure established by the Academy. Any period during which a person had been granted pregnancy and childbirth, paternity or child care leave by the Academy shall not be included in the 5-year period. A person that has failed certification shall be dismissed. Recruitment to any higher lecturer or researcher positions shall be conducted by open competition.

15. An open competition for the positions of lecturers and researchers shall be published on the websites of the Academy and of the Lithuanian Research Council. Information about the open competition may also be published in other information sources.

16. Any open competition for the positions of lecturers and researchers shall be subject to the *LMTA's Schedule of Procedures for the Arrangements of Open Competitions for the Positions of Lecturers and Researchers and Certification Thereof*.

17. The Rector may invite, without an open competition, lecturers and researchers to work under a fixed-term employment contract for a period of up to 2 years.

#### **Recruiting Staff at Administrative and Other Non-Academic Units**

18. A list of positions of the Academy's administrative, artistic and other non-academic units, which must be subject to an open competition, shall be established by the Government of the Republic of Lithuania. An open competition shall be announced on the Academy's website. Information about the open competition may also be published in other information sources.

#### **Concluding an Employment Contract**

19. Any staff recruited by the Academy shall have employment contracts concluded. In every employment contract, the parties must agree on the essential terms and conditions of the contract: the employee's workplace, functions and pay conditions.

20. When concluding an employment contract, subject to an agreement between the parties, there shall be an arrangement for a probationary period, which must not exceed 3 months. It shall be set in order to verify whether the employee is suitable for the agreed job, as well as, at the request of the recruited person, whether the job suits them. A probationary period shall not be set for lecturers and researchers recruited by open competition.

21. An employee may have an agreement on additional work concluded, which shall determine the scope, place, functions, period of additional work and pay.

22. Before an employment contract is concluded, an individual to be recruited shall be requested to present the following:

- 22.1. individual's job application;
- 22.2. a copy of an identity document;
- 22.3. consent to the processing of personal data;
- 22.4. a document certifying education or vocational training;
- 22.5. a document proving mandatory health screening.

23. An individual to be recruited shall be introduced to the *LMTA's Rules of Procedure* and their job description; they shall be given introductory occupational and fire safety briefings.

24. An employment contract shall be concluded in duplicate. An employment contract shall be signed by the Rector, or a person authorised by the latter, and the employee. The employment contract shall be recorded in the Log of Employment Contracts. One copy of the signed employment contract shall be delivered to the employee. Any changes to the employment contract shall be recorded in both copies of the contract.

25. Following the signing of the employment contract, the recruited person must present the LMTA's Accounts Department with an application for the transfer of cash payments due stating the bank and their account number.

26. The recruited employee shall be issued, at their request, with an employee ID by the Personnel and Legal Department of the Academy.

27. The employee shall start work on the next day following the conclusion of the employment contract, unless the parties have agreed otherwise.

#### **CHAPTER IV SALARIES AND BENEFITS**

28. 'Salary' shall mean the pay, which is determined in accordance with the *LMTA's Schedule of Procedures for Employee Payroll*, paid for job undertaken under an employment contract and which consists of the employee's salary, supplements and bonuses added up. Payroll shall be organised pursuant to the provisions of the Labour Code of the Republic of Lithuania and other legislation.

29. The specific values of salaries (minimum and maximum) for staff in individual positions and of individual skills, the grounds and procedure for awarding supplementary pay, supplements and additional payments have been established in the *LMTA's Schedule of Procedures for Employee Payroll* as approved by the Academy's Council.

30. Men and women shall be paid equal salaries for identical or equivalent jobs. All staff must be paid identical salary for identical or equivalent jobs, regardless of the employee's gender, age, sexual orientation, social status, disability, race or ethnicity, religion, beliefs or faith.

31. A salary shall be paid to the employee at least twice a month, or, at the employee's request, once a month.

32. Deductions from salaries may be made only in accordance with the procedure established by the Labour Code.

33. Following the expiry of an employment contract, all of the employee's employment-related payments shall be made at the termination of the employment contract with the employee, but no later than before the end of employment, or, following an agreement between the parties, no later than within 10 (ten) working days.

## **CHAPTER V REMOTE WORKING**

34. Remote working is a form of working arrangements or a method of job performance where an employee regularly performs, during all or part of their working time and in accordance with the procedure agreed with the employer, the assigned job functions, or a part thereof, remotely, i.e. in an agreed place, other than the workplace, that is acceptable to the parties to the employment contract, including via information technology.

35. The option of remote working may be enjoyed by all employees whose nature and specifics of activities let them perform the assigned functions using this form of working arrangements.

36. Remote working arrangements shall be carried out in accordance with the *LMTA's Schedule of Procedures for Remote Working*.

## **CHAPTER VI WORKING TIME AND REST PERIODS**

37. The Academy's staff working under employment contracts shall have a 40 hour, 5 working-day working week scheduled with 2 days off for rest.

38. The workload of a lecturer, professional for student practical training and concertmaster, on 1 full-time equivalent shall be 1,500 hours a year, 36 hours a week. The workload of a lecturer, professional for student practical training and concertmaster, shall be recorded in the workload card, which shall be an integral part of the employment contract. Based on the approved schedules of lectures and examinations (pass/fail examinations), the lectures and examinations (pass/fail examinations) may also take place on Saturdays.

39. For the Academy's administrative and other staff, the start of work shall be set for 8.00 hours, end of work, for 17.00 hours, on Fridays the start of work, for 8.00 hours, end of work, for 15.45 hours, with Saturdays and Sundays off for rest. On the eve of public holidays, the working hours shall be shortened by one hour.

40. Subject to the employee's reasoned request, the start and end times may be different as set by an order of the Rector.

41. An employee that wishes to leave work during working hours for non-job-related purposes must notify their line manager thereof and obtain their authorisation.

42. Should an employee be absent from work due to an illness, accident or other legitimate reasons, their line manager, or in the latter's absence the staff at the Personnel and Legal Department, must be notified thereof by telephone or email on the same day. Failure by the employee to notify their line manager, or in the latter's absence the staff at the Personnel and Legal Department, about the reasons of absence from work for more than one day shall be considered a gross disciplinary

violation by the employee. If the employees are unable to notify their absence themselves for certain reasons, this may also be done by other persons.

43. 'Overtime' shall mean any work performed under a written instruction of the Rector of the Academy, or a person authorised by the latter, outside the established working hours, subject to the employee's consent. Arbitrary or voluntary stay at work by the employee, i.e. in the absence of the employer's instruction, after the established working hours shall not be considered overtime. The Rector, or a person authorised by the latter, may impose overtime without the employee's consent only in exceptional statutory cases.

44. A lunch break set for the Academy's administrative and other staff shall be between 12:00 and 12:45 hours.

45. Staff shall use their break to rest and eat at their discretion. Such break shall not be included in the working time.

## **CHAPTER VII POSTING**

46. Staff shall be posted by an order of the Rector of the Academy.

47. The procedure for formalising documents regarding the posting of the Academy's staff in the Republic of Lithuania and abroad, as well as the payment and reporting arrangements, shall be governed by the *LMTA's Schedule of Procedures for Formalising the Posting of Staff and Payment and Reporting Arrangements* as approved by the Rector. Any employees to be posted must follow it and comply with the obligations laid down therein.

## **CHAPTER VIII LEAVE AND PROCEDURE FOR GRANTING IT**

48. Leave may be:
- 48.1. annual;
  - 48.2. special;
  - 48.3. extended/additional.

49. 'Annual leave' shall mean time off from work that is granted to an employee to rest and renew their capacity for work while on average salary (holiday pay).

50. A minimum duration of annual leave shall be 20 working days. Public holidays shall not be included in the duration of leave.

51. Annual leave shall be granted at least once a year. At least one part of the annual leave must not be shorter than 10 working days.

52. Managers of the structural units at the LMTA's administration shall present the approved schedules of the annual leave for their subordinate employees to the Academy's Personnel and Legal Department by 1 April of each year.

53. If an employee is unable to take annual leave in accordance with the approved schedule of annual leave because they are temporarily unfit for work or are exercising their right to special or unpaid leave in accordance with the procedure laid down in the Labour Code, the annual leave shall be granted at another time agreed by the line manager following the employee's request.

54. Special leave is:
- 54.1. pregnancy and childbirth leave;

- 54.2. paternity leave;
- 54.3. child care leave;
- 54.4. educational leave;
- 54.5. sabbatical leave;
- 54.6. unpaid leave.

55. Special leave shall be granted at the employee's request in accordance with the procedure established by the Labour Code.

56. Extended leave shall be granted to the LMTA employees, whose job is considered pedagogical (lecturers, researchers, concertmasters, etc.)<sup>1</sup> for their work associated with increased nervous, emotional, mental stress and occupational risks. Extended leave shall be granted by an order of the LMTA Rector during the students' summer break period. Leave outside the students' summer break period may be granted by an agreement between the parties subject to a written request of the employee.

57. The *LMTA's Collective Agreement* shall establish the possibility for the LMTA employees and members of the LMTA trade union to opt for additional leave.

58. Any employees that fall sick whilst on leave and have a fit note issued must notify their line manager, or in their absence the staff at the Personnel and Legal Department, thereof by telephone or email on the same day.

59. An employee's leave may be cancelled only with the employee's consent.

## **CHAPTER IX ASSET MANAGEMENT**

60. At the Academy, staff shall be provided with work tools subject to their incumbent position.

61. LMTA's employees shall be given access to the internet, email, necessary information systems and software subject to the functions performed, and other information technology and telecommunications equipment. The procedure for the use of information and communication technologies shall be established in the *LMTA's Schedule of Procedures for the Use of Information and Communication Technologies and Staff Monitoring and Supervision at the Workplace*.

62. Subject to the incumbent position, employees shall be provided with a landline and/or a mobile telephone. The LMTA's procedure for the provision and issue of mobile services and mobile handsets, limit setting, supervision and payment for communication services shall be governed in the *LMTA's Schedule of Procedures for the Use of Work Mobile Communications Services and Work Mobile Handsets*.

63. When using the resources of the Academy's library, every member of staff must abide by the *Rules for the Use of the LMTA Library*. Staff must return the documents borrowed from the LMTA library on time or renew their loan period. When terminating an employment contract concluded with the Academy, an employee must settle accounts with the Library.

64. The terms and conditions for the hire (loan for use) of musical instruments owned by the Academy, as well as the procedure for the use and return thereof shall be determined in the *LMTA's Schedule of Procedures for the Hire (Loan for Use) of Musical Instruments* as approved by the Rector of the Academy.

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<sup>1</sup> The list of LMTA's positions whose job is considered pedagogical shall be approved by the LMTA Rector in accordance with the Order of the Minister of Education, Science and Sport Approving the List of Positions Whose Job is Considered Pedagogical.

65. The belongings of the LMTA's Theatre Studio shall be used in accordance with the provisions of the *LMTA's Schedule of Procedures for the Issue, Use and Return of the Belongings of the Theatre Studio*.

66. Distribution, issue, acceptance and maintenance of the filming equipment, studio tools and specialised belongings owned by the LMTA's Film and TV Studio shall be carried out in accordance with the *LMTA's Schedule of Procedures for the Issue, Use and Return of the Belongings owned by the Film and TV Studio*.

67. Where an employee is issued with work tools (laptop, mobile phone) or other material valuables, the employee and the Academy's responsible person shall sign a transfer and acceptance statement, which shall detail the tools transferred to the employee.

68. Should an employee lose (whether through fault or in the absence thereof) any of the work tools or other material valuables issued to them by the Academy, they must notify the Academy's responsible person thereof without delay, but no later than within 2 working days. In such a case, the employee, at the Academy's request, must compensate for the losses caused.

69. Any damage caused by the employee, for which the Academy has not yet been compensated in kind or in cash in good faith by an agreement between the parties, may be deducted from the salary due to the employee under a written instruction of the Rector.

70. Upon termination of employment, the employee undertakes to carry out the transfer of material valuables, accounting and other documents that are or must be at the employee's disposal subject to their position on the last day of work at the latest. Acceptance and transfer of material valuables and works shall be formalised by a transfer and acceptance statement signed by both parties. The employee undertakes to draft a list of accounting and other documents to be transferred.

71. The procedure for the use, storage, marking, maintenance, repairs, supervision of use, mileage and fuel records of work cars, as well as the use of personal cars for work purposes shall be established by the *LMTA's Rules for the Use of Work Cars* as approved by the Rector.

## **CHAPTER X OCCUPATIONAL HEALTH AND SAFETY**

72. 'Occupational health and safety' shall mean all preventive measures designed to preserve the working capacity, health and life of staff at work, which are used and planned across all stages of the Academy's business in order to protect employees from or minimise occupational risks.

73. Each employee must be ensured adequate, safe and health-friendly working conditions as provided for in the Law on Safety and Health at Work of the Republic of Lithuania.

74. The responsibility for ensuring occupational health and safety at the Academy shall be vested with the occupational health and safety officer.

75. Arrangements for ensuring occupational health and safety shall be undertaken in accordance with the requirements of the Law on Safety and Health at Work of the Republic of Lithuania and other regulatory legislation on occupational health and safety.

76. Introductory and periodic briefings on occupational and fire safety shall be carried out in accordance with the statutory procedure with the staff being acquainted therewith against their signed acknowledgement.

77. All employees must comply with the approved health and safety instructions and the requirements provided for in other occupation safety legislation.

## **CHAPTER XI REQUIREMENTS OF INTERNAL PROCEDURE**

78. Cleanliness and tidiness must be ensured in every work station:
- 78.1. the responsibility for the tidiness in rooms shall be vested with the staff who work there;
  - 78.2. the responsibility for the tidiness in the auditoria shall be vested with the property managers, while it shall be supervised by the deans of faculties.
79. Only the property owned by the Academy (furniture, work tools, documents, flowers, paintings, telephone handsets, computers and other organisational equipment) and the employees' personal belongings (handbag, umbrella, outerwear and other similar items) may be kept at individual work stations (rooms).
80. The Academy shall not be responsible for personal property left unattended and for the protection thereof.
81. Office desks and other spaces in rooms must not be overloaded with documents. Documents containing personal data must be stored in locked cabinets.
82. Smoking (use of tobacco, tobacco products and related products), consumption of alcoholic beverages or toxic and narcotic substances shall be prohibited inside the Academy and on its site.
83. Unnecessary noise must be avoided at the Academy, while business-like, academic working environment must be maintained at all times.
84. Staff shall be allowed access to the Academy's premises/auditoria, except for staff rooms only provided they have signed the registration log for the issue (acceptance) of keys and activation (deactivation) of the security alarm at the security office.
85. An employee, who is the last to leave the room (work premises), must close windows/safety blinds, if any, turn off the light, lock the door, turn on the alarm, if any, and hand the key to the security officer (except for administrative staff).
86. Staff must comply with the requirements of occupational and fire safety instructions.
87. The Academy's administration must ensure the protection of the Academy's property, as well as the necessary tidiness in all premises.

## **CHAPTER XII REQUIREMENTS FOR STAFF CONDUCT**

88. High work and behavioural culture, as well as appropriate attention to staff, students and visitors must be ensured at the Academy.
89. Staff must adhere to the general rules of cleanliness, hygiene and tidiness.
90. The Academy's employees must not only carefully and professionally fulfil their duties set out in their job description, but also adhere to the principles that shape the general image of the Academy.
91. Therefore, every employee must:
- 91.1. abide by the *LMTA's Code of Academic Ethics* and not tolerate any violations thereof;
  - 91.2. comply with the laws of the Republic of Lithuania, other legislation and these Rules;



- 91.3. perform their duties with care and responsibility with the Academy's interests taken into consideration;
- 91.4. be fair and not abuse the powers granted;
- 91.5. not use the Academy's property for personal purposes;
- 91.6. behave impeccably, be objective and be free from personal prejudice;
- 91.7. listen to the stakeholder and provide such information that would help the person make the most appropriate decision;
- 91.8. be personally liable for their decisions;
- 91.9. be tolerant and treat other staff and stakeholders of the Academy with respect;
- 91.10. in all situations, act professionally and humanely, provide the necessary information, assistance or service, but at the same time be able to fairly and tactfully reject illegitimate claims or requests;
- 91.11. in conflict situations, act objectively and impartially, listen to the arguments of both sides and seek for an objective solution;
- 91.12. recognise own mistakes and correct them;
- 91.13. when answering a telephone call, an employee must say the name of the Academy or department and introduce themselves;
- 91.14. when accepting information by telephone, an employee must clearly take a written note of everything and forward it to the person to whom it is intended in a timely manner;
- 91.15. At the Academy, employment relations shall be based on the reputation, decency and honesty of staff.

### **CHAPTER XIII LIABILITY FOR DISCIPLINARY BREACHES**

92. A disciplinary breach shall mean non-performance of job duties, or malperformance thereof, through the employee's fault.

93. Non-compliance with, or non-performance of these Rules, job descriptions and other requirements of the Academy's internal documents shall be considered a disciplinary breach.

94. 'A gross disciplinary breach' shall mean:

- 94.1. absence from work for a full workday without a valid reason;
- 94.2. presenting oneself to the workplace during working hours whilst under the influence of alcohol or narcotic, toxic or psychotropic substances;
- 94.3. refusal to undergo a health examination, where such examination is required in accordance with the regulations of the Labour Law;
- 94.4. gender-based or sexual harassment, acts of discriminatory nature, or a violation of honour and dignity with respect to other staff or third parties during working hours or at the workplace;
- 94.5. deliberately inflicting material damage on the employer or attempting to deliberately inflict material damage on the latter;
- 94.6. an act of criminal nature committed during working hours or at the workplace;
- 94.7. a violation of occupational safety requirements through the employee's fault, which results in one or more employees, students or visitors of the Academy being injured;
- 94.8. other offences which result in a gross violation of working arrangements and/or the requirements of the job description; a violation of the provisions of the *LMTA's Code of Academic Ethics*.

95. If at least one gross disciplinary breach is found, or 2 identical disciplinary breaches are identified over the period of 12 months, the employee may be dismissed without notice and without redundancy pay to such employee. Dismissal shall not eliminate the obligation of the employee, who has inflicted damage on the employer through their disciplinary violation, to compensate the employer for it.

**CHAPTER XIV**  
**INTERNAL COMMUNICATION**

96. Each employee at the Academy shall have the Academy's email created and be provided with a unique login and password to access the Academy's network resources. The employee must keep the given password safe and not disclose it to third parties.

97. All correspondence among the Academy's employees shall be carried out using the email provided by the Academy.

98. All internal legislation passed by the Academy, and/or any amendments thereto, or other information shall be sent to the employees to get familiarised with by email provided by the Academy and shall be considered duly delivered 2 working days after the email was sent from the Academy's email.

99. Staff may access the internal legislation passed by the Academy on the Academy's website or by accessing the LMTA's intranet.

**CHAPTER XV**  
**FINAL PROVISIONS**

100. The Rules shall enter into force from the date of approval thereof and may be amended following any amendments to the legislation governing the legal relationship set forth herein.

101. The Rules shall be binding on all employees of the Academy. Amendments to the Rules shall be communicated to the employees via email provided by the Academy.

102. Any disputes arising out of professional liability or disciplinary measures shall be examined with in accordance with the procedure established by the laws of the Republic of Lithuania.

103. The Rules shall apply and be valid in so far as they are not contrary the *LMTA's Collective Agreement* signed and applicable legislation.

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