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Chapter 1. General Provisions

Article 1. Scope

1. The present internal regulation of the Georgian American University LLC (hereinafter - the University or the employer) is elaborated in accordance with the legislation of Georgia and applies to all major educational units of the University, auxiliary structural units and all employees (hereinafter - employed).
2. The present internal regulation is document regulating the labor relations between the University and its employees. Before concluding the labor contract, the employer is obliged to inform the person about the internal labor regulation and then - the changes made in it, by

4. An labor contract shall not be concluded until the documentation provided for in this Article is fully submitted.

Article 3. Appointment of an Employee

1. The labor relationship with the employee is concluded in accordance with the rules established by legislation, on the basis of the candidate's personal application, by the labor contract concluded with the University and/or by the order of the President of the University.

2. The duration labor relationship of an employee with the University may be for an indefinite period of time, for a specified period of time or for a period of performance of a certain job.

3. In case of expiration of a fixed-term labor contract/order, with the consent of both parties, the President of the University shall issue an order to extend the labor contract (unless otherwise provided by the labor contract).

4. The provision provided for in paragraph 3 of this Article shall not apply to persons elected to a position for a certain period of time through a competition.

5. In case of expiration of the term of the labor contract concluded for a definite period of time, if the parties fail to reach an agreement on the extension of the term, the labor relationship shall be considered terminated, on which an order of the President of the University may be issued.

6. In order to determine the suitability of a person for the job to be performed, any employed person shall be appointed for a probationary period of 3 months, unless otherwise provided by the terms of the competition.

The calculation of the probationary period shall start from the date of entry into force of the contract concluded between the employer and the employee and/or from the relevant order of the President of the University, and all special provisions provided by law for the probationary period shall apply to the relations between the parties.

Chapter 3. Terms of Labor

Article 4. Entitlements of Employees

1. The employee is entitled to:

- a) request the creation of necessary conditions for the performance of work;
- b) request information necessary for the performance of the assigned duty from the immediate supervisor and/or other structural or basic educational unit;
- c) submit comments and suggestions in order to improve the quality of work of the basic educational unit/structural unit;
- d) participate in a vacant, including a superior position, selection competition;
- e) to use other authorities provided by the legislation and the regulation of the basic educational unit/auxiliary structural unit.

1. An employee is prohibited from:

- a) receiving a gift and/or benefit from a citizen or subordinate staff in connection with the performance of official duties;

f) ensure equal promotion and access to career advancement and development of employees.

Article 7. Changing the Terms of the Labor Relationship

1. The employer has the right to specify to the employee by notification, certain circumstances of the performance of the work provided for in the labor relationship, which do not change the essential terms of the contract.
2. Substantial conditions of labor can be changed only by agreement of the parties. If the labor relationship does not provide for any substantive condition, such a condition may be determined with the consent of the employee.
3. Changing the substantive terms of labor, which is due to a change in legislation, does not require the consent of the employee.
4. The following are not considered to be essential changes in the labor relationship:
 - a) change of the workplace specified by the employer for the employee, if it takes the same or less time for the employee to move from the place of residence to the new workplace by available public transport;
 - b) change of start or end time of work by not more than 90 minutes.
3. Simultaneous change of both circumstances provided for in paragraph 4 of this Article shall be considered as a change of the substantive conditions of the labor relationship.

Article 8. Working Hours, Break Time

1. Working week of an employee is defined as 5 working days, from Monday to Friday. Except as provided in paragraph 2 of this Article, employees shall be given two days off per week: Saturday and Sunday;
2. The working hours of the employees are determined no more than 40 hours per week, from Monday to

Article 11. Terms of Remuneration

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6. Based on the order of the President of the University on the business trips of the employees, the business trip per diem (daily allowance) is paid in advance or within one week after the submission of the documents confirming the expenses;
7. The amount of fuel required for business trips is calculated and the amount is paid by the Financial Service of the University;
8. Within one week after returning from the business trip, the employee is obliged to submit a ticket f3(ssi)-4(rm)5inof

7. It is prohibited to transfer paid leave days for two consecutive years.
8. In exceptional cases, by the order of the President of the University, it is possible to terminate/call the paid leave for the employee (except for a person who is on leave due to pregnancy, childbirth, child care and adoption of a newborn), with the right to further use the remaining unused days. Termination of paid leave for a person on leave due to pregnancy, childbirth, child care and adoption of a newborn is possible only with the consent of the employee.
9. In case of termination of paid leave, if the employee has received full payment of leave in advance, the proportionate amount paid for the days off shall be returned by him/her to the relevant account of the University or deducted from the due salary.
10. The employee is obliged to return to workplace immediately after the end of the leave. If the employee fails to appear at the workplace on time for a good reason upon the end of the leave, he/she is obliged to inform his/her immediate supervisor no later than one day after the end of the leave.
11. In case of temporary incapacity for work during paid leave, due to the temporary incapacity, remuneration is issued for the entire period of temporary incapacity for work. In this case the leave days will be shifted by the number of days indicated on the hospital sheet.
12. The President of the University, in agreement with the head/heads of the relevant structural unit, is authorized to set a paid leave schedule for employees.
13. The President of the University is authorized to use additional paid leave in order to encourage the employee.

Article 16. Leave Without Payment

1. For a good reason, an employee, on the basis of a personal application and with the permission of the immediate supervisor, may be granted short-term unpaid leave of not less than 15 calendar days per year.
2. The employee has the right to request unpaid leave in whole or in part.
3. When taking unpaid leave, the employee is obliged to notify the employer one week in advance about taking leave, unless a warning is impossible due to an urgent medical or family conditions.

Article 17. Leave Due to Pregnancy, Childbirth and Child Care

1. On the basis of application and the relevant document issued by the medical institution, the employee is granted leave for pregnancy, childbirth and child care - in the amount of 730 calendar days.

7. In order to perform the work of an employee on leave due to pregnancy, childbirth and child care, the University may hire another person or assign another employee to perform her duties for the entire period of the employee's leave.

Article 18. Additional Leave

1. An employee (except for an employee with a fixed-term labor contract) may be granted additional paid leave of 5 (five) working days per year for marriage or in case of death of family member (spouse, parents, grandparents, grandchildren, siblings, their children, family members of spouse).
2. Employees whose children go to school for the first time, are given additional paid leave for 1 working day on the first day of schooling at Educational institution.
3. The basis for requesting additional leave is a written application of the employee.
4. Additional leave is not considered as annual paid leave.

Article 19. Temporary Incapacity for Work

1. During the illness, the employee, on the basis of the relevant certificate issued by the medical institution, is given leave for no more than 40 consecutive calendar days due to temporary incapacity for work and not more than 60 calendar days for 6 months.
2. In case of long-term incapacity for work (more than 40 consecutive calendar days and more than 60 calendar days in 6 months), the University is entitled to terminate the labor relationship with the employee.
3. In case of long-term incapacity for work (more than 40 consecutive calendar days and more than 60 calendar days in 6 months), if the University does not consider expedient to terminate the labor relationship with the employee, the remuneration for the period of temporary incapacity for work shall be calculated and paid in accordance with Georgian legislation.
4. Certificate of temporary incapacity for work (hospital sheet) must be submitted by the employee with a statement claiming for compensation within 3 months after the closure of the hospital sheet, otherwise the missed days will not be reimbursed.
5. The University is obliged to reimburse the employee for the days missed due to temporary incapacity for work or to send a notice of refusal on reimbursement within 10 working days after the employee submits the hospital sheet.
6. The basis for calculating the amount of remuneration to be paid to an employee due to temporary incapacity for work is his/her monthly salary.

Article 20. Conscription

1. In case of conscription to the military reserve service, on the basis of a personal application and a relevant certificate issued by an authorized institution, the employee shall be suspended from labor for the period of conscription and remuneration and position shall be retained;

8. The use of any form of incentive does not further restrict the consideration of the employee's liability in the event of a disciplinary misconduct.

Article 24. Compensation

1. In case of injury and/or trauma of an employee while performing his/her labor duties, shall be given one-time assistance. The decision on the amount of compensation is made by the President of the University, depending on the severity of the trauma.

2. In case of death of an employee while performing labor duties, the family of the deceased is provided with one-time assistance.

Chapter 7. Disciplinary Liability

Article 25. Measures of Disciplinary Liability (Penalties)

1. The following measures of disciplinary liability may be applied to a person employed at the University for a disciplinary violation, taking into account the gravity of the violation committed and the identified justifying (objective) or aggravating circumstances:

- a) reproof;
- b) reprimand;
- c) severe reprimand;
- d) withholding of salary for not more than ten working days;
- e) dismissal from the performance of labor duties by suspension of salary payment - not more than ten working days;
- f) transfer to a lower salary - not more than one year;
- g) dismissal/termination of labor contract.

2. For one disciplinary misconduct, only one disciplinary measure may be applied without observing the sequence provided for in paragraph 1 of this Article.

Article 26. Grounds for Disciplinary Liability

The basis for disciplinary liability:

- a) violation of the legislation regulating the activities of the University and/or the requirements of internal university acts;
- b) failure to perform labor duties, improper performance or negligent attitude towards them;
- c) violation of ethical norms, unworthy behavior aimed at discrediting a person employed at the U

Article 38. Early Termination of Disciplinary Liability

1. The President of the University, upon the motion of the immediate superior of the person or on his own initiative, has the right to remove the disciplinary punishment prematurely, if he has not committed a new misconduct and has proved himself to be a conscientious employee.
2. The President of the University shall issue an order on the early removal of disciplinary liability. A copy of the order will be given to the employee.
3. Removal of disciplinary liability shall be filed in the personal file of the person.

Chapter 8. Professional Development

Article 39. Training of Employees, Raising their Qualification and the Rules Related to Reimbursement of the Expenses

1. Improving the qualification of the employee is carried out through specialized education, training and/or internship.
2. A recommendation on the need/necessity of raising the qualification of the employee is made by the head of the relevant structural unit or basic educational unit.
3. In case the President of the University decides on the expediency/necessity of raising the qualification of the employee, the costs of raising the qualification may be fully or partially financed (co-financed by the employee).
4. In case of expenses for raising the qualification of the employee is covered by the University, an agreement is made between the employee and the University.
5. After the completion of the qualification development process, the employee is obliged to submit a document certifying the positive result of professional development (diploma, certificate) to the Human Resources Management Service.
6. In case of unsuccessful result of professional development, the employee is obliged to:
 - a) to improve the mentioned qualification at its own expense;
 - b) in case the employee refuses to raise the qualification at his/her own expense or the second attempt to raise the qualification at his/her own expense fails, the employee is obliged to fully compensate the employer for the expenses incurred by him/her (including business trip expenses);
 - c) in the case provided for in paragraph 6 of this Article, the employer has the right to compensate the unjustified expenses incurred by him/her, through deducting money from the employee's salary.

Article 40. Inadmissibility of Privileges

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Chapter 9. Termination of Labor, Final Settlement

Article 41. Dismissal from the Job

1. The grounds for termination of labor relations are as follows:

- a) economic circumstances, technological or organizational changes that necessitate a reduction of the workforce;
- b) expiration of the labor relations;
- c) performance of work provided by labor relations;
- d) the employee voluntarily leaves the position/job on the basis of a written application;
- e) written agreement of the parties;
- f) incompatibility of the employee's qualifications or professional skills with the position/job to be held;
- g) gross violation of the obligation imposed by the labor contract, university regulations, as well as internal labor regulation;
- h) violation of the obligation imposed by the labor contract, by relevant regulations of the University, if any measure of disciplinary liability provided by the internal labor regulation has already been applied to the employee during the last 1 year;
- i) gross violation of the University Code of Ethics;
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dismissed person will be considered a person in debt to the University and a request will be made to him/her in accordance with the law.

3. Final payment includes remuneration for the days worked in the current month and compensation for termination of labor, if such obligation exists.