

The change is approved

by the Rector's Order №501 of October 02.2024
(The effective date of the order: October 03. 2024.)

Rector, Professor Marina Pirtskhalava

University Geomedi LLC

Internal Regulations and Disciplinary Liability Norms

Article 1. General provisions

1. The internal regulations and disciplinary liability norms of Geomedi University LLC (hereinafter – the University) are developed in accordance with the requirements established by the legislation of Georgia and define the University’s labor regulations and disciplinary liability measures.
2. The internal regulations and disciplinary liability norms aim to regulate employment-related relations between the University and its employed personnel, ensure compliance with labor discipline, support the exercise of personnel’s rights and freedoms, create safe and healthy working conditions, and ensure compliance with ethical norms.
3. Compliance with the internal regulations and disciplinary liability norms is mandatory for personnel employed at the University.
4. Labor relations at the University are based on the principles of good faith, fairness, equality, and mutual respect. Any form of discrimination is prohibited in labor and pre-contractual relations, including during the announcement of a vacancy and the selection stage.
5. The University promotes the realization of the rights of persons with disabilities in the workplace.

Article 2. Working Hours, Breaks, and Rest Time

1. Working hours refer to the period during which the university staff is required to perform their professional duties and responsibilities.
2. The duration of working hours per week does not exceed 40 hours. Staff are entitled to a 60-minute break during the day. Break time and rest time are not included in the working hours.
3. The working week is five days, from Monday to Friday. There are two rest days per week: Saturday and Sunday, except for the library, the university rehabilitation clinic, and the dental clinic.
 - The library operates six days a week, from Monday to Saturday. From Monday to Friday, it operates in two shifts from 09:00 AM to 08:00 PM, with the first shift from 09:00 AM to 03:00 PM, and the second shift from 03:00 PM to 08:00 PM. On Saturdays, it operates from 10:00 AM to 04:00 PM.
 - The university rehabilitation clinic operates six days a week, from Monday to Saturday, in two shifts from 09:00 AM to 09:00 PM, with the first shift from 09:00 AM to 03:00 PM, and the second shift from 03:00 PM to 09:00 PM.
 - The university dental clinic operates six days a week, from Monday to Saturday, in two shifts from 09:00 AM to 09:00 PM, with the first shift from 09:00 AM to 03:00 PM, and the second shift from 03:00 PM to 09:00 PM. On Saturdays, it operates from 10:00 AM to 05:00 PM.

4. The start and end times of work for academic/visiting staff are determined in accordance with the teaching schedule and consultation hours schedule set by the respective faculty, while for other staff, working hours are from 09:30 AM to 05:30 PM.
5. An employee who is a nursing mother and is breastfeeding a child under the age of one is entitled to an additional break of no less than one hour per day upon request. The break for breastfeeding is considered part of the working hours and is paid.
6. University staff have the right to rest on public holidays as defined by the Labor Code of Georgia.
7. Staff are required to record their time of arrival and departure from work through an electronic device. The data recorded in the electronic device is monitored by the Human Resources Management Department, which will provide the information to the Deputy Rector for Administrative and Economic Affairs.
8. With the employer's consent, administrative staff may be allowed to engage in academic activities during their designated working hours, provided that such activities do not hinder the proper fulfillment of their assigned duties.

Article 3. Tardiness, Absence, and Notification Procedure for Failure to Report to Work

1. Tardiness is considered when an employee arrives late to the workplace during working hours.
2. Repeated tardiness will be considered as the employee arriving late to the workplace three consecutive times, which will be deemed disrespectful and may result in the unilateral termination of the contract by the employer.
3. Tardiness or absence from work will not be considered disrespectful if the employee performs their job duties outside the university premises during working hours, due to the nature of the work, and the rector of the university has been informed about this. The employee must submit written notification to the rector of the university regarding the performance of duties outside the university premises during working hours.
4. In case of failure to report to work for an unforeseeable, but justifiable reason, the employee is required to notify the head of the relevant structural unit about the probable period of absence and the valid reason through available means of communication. After returning to work, the employee must submit an explanation letter to the rector of the university regarding the absence, and in case of absence due to health issues, provide a certificate issued by an authorized person.
5. In case of absence from work due to a known reason, the employee is required to submit a written request to the rector of the university in advance and request temporary exemption from their work duties. If the request is not granted, the employee is obligated to continue performing their duties. Otherwise, their action will be considered as absence from work without a valid reason. Any missed work

time, if deemed disrespectful, will not be compensated. Missing work without a valid reason three times will result in termination of the contract.

6. After receiving the order of dismissal from the position, the employee must ensure the transfer of any documentation, information, and material valuables related to their duties to the person replacing them, or if no such person is available, to the rector's deputy in the administrative and economic division.

Article 4. Overtime Work

1. Overtime work is considered as work performed by the employee, based on the agreement of both parties, during a period that exceeds 40 hours in a week.
2. In exchange for overtime work, the university provides the employee with additional proportional rest time, to be taken no later than 4 weeks after the completion of the overtime work.
3. The employment of a pregnant woman, a recently delivered woman, or a person with a disability for overtime work is prohibited without their consent.

Article 5. Leave

1. The employee has the right to take paid leave of at least 24 working days per year.
2. The employee has the right to take unpaid leave of at least 15 calendar days per year.
3. The employee's right to request leave arises after eleven months of work. From the second year of employment, the employee may, by mutual agreement, take leave at any time during the working year. The leave may be taken in parts by mutual agreement.
4. When taking unpaid leave, the employee is required to notify the university at least 2 weeks in advance, unless the notice is not possible due to urgent medical or family circumstances.
5. The university is authorized to determine the order of granting paid leave to the personnel within the year.
6. If granting paid leave to the employee in the current year may negatively affect the normal course of work, the employee may, with their consent, defer the leave to the following year.
7. Upon the employee's request, they will be granted leave for pregnancy, childbirth, child care, and adoption of a newborn, in accordance with the applicable laws and regulations of Georgia.
8. The leave request, in agreement with the head of the relevant structural unit and the Human Resources Management Department, will be submitted to the rector.
9. Due to work necessities, the employee may be called back from leave, with their consent.

10. Paid leave compensation is determined according to the procedures established by labor legislation.

Article 6. Labor Compensation

1. Labor compensation (salary) is paid once a month, no later than the 5th day of the following month after the accounting month.
2. Settlement is made through cashless payment, by transferring the amount to the employee's bank account.

Article 7. Compliance with Labor Conditions

1. The University ensures:
 - a. Creating a working environment that is as safe as possible for the life and health of the employed personnel.
 - b. Compliance with the requirements of legislative regulations and the general principles of preventive measures related to occupational safety at the workplace, existing and potential hazards, prevention of accidents and occupational diseases, training of employees, providing information, and offering consultations, as well as ensuring equal participation of employees in labor safety and health protection matters.
 - c. Ensuring order and safety, providing consultations regarding electrical and fire safety, and maintaining fire safety equipment in working condition.
 - d. Adherence to sanitary and hygienic conditions.
2. Personnel are obligated to follow the instructions on labor and fire safety measures, which set the rules for the performance of tasks and behavior.
3. Compliance with fire and technical safety rules is controlled by the Security and Occupational Safety Service.
4. Any violation of labor protection and fire safety measures by personnel is subject to disciplinary, administrative, material responsibility or criminal liability under Georgian law.

Article 8. Conclusion of Employment Contract/Agreement with Personnel

1. An employment contract/agreement with personnel is concluded in writing if the employment relationship lasts for more than one month.
2. The written employment contract is drawn up in a language understandable to both parties. The written employment contract may be concluded in several languages. In case of discrepancies between the terms of the contracts in different languages, the version in Georgian shall prevail.

3. If multiple employment contracts are concluded with personnel, which supplement each other without completely replacing one another, all contracts remain in effect and are considered as a single employment contract.
4. To determine a person's suitability for the work to be performed, by mutual agreement, an employment contract may be concluded with personnel for a probationary period, which shall not exceed six months.
5. An employment contract/agreement may be concluded:
 - a. Between the University Rector and a student.
 - b. Between the University Rector and administrative/support personnel.
 - c. Between the University Rector and academic/scientific/visiting personnel.

Article 9. Rights and Obligations of Employees

1. The employee has the right to:
 - a. Request and receive compensation for work as specified by the contract/agreement;
 - b. Request the creation of appropriate conditions for performing their work;
 - c. Request and receive the necessary technical means and conditions for performing their job functions.
2. The employee is obligated to:
 - a. Diligently perform the duties assigned to them;
 - b. Comply with the university's regulations, provisions, structural unit regulations, code of ethics, plagiarism detection and response procedures, and internal regulations;
 - c. Fulfill the obligations specified in the contract/agreement with the university and the requirements set forth by other internal legal acts;
 - d. Use the university's building, equipment, facilities, and other resources appropriately and exclusively for official purposes, and take care of university property;
 - e. Observe labor safety, hygiene, and fire safety requirements/regulations;
 - f. Not disclose confidential information in their possession, except as required by law;
 - g. Not exhibit any form of aggression or discriminatory behavior;
 - h. Not use their position for personal advantage;
 - i. Not accept gifts related to the performance of their job functions;
 - j. Avoid and report situations that could harm the university's reputation, directly or indirectly;
 - k. Not appear at the university under the influence of alcohol or drugs, and not smoke within the university building;
 - l. Not organize religious or political events or public calls on the university premises;

- m. Uphold the principles of academic integrity, avoid plagiarism (the unauthorized appropriation and distribution of someone else's intellectual work without citation), and not engage in self-plagiarism (reusing one's own work without citing the original source);
 - n. Not falsify data, information, or citations in scientific/academic work (falsification);
 - o. Participate in the employee performance evaluation process and surveys organized by the university, according to established procedures;
 - p. Report to work on time and remain at work until the end of the designated working hours;
 - q. Treat colleagues and students fairly and respectfully, observing ethical and moral standards;
 - r. Follow the academic dress code.
3. Other rights and obligations of the employee are determined by the employment contract/agreement signed with them.

Article 10. Rights and Obligations of the Employer

1. The employer has the right to:
 - a. Require the employee to comply with the internal regulations and code of ethics;
 - b. Demand the timely and proper fulfillment of the duties and responsibilities assigned to the employee by the contract/agreement and other internal legal acts;
 - c. At their discretion, based on labor results, provide the employee with a bonus, reward, or incentive;
 - d. Take disciplinary action against the employee; e) Monitor the work process and quality.
2. The employer is obligated to:
 - a. Ensure the creation of normal working conditions for the employee to carry out their duties and responsibilities without disruption;
 - b. Provide the employee with compensation in accordance with the conditions outlined in the employment contract/agreement;
 - c. Ensure healthy and safe working conditions;
 - d. Ensure compliance with labor and production discipline.
3. Other rights and obligations of the employer are determined by the employment contract/agreement signed with the employee.

Article 11. Forms of Encouragement for Employees and Students and Rules for Their Use

1. For exemplary performance of professional duties, completion of tasks of particular difficulty or importance, long and conscientious service, as well as considering the

results of personnel activity evaluations, the following forms of encouragement are applied:

- a. Expression of gratitude by entering it in the personal file.
 - b. Awarding of a bonus.
 - c. Awarding of a valuable gift.
2. The head of the Human Resources Management Department, based on the recommendation of the head of the structural unit, has the right to submit a motivated proposal to the rector regarding the use of any form of encouragement for an employee.
 3. The decision regarding the encouragement of an employee is made by the rector of the university.
 4. For outstanding academic achievements and successes in university activities, the following forms of encouragement are applied for students:
 - a. Granting a scholarship;
 - b. Expression of gratitude by entering it in the personal file;
 - c. Awarding of a valuable gift.
 5. The right to submit a proposal to the rector regarding the use of any form of encouragement for a student is held by the dean of the relevant faculty and the Student Affairs Department.
 6. The decision regarding the encouragement of a student is made by the rector of the university.

Article 12. Grounds for Termination of the Employment Contract

1. The grounds for termination of the employment contract are:
 - a. Economic circumstances, technological or organizational changes that necessitate a reduction in the workforce;
 - b. Expiration of the term of the employment contract;
 - c. A gross violation of the obligations imposed on the employee by the employment contract and/or internal labor regulations;
 - d. Voluntary resignation by the employee, based on a written statement;
 - e. Written agreement of the parties;
 - f. The entry into force of a court decision or ruling that excludes the possibility of performing work;
 - g. Prolonged incapacity for work;
 - h. The employee's death;
 - i. The commencement of the liquidation process of the employer as a legal entity;
 - j. A violation by the employee of the obligations imposed by the employment contract and/or internal labor regulations, if a disciplinary action has already been applied to the employee in the last year based on the provisions of the employment contract and/or internal labor regulations;

- k. Other cases defined by Georgian legislation.

Article 13. Procedure for Employee Dismissal

1. In the event of termination of the labor contract based on one of the grounds specified in Subparagraphs "a" and "g" of Paragraph 1 of Article 12 of the Internal Regulations, the employer is obliged to notify the employee in writing at least 30 calendar days in advance. Additionally, the employee shall be provided with compensation equal to at least one month's salary.
2. In the event of termination of the labor contract based on one of the grounds specified in Subparagraphs "a" and "g" of Paragraph 1 of Article 12 of the Internal Regulations, the employer is authorized to notify the employee in writing at least 3 calendar days in advance. In this case, the employee shall be provided with compensation equal to at least two months' salary.
3. If the labor contract is terminated based on the employee's initiative as specified in Subparagraph "d" of Paragraph 1 of Article 12 of the Internal Regulations, the employee is obliged to notify the university rector at least 30 calendar days in advance, providing prior written notice and a statement.
4. The dismissal request is forwarded to the Human Resources Management Department for further processing.
5. On the dismissal date, the employee must present to the Deputy Rector for Administrative and Economic Affairs a document that includes information about the transfer of material assets listed on the university's balance sheet and the delivery of documents related to labor activities to the authorized person. Upon receipt of this document, the Finance Department will conduct the final settlement with the employee.

Article 14. Communication Procedure Among Staff

1. Informational notifications to staff are delivered via official email.
2. Staff members are required to regularly monitor their official email accounts to stay informed with relevant information.
3. Each employee is assigned a username and password for access to the university's electronic system. Employees are responsible for ensuring that their username and password information remains confidential and inaccessible to others.
4. Access to the university's electronic system is granted to staff only for the purpose of fulfilling their official duties.

Article 15. Disciplinary Responsibility

1. Disciplinary measures are applied in cases of violation of the requirements and/or obligations set forth by the internal regulations, the ethics code, the plagiarism detection and response procedures, other internal legal acts of the university, and the employment contract, by the university staff and students.
2. Issues related to the disciplinary responsibility of students are determined by the ethics code.
3. The types of disciplinary responsibility for staff are as follows:
 - a. Warning;
 - b. Reprimand;
 - c. Severe reprimand, which may involve a salary deduction (50% of the monthly salary) or compensation for the damage caused;
 - d. Dismissal.
4. The basis for initiating disciplinary proceedings is a substantiated complaint from any person employed by the university and/or a student who has become aware of a violation. The interested party submits a request for initiating disciplinary proceedings to the university rector.
5. In the presence of information/documentation about a violation, a disciplinary commission is formed by the rector's order, with at least three members, ensuring there is no conflict of interest.
6. The disciplinary commission receives the submitted complaint/grievance/documentation and decides whether to initiate disciplinary proceedings or not.

Article 16. Consideration of Complaints/Grievances

1. The disciplinary commission makes its decision in accordance with the principles of equality before the law, based on a hearing.
2. The disciplinary commission is obligated to investigate each case thoroughly, objectively, and with full adherence to fairness. It must examine the documentation in its possession, listen to the explanations of the interested parties, and request additional documentation if necessary.
3. The violator has the right to receive a reasoned decision, in writing, regarding the initiation of disciplinary proceedings against them. They may participate in the discussion of the matter, present their own explanations and opinions about the circumstances of the case, provide the commission with any information and evidence in their possession, and request that the matter be discussed in a public session.
4. The disciplinary commission is chaired by the chairperson elected by a majority of votes at the commission meeting. The meeting is authorized if attended by more than half of the members.

5. The disciplinary commission must make its decision regarding the imposition of disciplinary responsibility no later than one month from the submission of the complaint. The decision is made by a majority vote. In case of a tie, the chairperson's vote is decisive.
6. Minutes are taken at the commission's meeting. The minutes are signed by all commission members.
7. The disciplinary commission's decision regarding the imposition of disciplinary responsibility is submitted to the university rector.
8. The decision must be communicated to the interested party in writing within three days.

Article 17. Appeal of Decisions, Appeal Commission

1. University staff members have the right to appeal the decision of the disciplinary commission if they believe it is based on incorrect facts.
2. The appeal must be made within 2 days from the delivery of the decision.
3. In each specific case, an appeal commission is formed, with its composition approved by the rector's order. A member of the disciplinary commission involved in the same case cannot participate in the appeal commission.
4. The appeal commission shall request all the materials related to the case, hear the factual circumstances, and make a decision based on them.
5. The appeal commission is authorized not to accept the case for review if the appeal does not present arguments indicating the unlawfulness or lack of justification of the disciplinary commission's decision.
6. After fully and objectively reviewing the case materials, the appeal commission will make a decision to either accept, partially accept, or reject the appeal.
7. The appeal commission's decision will be submitted to the university rector, who will issue a directive based on the commission's decision regarding the imposition of disciplinary responsibility on the employee.
8. University staff members have the right to appeal the decision in court.

Article 18. Procedure for Imposing Disciplinary Responsibility

1. The decision to impose disciplinary responsibility must be made after a comprehensive review of the case circumstances and must be substantiated.
2. When imposing a disciplinary sanction, the nature and severity of the violation, the circumstances in which it occurred, the resulting damage, and the employee's previous performance and behavior must be taken into account.
3. The disciplinary measure imposed should be proportional to the disciplinary violation.

4. Before the imposition of a disciplinary sanction, the violator of labor discipline must be asked for a written explanation. The disciplinary punishment of a person on vacation or a business trip is imposed only after their return to work.
5. In each specific case, the disciplinary commission will make a decision regarding the imposition of disciplinary responsibility, adhering to this principle.
6. For each violation of labor discipline, only one disciplinary sanction may be applied.
7. If a person does not receive a new disciplinary measure within one year, they are considered not to have any disciplinary responsibility.
8. The type of disciplinary responsibility is determined by the university rector based on the disciplinary commission's decision.
9. Any form of disciplinary responsibility applied will be recorded in the person's personal file.
10. In the case of a gross and/or systematic (twice or more) violation of obligations by an employee, the rector of the university is authorized to impose a disciplinary sanction, such as dismissal from service.

Article 19. Final Provisions

1. The internal regulations and the norms of disciplinary responsibility shall be developed by the Academic Council of the university and submitted to the rector for approval, in accordance with the procedures established by Georgian legislation.
2. These internal regulations are an integral part of the labor contract/agreement and are mandatory for both the employee and the employer.
3. The internal regulations and the norms of disciplinary responsibility shall come into force upon signing.
4. Any changes or additions to the internal regulations and the norms of disciplinary responsibility shall be developed by the Academic Council, with the rector of the university approving them through the relevant order.
5. The Human Resources Management Service is obligated to familiarize personnel with the internal regulations and the norms of disciplinary responsibility when they are hired and ensure that the relevant person has the opportunity to review them.
6. Other rights and duties related to the exercise of official authority by the personnel shall be determined by the applicable Georgian legislation and the labor contract/agreement.