

COLLECTIVE LABOUR AGREEMENT
AT BABEȘ-BOLYAI UNIVERSITY

Pursuant to the rights guaranteed by the Romanian Constitution, the provisions of Articles 128, 132, 138 and 141 of the Law on Social Dialogue no. 62/2011, republished, with subsequent amendments and supplements, and point 26 of the Addendum to GD no. 1260/2011 on the work sectors established in accordance with the Law on Social Dialogue no. 62/2011, as well as the Collective Labour Agreement covering groups of units in the 'Higher Education' work sector registered with the Ministry of Labour and Social Affairs (M.M.P.S.- D.D.S.) under no. 1241 of 11.10.2021, the present collective labour agreement is hereby concluded at the level of higher education institution, between:

1. Babeș-Bolyai University and
2. The Trade Union of Babeș-Bolyai University, mandated by the Alma Mater National Trade Union Federation, jointly with the employees' representatives.

CHAPTER I

General provisions

ART. 1

The parties fully acknowledge and agree that they are equal and free in the negotiation of the Collective Labour Agreement at the level of Babeș-Bolyai University and undertake to respect its provisions.

ART. 2

(1) The term employer refers to:

- Babeș-Bolyai University, represented by the Rector.

(2) The term employee refers to any natural person performing a job for and under the authority of the employer, for which they are paid a remuneration called salary under an individual employment contract concluded on a permanent/fixed-term basis.

ART. 3

(1) The Collective Labour Agreement applicable within Babeş-Bolyai University, hereinafter referred to as the Collective Labour Agreement, establishes the mutual rights and obligations of the employer and the employees and is intended to promote and guarantee fair labour relations, so as to safeguard the social rights of the employees.

(2) In terms of specific working conditions, as determined by law, the rights and obligations of the parties are established by this collective labour agreement concluded at Babeş-Bolyai University level, with due regard to the provisions of the Group Collective Labour Agreement applicable for all units in the 'Higher Education' activity sector, registered with the M.M.P.S.-D.D.S. under no. 1241 of 11.10.2021. The employer has all the rights and obligations laid down by the applicable legislation.

(3) The parties agree to enforce the clauses of this Collective Labour Agreement for all employees of Babeş-Bolyai University, regardless of their recruitment date or their membership in the Trade Union of Babeş-Bolyai University of Cluj-Napoca, as provided by law.

(4) The employer acknowledges the free exercise of the trade union right, the freedom of opinion for each employee under the Romanian Constitution, national legislation and international conventions that Romania has ratified.

(5) When recruiting and setting individual rights, the employer shall comply with the legal provisions in force applying the principle of equal opportunities and treatment to all employees without discrimination.

(6) Any employee who provides work is entitled to adequate working conditions, social protection, health and safety at work as well as due treatment in respect of their dignity and conscience, without discrimination on grounds of gender, sexual orientation, genetic background, age, nationality, race, colour, ethnicity, religion, political opinion, social origin, disability, family obligations or responsibilities, trade union membership or activity. The employer undertakes to guarantee the safety, health and security of employees in all aspects of work and to avoid psychosocial risk factors in work relationships.

(7) Any form of psychological or physical harassment in the academic environment as well as any behaviour which may conduce to demeaning, humiliating or intimidating behaviour and which may prejudice a person's autonomy and ability to carry out their professional and academic responsibilities properly or exercise their rights is strictly prohibited.

(8) The principle of equal pay for equal work means that, for equal work or work of equal value, any direct or indirect discrimination in respect of all aspects and terms of remuneration must be eliminated.

(9) All employees performing work are entitled to equal pay for their work, the exercise of the right to collective bargaining, the protection of personal data and protection against unfair dismissal.

ART. 4

(1) The parties undertake that, while this collective labour agreement is in force, they will not initiate or support the promotion of legislation or other provisions which would undermine the rights deriving from the education legislation in force on the date of filing this agreement.

(2) Babeş-Bolyai University undertakes to refrain from initiating any administrative acts with regulatory effect affecting labour relations without prior consultation with the Babeş-Bolyai University Trade Union.

(3) Any supplements to this Collective Labour Agreement shall be subject to further negotiations.

ART. 5

(1) Where legal regulations more favourable to employees are introduced regarding the rights arising from this Collective Labour Agreement, they shall become automatically an integral part of the agreement.

(2) Agreement clauses shall be interpreted by consensus. If consensus is not reached, the clause shall be interpreted by the rules of common law. If there is still disagreement, the terms shall be interpreted favourably to the employees to the extent permitted by law.

(3) This collective labour agreement shall take effect for all employees of Babeş-Bolyai University, as provided by law.

ART. 6

(1) The rights and obligations of teaching, research and auxiliary teaching staff in higher education are governed by the National Education Law no. 1/2011, republished, as amended

and supplemented and by Law no. 319/2003 on the status of research and development staff, as amended and supplemented.

(2) Any proposal to amend the legislation in force governing the rights and obligations of higher education staff may not be submitted without prior consultation with the Babeş-Bolyai University Trade Union, party to this collective labour agreement.

ART. 7

(1) The parties agree to celebrate World Education Day on 5 October each year by jointly organising special events to mark this date.

(2) The parties agree to celebrate World Education Day on 5 October and National Researcher's Day on 19 November each year by jointly organising special events to mark this date insofar as they are not construed as public holidays or as requiring financial support.

ART. 8

In September of each academic year, the parties to this Collective Labour Agreement must convene a meeting of the Social Partnership Committee. During this meeting, the parties will confer on the annual strategy for the development of the teaching and research activity at Babeş-Bolyai University.

CHAPTER II

Signing, enforcement, amendment, suspension and termination of the Collective Labour Agreement

ART. 9

(1) The present Collective Labour Agreement is concluded for a period of 24 months and takes effect on the date of its registration with the M.M.P.S.-D.D.S. The parties may decide to renew the validity of the Collective Labour Agreement pursuant to the terms and conditions set out in Article 141(1). (2) of the Social Dialogue Law no. 62/2011, as republished, one time only, for a maximum of 12 months.

(2) If neither of the parties initiates the renegotiation of the agreement prior to its term, the agreement shall be automatically renewed subject to the law.

ART. 10

(1) The provisions of this Collective Labour Agreement may be amended throughout its implementation as often as all parties entitled to negotiate the Collective Labour Agreement agree to do so, in accordance with the provisions of Article 149 of the Social Dialogue Law no. 62/2011.

(2) The proposal for amendment shall be brought to the attention of the other party in writing at least 30 days before the proposed date for commencement of negotiations.

(3) In the period following the submission of the amendment petition and for the duration of the negotiations for the amendment of the agreement, the employer undertakes not to initiate or issue normative and/or regulatory administrative acts that may infringe the provisions of this Collective Labour Agreement and not to proceed with collective dismissals for reasons not attributable to the employees. Within these time periods, the Babeş-Bolyai University Trade Union undertakes not to engage in conflicts of interest, according to art. 161 and 164 of the Social Dialogue Law no. 62/2011.

(4) Amendments to the Collective Labour Agreement shall be duly registered with the competent authorities and become effective from the date of registration.

ART. 11

Implementation of the Collective Labour Agreement may be discontinued if the parties so agree or in case of force majeure.

ART. 12

The present Collective Labour Agreement is terminated:

- at the end of the agreed term if the parties do not consent to its renewal or if it is not automatically renewed in accordance with Article 9 para. (2);

- by consent of the parties;

- by effect of law.

ART. 13

(1) With a view to settling any issues arising from the implementation of the provisions of this Collective Labour Agreement, within 30 days of its coming into force, the parties agree to create a social partnership committee at Babeş-Bolyai University level authorised to arbitrate on the interpretation of the provisions of the Collective Labour Agreement, taking into account the actual facts, at the request of either party.

(2) The decisions of the social partnership committees are binding for the parties and will be communicated to the employees by display at the premises/on the website of the employer, in accordance with the provisions of the Social Dialogue Law no. 62/2011, as subsequently amended and supplemented. Failure to comply with the decisions of the social partnership committee shall entail disciplinary or, where appropriate, criminal liability for the person(s) responsible.

(3) The duties, make-up, organisation and operation of the social partnership committees are laid down in the Framework Regulations appended to this Collective Labour Agreement.

(4) Should no solution be found concerning the proposals of the social partnership committee within 15 days from the date of their announcement, either party is entitled to appeal to the courts in accordance with the legal provisions.

ART. 14

(1) Compliance with this agreement is binding on the parties.

(2) Failure to comply with the obligations arising from this Collective Labour Agreement entails the liability of the parties as provided for by the applicable laws.

CHAPTER III

Hours of work, rest and social protection

ART. 15

(1) The standard work week is, on average, 8 hours/day, 40 hours/week, carried out over a 5-day working week.

(2) The teaching load of higher education teaching staff includes the activities referred to in Article 287, para. 13 and para. 14 of the National Education Law no. 1/2011, as amended. The

weekly teaching load is measured in conventional hours and amounts to a maximum of 16 conventional hours per week, averaged over the two semesters.

(3) The teaching staff may carry out activities relating to teaching and research also on their weekly rest days, Saturdays and Sundays, in compliance with the legal provisions and with the approval of the Faculty management.

(4) For the teaching staff referred to in para. (3), the hours of work may be extended beyond 48 hours/week provided that the work is carried out within the reference period of no more than 12 months. Calculation of the reference period shall not count the duration of annual leave and periods of interruption of the individual employment contract.

ART. 16

(1) The activities relevant to the Babeş-Bolyai University personnel are set out in the job description drawn up jointly by the employer, the trade union and the employee representatives.

(2) The higher education workload includes:

a) the teaching workload;

b) the research workload.

(3) The teaching load of higher education teaching staff includes the activities referred to in Article 287 of the National Education Law no. 1/2011, as amended. The weekly teaching load is measured in conventional hours and amounts to a maximum of 16 conventional hours per week, averaged over the two semesters.

(4) Provision or increase of the teaching load may be effected only in accordance with Article 287(2), (13), par. (14) and par. (15) of the National Education Law no. 1/2011, as subsequently amended and supplemented.

(5) Scientific research activity, involvement in the preparation of undergraduate/doctoral theses, coaching students, membership in the senate, councils, committees serving the purposes of education, examinations, tests, reports, admissions, preparing teaching activity, counselling, etc. constitute typical activities, set out in the individual job description by the employer and are not counted as part of the weekly teaching load.

(6) The activities of the research workload are established on a contractual basis, remunerated as provided for by law, the University Charter and contractual terms. The research contract sets out both the terms of remuneration and the actual amounts.

ART. 17

(1) Subject to particular conditions, the Administrative Council, the Faculty Councils or the General Administrative Directorate may set flexible working hours for a specific category of employees and the detailed implementing arrangements.

(2) The beginning and end times of the working hours shall be established by internal regulation, approved within the operational departments of Babeş-Bolyai University.

(3) Setting flexible working hours does not affect the rights provided for in the Collective Labour Agreement.

(4) The employer must inform the employees of the work schedule and the allocation of the working hours per day, by posting it at the premises, in a visible place or on the website.

(5) Subject to the employee-employer mutual agreement, teaching and research activities may also be carried out on Saturdays and Sundays, subject to the legal provisions.

ART. 18

(1) a) Employees may only be required to work overtime if they agree to do so in accordance with Article 120 para. (2) of Law no. 53/2003 - Labour Code. The maximum legal hours of work under an individual employment contract may not exceed 48 hours per week, including overtime.

b) Work performed outside the standard work week is considered overtime work.

(2) By way of exception, the duration of hours of work under the employment contract for the main job may be extended beyond 48 physical hours/week, including overtime, provided that the average hours of work, calculated over a reference period of six calendar months, does not exceed 48 physical hours/week. Calculation of the reference period shall not count the duration of annual leave and periods of interruption of the Individual Employment Contract.

(3) In order to prevent or mitigate the effects of natural disasters or other events of force majeure, employees shall be required to work overtime at the employer's discretion.

(4) Overtime work performed outside standard working hours, as well as work performed on public holidays, weekly rest days and other days when, according to the law, work is not performed, shall be compensated by time off with pay within 60 calendar days of its performance, in compliance with the legal provisions in force or paid in accordance with the applicable provisions in force at the time of such work.

(5) Payment for overtime work may be made only if the overtime work was performed by a written directive of the employer in accordance with the law.

ART. 19

(1) (a) Employees who, according to the standard working hours, work between the hours of 22.00 and 6.00 shall be entitled to a night differential of 25% of their basic salary, if the working time covers at least 3 night hours of the standard working time.

b) Night duty bonus shall not be considered when determining the limit of bonuses, indemnities, incentives, additional payments and allowances provided for in Article 25 of Law 153/2017.

(2) Night work refers to work performed between 22.00 and 6.00, subject to a possible one-hour over or under these limits in justified cases.

(3) The employees who have to work at least 3 hours at night shall receive a free medical examination before starting work and periodically thereafter in accordance with the legislation in force.

(4) In accordance with the relevant legal regulations, the employer shall arrange for the necessary funds to conduct the medical examinations referred to in paragraph (3).

(5) Employees carrying out night work with health problems identified as related to it will be transferred to day work suitable for them under the law.

ART. 20

Auxiliary, research and non-teaching staff are legally entitled to a lunch break of at least 30 minutes.

ART. 21

Employees who waive their statutory parental leave for children up to 2 years of age and 3 years of age for medically certified children with disabilities/special needs are entitled to have their standard working hours cut by 2 hours/day, in accordance with the law, without this affecting their basic salaries and years of service.

ART. 22

(1) Employees looking after ill children up to 6 years of age and up to 7 years of age on the recommendation of a doctor are entitled to a reduction in working hours of up to half the working day in accordance with the law without this affecting their basic pay and years of full time work/education.

(2) Employees who have a dependent child with a serious or severe disability and who are actually looking after the child shall be entitled to a reduced working time of 4 hours until the child reaches the age of 18, at the employee's request, as well as to the other rights provided for in Article 32 of Emergency Ordinance No 111/2010 on leave and monthly allowance for childcare, as subsequently amended and supplemented.

(3) Employees working under part-time individual employment contracts shall be entitled to a full-time worth years of service in employment/education.

ART. 23

(1) If requested by expectant mothers, the employer will allow medical check-ups to be carried out during working hours, within the limit set by law of a maximum of 16 hours per month, as recommended by the doctor monitoring the progress of the pregnancy, without detriment to their salary rights.

(2) Employees covered by the provisions of para. (1) shall be required to provide proof that they have had medical check-ups.

ART. 24

(1) Female employees as from the fifth month of pregnancy and nursing mothers shall not be assigned to night work, shall not be called up for overtime, shall not be sent on mission, shall not be seconded without their consent and shall not be dismissed for reasons not related to their conduct or capacity.

(2) The employees referred to in paragraph (1) shall also be entitled to the safeguards provided for in GEO No. 96/2003 on maternity safety in the workplace, approved by Law No. 25/2004, as subsequently amended and supplemented.

(3) According to the Law no. 111/1996 on the safety, regulation, authorisation and control of nuclear activities, republished, employees carrying out their activity at workplaces conducting

nuclear operations are also entitled to the protection measures provided for by the legislation in force.

ART. 25

(1) Employees shall be entitled to a rest period of at least 12 consecutive hours between two working days.

(2) Employees are entitled to 2 consecutive days off each week, normally on Saturdays and Sundays.

(3) If work cannot be interrupted on Saturdays and Sundays, the conditions under which rest days are granted on alternate days of the week shall be determined by the institution's social partnership committee.

(4) These are non-working days:

- weekly rest days;
- 1st and 2nd January;
- 24th January - Unification Day of the Romanian Principalities;
- Good Friday, last Friday before Easter;
- the first and second day of Easter;
- 1st May;
- 1st June;
- the first and second day of Pentecost;
- 15th August - The Assumption of Mary;
- 30th November - St. Apostle Andrew the First Called, Patron Saint of Romania;
- 1st December;
- the first and second days of Christmas;
- two working days for each of the three annual religious holidays as established by legal religious denominations other than Christian denominations for their members.

ART. 26

(1) The right to paid annual leave is guaranteed by law to all employees.

For auxiliary teaching, research and non-teaching staff, rest leave is granted according to years of service as follows:

- up to 5 years of service - 21 working days;
- between 5 and 15 years of service - 24 working days;
- more than 15 years of service - 28 working days.

(2) The teaching staff is entitled to a statutory rest holiday, according to Law no. 1/2011, as amended and supplemented, and shall receive a rest leave allowance calculated according to the legal provisions applicable to staff paid from public funds.

(3) The leave allowance shall be granted to the employee before the rest leave, at the request of the employee, provided that funding is available.

(4) Auxiliary teaching, research and non-teaching staff of Babeş-Bolyai University may benefit from an additional rest leave of up to 7 working days.

(5) Employees working in harsh, hazardous or unsafe conditions, as determined by the relevant institutions, visually impaired persons, other disabled persons, supported by relevant documents, and young people up to 18 years of age shall be granted additional rest leave in accordance with art. 147 para. (1, 2) of Law 53/2003, as amended.

(6) Public holidays when no work is performed and paid days off are not counted against the duration of the rest leave.

(7) In determining the duration of annual rest leave, periods of temporary inability to work and periods of maternity leave, maternity risk leave and leave to care for a sick child shall be regarded as periods spent working.

(8) Where temporary inability to work or maternity leave, maternity risk leave or leave for the care of a sick child occurs during the annual leave, the annual leave shall be interrupted and the employee shall complete the remaining days of leave after the temporary inability to work, maternity leave, maternity risk leave or leave for the care of a sick child has ceased and, where this is not possible, the unused days shall be rescheduled.

(9) At the employee's request, rest leave may be split in separate periods, as provided for by law.

ART. 27

(1) Employees shall be entitled to paid days off in the event of important family matters or in other circumstances as follows:

- a) marriage of the employee - 5 working days;
- b) birth of a child - 5 working days + 10 working days for the father if he has attended a childcare course;
- c) marriage of a child - 3 working days;
- d) death of the employee's spouse or relatives up to the third degree - 5 working days;
- e) change of place of work accompanied by a change of home/residence - 5 working days;
- f) change of residence - 3 working days;
- g) child medical care - 1 working day (for families with 1 child or 2 children), respectively 2 working days (for families with 3 or more children), according to the Law no. 91/2014 on granting 1 working day off per year for child medical care.
- h) blood donation - 2 working days.

(2) Where the major family events referred to in para. (1) occur during the period of rest leave, it shall be suspended and shall continue after the completion of paid days off.

(3) The staff replacing the employees referred to in paragraph (1) shall be duly paid in accordance with the law.

ART. 28

(1) Employees shall be entitled to 30 working days of unpaid leave granted by their employer for personal reasons; such leave shall not impact on their years of service.

(2) Employees who are pursuing, continuing or completing their studies, as well as those applying for a teaching job or position, are entitled to unpaid leave to prepare for examinations or competitions, the total duration of which may not exceed 90 working days per calendar year; such leave shall count as length of service in employment/education under the law.

(3) Employees shall also be granted other unpaid leave of absence for a limited period, agreed between the parties and in accordance with the law.

(4) The number of unjustified absences leading to dismissal for disciplinary reasons shall be 5 days within a period of 6 months.

ART. 29

(1) In addition to the paternity leave provided for in Article 27 para. (1) letter b) of this agreement, the father is entitled to at least one month of the total period of leave for child-rearing, in accordance with the provisions of Article 11 of GEO no. 111/2010 on leave and monthly allowance for child-rearing, as amended. This provision also applies to the mother if the father is on parental leave.

(2) In the event of the death of the parent on parental leave, the other parent employed by the University is entitled, at their request, to any unused parental leave at the time of death, in accordance with the law.

ART. 30

Teaching staff who meet the legal conditions for retirement during the academic year and who have not been granted approval to retain their tenure beyond retirement age shall retire at the end of the academic year as provided by law.

CHAPTER IV

Salary and other pay rights

ART. 31

(1) For work carried out under the individual employment agreement, each employee shall be entitled to a salary paid in the form of money.

(2) The salaries of the Babeş-Bolyai University staff shall be paid in accordance with the legal provisions in force. With a view to remuneration and other payment entitlements provided for by the legislation in force and by this Collective Labour Agreement, the parties to the contract will establish the funds and identify the sources of funding.

(3) Babeş-Bolyai University undertakes to take all legal steps for the priority payment of salary rights.

(4) The gross salary includes the basic salary, allowances, benefits, stipends, bonuses and other components of the salary pay system for each category of staff, according to Law no. 153/2017, as amended and supplemented. Staff salaries are regulated by Law no. 153/2017 on the salaries of staff paid from public funds, and the basic salary is regulated pursuant to articles 38, 39 as well as the addenda to this law, in compliance with the provisions of article 1071/2021

of the GD no. 1071/2021 *for the establishment of the minimum gross salary guaranteed in payment.*

(5) Salaries shall be paid before any other monetary obligations of employers, according to Article 161 of the Labour Code.

(6) Salaries are confidential, and the employer undertakes to take the necessary measures to ensure confidentiality.

(7) To fulfil the obligations under para. (6), the employer will send to the email address of each employee, monthly, individually, a document outlining the salary rights due for that month and the calculation method.

ART. 32

(1) Basic salaries vary by position, category/grade, pay grade and years of service.

(2) Each position, each category/grade corresponds to 5 levels, according to the seniority brackets. The seniority brackets are determined pursuant to Article 10, supplemented by Article 38 (7) of Law 153/2017.

(3) For newly recruited staff, for staff employed in similar positions, including staff promoted in positions or professional levels/ranks, the basic salary shall be determined according to Art. 39 (1) and (2) of Law 153/2017, as amended.

(4) For auxiliary teaching positions for which the professional level/rank is no longer listed in the addendum to Law 153/2017, the basic salary shall be determined based on the level of seniority corresponding to the professional level/rank immediately above/superior to the position held.

ART. 33

(1) Teaching staff in the education sector is eligible for a merit-based bonus, granted by selection competition. This bonus is granted for 16% of the teaching positions in higher education institutions and central university libraries and constitutes a 25% increase in the basic salary. It is granted for a period of 5 years.

(2) The methodology and criteria for granting the merit bonus shall be established by the University Senate.

(3) For teaching staff who have not received the merit bonus provided for in paragraph (1), an academic performance bonus shall be awarded by means of selection criteria. This bonus may be granted up to 15% of the teaching positions at the higher education institution and constitutes 10% of the basic salary earned. The academic performance bonus is awarded for a period of one year. The number of recipients, the methodology and the criteria for granting the academic performance bonus shall be established by the University Senate and shall be paid exclusively from own revenue sources.

(4) The Administrative Council may establish variable salaries for employed staff, with an increase of up to 30% to their basic salary, depending on the nature of the activity performed and its quality. The amounts for these salaries will come exclusively from own revenue sources.

(5) The parties agree that the Babeş-Bolyai University staff may be entitled to a research fund for academic excellence, in accordance with statutory conditions, to come from own revenue sources, to cover their expenses for:

- participation in national or international scientific conferences, where papers are published in Web of Science (WOS) indexed volumes or in international databases (BDI);
- publishing courses and books in CNCS-recognised publishers and international publishers;
- travel, participation and/or organisation of student competitions at national, regional and international level;
- publication of studies in WOS indexed journals and submission of projects, qualified as eligible, as director, according to the National Education Law no. 1/2011, as amended.

ART. 34

(1) Staff holding the scientific title of doctor in their field of activity shall benefit, only in their basic position, from the provisions of Article 14, in conjunction with Article 39 (3) of Law 153/2017.

(2) Teaching staff may also get a bonus for doctoral supervision of up to 1% for each doctoral student, but not more than 10% of the basic salary.

(3) A neuropsychological overstrain bonus of 10% of the basic salary shall be granted to the teaching staff.

(4) Childcare vouchers, if regulated by legislation, may be granted to employees.

(5) For the work performed by disabled persons with temporary or reversible disability, a bonus of 15% of the basic salary shall be granted for normal working hours, subject to supporting documentation. The categories of disabled persons who qualify for this bonus are established by the applicable laws.

(6) Babeş-Bolyai University grants holiday vouchers as well as other benefits in accordance with the legal provisions.

(7) Employees who do not reside in the city where they are employed may be granted a non-taxable financial support for travel expenses, according to the provisions of Law 1/2011 and Law 227/2015, art. 76, as amended.

(8) Babeş-Bolyai University may grant, subject to available financial resources, for all categories of staff, from its own income, by decisions of the Administrative Council, non-taxable funeral aid, aid for severe disability, aid for medical devices, aid for childbirth, aid for household losses as a result of natural disasters, according to Law 1/2011 and Law 227/2015, art. 76, as amended.

(9) Employees who retire after more than 10 years of seniority in the higher education sector may receive, by decision of the faculties/departments to which they belong, a loyalty diploma for the entire activity carried out in education, with personalised mention, which shall be awarded before the employees of the establishment.

ART. 35

(1) Authorised teaching staff accompanying students to regional, national and international competitions, camps and/or excursions are entitled to a travel, accommodation and daily allowance as provided for by law.

(2) Children of teaching, auxiliary teaching, research and non-teaching staff working or retired from the education system, as well as children orphaned by one or both parents who have worked in the education system are exempt from paying registration fees for admission competitions to higher education and will benefit from free accommodation in residence halls and boarding houses.

(3) Babeş-Bolyai University may support employees in organising events such as: Women's Day, Men's Day, Easter and Christmas, by providing financial support from its own revenue sources.

CHAPTER V

Workplace Health and Safety

ART. 36

(1) The parties undertake to make every effort to strictly implement the system laid down by the prevailing legislation with a view to permanently improving working conditions.

(2) The parties agree that no labour protection measure is effective unless employees are fully informed, understand and actively implement it.

(3) Babeş-Bolyai University shall provide, from its own revenue sources, the organisational framework for the training, screening and professional upskilling of employees in relation to health and safety at the workplace, within the statutory limitations.

(4) When an employee is hired or changes the workplace or the type of work they do, they shall be trained and screened in relation to the risks associated with their new workplace and the rules on health and safety at the workplace, which they are bound to understand and observe in the work process.

(5) If changes occur in the work process that require the implementation of new occupational health and safety rules, employees shall be trained in accordance with the new rules.

ART. 37

(1) The assessment of the jobs with special and specific conditions must be carried out under the applicable legal provisions.

(2) Babeş-Bolyai University undertakes to submit to the territorial pensions office, as soon as the collective agreement is concluded, the endorsement of the territorial labour inspectorate certifying the special and particular requirements of the jobs and the list of professional categories performing these jobs. The costs incurred in the process of seeking the endorsement of the labour inspectorate are borne by the employer.

(3) The appointment of employees working in workplaces with special working conditions shall be made as provided by the applicable statutory provisions.

(4) The employer must provide for regular medical check-ups for persons working in special conditions and make the necessary funds available.

ART. 38

(1) Depending on the working conditions under which they operate, dangerous or hazardous conditions, employees may receive a bonus of up to 15% of their basic salary, commensurate with the time served at the respective workplaces, subject to the legal provisions in force.

(2) The categories of personnel, the workplaces, the exact amount of the bonus, as well as the conditions for granting them shall be determined by the employer, under the provisions of the regulation referred to in Article 23 of Law no. 153/2017, based on the reports of assessment or, where appropriate, expertise, issued by the authorities competent for this matter.

ART. 39

(1) The employer will provide, at its own expense, protective equipment, training and inspection of employees on occupational health and safety rules. To this end, the employer shall provide in the draft budgets for the required amounts for the acquisition of protective equipment.

(2) At the request of the Babeş-Bolyai University Trade Union, the employer will provide proof of submitting an application requesting the amount required to purchase the equipment before the Occupational Health and Safety Committee.

(3) In all situations where, in addition to the equipment provided for by law, the employer requires special clothing as work equipment, the employer shall cover the cost thereof from the budget of Babeş-Bolyai University.

(4) Breaches of the legal provisions on occupational health and safety entail disciplinary, administrative, pecuniary, civil or criminal liability, as applicable, according to the Law on Occupational Health and Safety no. 319/2006. Failure to comply with the obligations incumbent on employers in relation to the protection of employees in the work process constitutes a criminal offence or a breach of the law, as applicable, pursuant to the laws and regulations in force.

(5) Employers must conduct an annual medical check-up of all employees and must provide the necessary funds for a package of annual medical examinations, as outlined in the job description, as provided for by the labour legislation.

ART. 40

(1) In order to improve the working conditions, an Occupational Health and Safety Committee is established at Babeş-Bolyai University.

(2) The occupational safety and health training of employees will be carried out by the employer periodically, by specific means, agreed upon by the employer, the occupational health and safety committee, and the representatives of the trade unions and employees.

(3) Training is compulsory for new employees, for those who change their workplace, their type of work, for those who return to work after a break of more than 6 months, as well as whenever the relevant legislation changes.

(4) The arrangements for occupational health and safety are contained in internal regulations, which shall be disseminated to employees by the employer by direct communication and training and by publication at the premises of the establishment.

(5) The employer must provide insurance for all employees to cover the risk of occupational accidents and diseases, in accordance with Law no. 346/2002.

ART. 41

(1) For the purpose of safeguarding and improving working conditions at the workplace, the parties to this contract agree on the following minimum standards:

- ergonomic arrangement of the workplace;
- ensuring adequate ambient conditions - lighting, air conditioning complying with the thermal comfort indexes provided for by law, ventilation, regular sanitation, maintenance - in the premises where the teaching and learning process takes place, laboratories, workshops, offices;
- gradual equipping of teaching premises with modern teaching equipment: computer, overhead projector, audio-video equipment, non-irritating and non-polluting blackboards and writing implements;
- providing teaching staff with the necessary supplies in order to conduct the educational process in proper conditions;
- furnishing the facilities of the workplace: study rooms, cafeterias, locker rooms, sanitary facilities, recreation rooms;
- gradual reduction, to the point of elimination, of polluting emissions.

(2) These measures are established by the management of the institution and the Babeş-Bolyai University Trade Union or the employees' representatives, as applicable, in the framework of the social partnership committee, under the law.

ART. 42

(1) The employer will arrange, at the time of recruitment and whenever necessary, a medical check-up of the employees in order to ascertain whether they are fit to perform the work for which they have been recruited. The medical check-up is free of charge for employees, the employer providing the necessary funds for the medical check-up out of its budget.

(2) The medical check-up is also meant to prevent occupational diseases, the findings of which provide the grounds for taking the necessary measures to improve working conditions.

(3) The staff shall receive free medical care in the medical and psychological offices of the higher education institution. Medical check-ups shall be carried out free of charge on referral from the family doctor. Employees are provided with free health records by the occupational physician, the funds for which are provided by law.

ART. 43

The employer must ensure that employees are given access to the occupational health service.

ART. 44

(1) Babeş-Bolyai University cannot decline to employ or retain persons with physical or neuromotor disabilities if they are fit to perform their duties.

(2) Babeş-Bolyai University shall ensure, subject to the agreement of the trade unions, the transfer of employees who have a medical recommendation to other jobs with priority for vacant positions, where appropriate, as well as their professional upskilling.

(3) Compensation for temporary incapacity for work, caused by occupational diseases or work accidents, shall be paid in accordance with GEO no. 158/2005 on social health insurance leave and allowances, as further amended.

ART. 45

Babeş-Bolyai University may provide, in whole or in part, from its own funds, travel and accommodation expenses for employees residing in other places, as provided by law.

CHAPTER VI

Individual Employment Contract

ART. 46

(1) To establish the rights and obligations of employers and employees, employment takes effect upon signing the individual employment contract which sets out the rights and obligations of the employee and the employer in relation to the employee.

(2) Any employee may hold more than one position under an individual employment contract and shall receive the remuneration corresponding to each of them, in accordance with Article 35 of the Labour Code.

(3) The provisions of paragraph (2) shall not apply to the incompatibilities for holding several positions stipulated by law.

ART. 47

(1) The individual employment contract is concluded under conditions regulated by law, respecting the fundamental rights of the citizen and only on criteria of professional skills and competence.

(2) Failure to comply with any of the legal conditions required for the valid conclusion of the individual employment contract renders it null and void, pursuant to Article 57 of the Labour Code.

ART. 48

(1) The individual employment contract is concluded in writing, in two copies, one for each party, employer and employee, whereby the employer is required to provide the employee with a copy of the individual employment contract prior to starting work.

(2) Any changes that occur pursuant to amendments to the legislation governing the employment of personnel paid from public funds (GEO 79/2017) shall be brought to the attention of the employee by signing an addendum to the existing contract.

(3) The job description for each employee must be enclosed to the individual employment contract. The employer shall inform the employee of any subsequent changes to said job description and the employee may be assisted by a trade union representative upon request.

ART. 49

(1) At Babeş-Bolyai University, individual employment contracts are concluded between the rector and the employees.

(2) Individual employment contracts are concluded on behalf of and at the expense of the employer.

(3) Upon written request of the employee, the Trade Union may assist with the conclusion/modification of the individual employment contract.

ART. 50

(1) As a general rule, the individual employment contract shall be concluded for a permanent period.

(2) In the situations and under the conditions established by law, the individual employment contract may also be concluded for a temporary period.

(3) The Babeş-Bolyai University staff may enter into a part-time employment contract, as provided for by law and by this Collective Labour Agreement.

ART. 51

(1) Subject to the penalty provided for in Article 19 of the Labour Code, the employer must inform the person applying for employment or, as applicable, the employee of the general clauses which they intend to include in the contract or amend prior to the conclusion or amendment of the individual employment contract.

(2) The information referred to in para. (1) shall include, where appropriate, the points referred to in Articles 17 and 18 of the Labour Code.

ART. 52

(1) The teaching activities on a cumulative/paid by the hour basis shall be carried out in accordance with the provisions of the National Education Law no. 1/2011, as further amended

and supplemented, regardless of the workplace where the respective person serves. The maximum number of hours worked on an hourly-paid basis and the maximum number of hours that may be worked by tenured staff of the University is established by the University Senate.

(2) The employment of teaching staff on a cumulative or paid by the hour basis is carried out by decision of the Rector, the remuneration of the activity thus performed is made according to the legal provisions.

(3) If there are no vacant or temporarily vacant auxiliary teaching, research and non-teaching positions, the promotion of staff employed under individual employment contracts is carried out by converting their position in the staff establishment plan into a level immediately above it, in accordance with the provisions of GD no. 286/2011 for the approval of the Framework regulation on the establishment of the general principles for filling a vacant or temporarily vacant position for contractual positions and the criteria for promotion to immediately higher professional grades or levels of personnel in the public sector paid from public funds.

ART. 53

(1) The rights and obligations pertaining to the employment relationship between the employer and the employee shall be regulated by this Collective Labour Agreement at sectoral level and by individual employment contracts.

(2) This Collective Labour Agreement establishes rights and obligations only within the terms and under the conditions provided for by law, and any infringement of these terms and conditions shall render the contractual provisions thereof null and void.

ART. 54

Employees cannot waive their rights under the law. Any transaction which seeks to relinquish or limit the rights granted by law to employees shall be null and void.

ART. 55

(1) The individual employment contract may be amended only if the parties so agree.

(2) If the employee refuses to agree to a change affecting the nature of their work, their workplace or their salary rights, the employer is not entitled to unilaterally terminate the individual employment contract on this ground.

(3) Exceptionally, a unilateral amendment of the contract may only be made in the situations and under the conditions provided for by law.

(4) An amendment of the individual employment contract may cover any of the following:

- a) the duration of the contract;
- b) workplace;
- c) nature of work;
- d) working conditions;
- e) remuneration;
- f) working time and rest time.

(5) An amendment to any of the items referred to in Art. 4 or Art. 17 para. (3) of the Labour Code, in the course of the enforcement of the individual employment contract, requires the conclusion of an addendum to the contract, prior to the occurrence of the change, except in cases where such a change is expressly provided for by law.

(6) The individual employment contract may be amended if the parties so agree by concluding an addendum in writing at the time the parties agree.

(7) An addendum shall not be concluded if the amendment of the individual employment contract is provided for by law.

ART. 56

- (1) Delegation or secondment of employees is carried out under the conditions laid down in the Labour Code.
- (2) If an employee who is a union member refuses to be seconded, the Babeş-Bolyai University Trade Union may assist the employee before the employer.
- (3) The delegation and secondment of auxiliary and non-teaching staff shall be carried out pursuant to the conditions and by virtue of the rights provided for by the Labour Code.
- (4) In order to extend the period of delegation of an employee who is a trade union member, the employer shall apply for the required agreements, pursuant to art. 44 para. (1) of the Labour Code.

ART. 57

(1) The individual employment contract may be suspended in the explicit cases provided for by the labour law, by the common law, by the special law and throughout the period of holding an eligible position.

(2) Suspension of the individual employment contract entails suspension of the employee's work and of payment of salary rights by the employer.

(3) During the suspension, other rights and obligations agreed between the parties may continue to remain in force.

(4) In the event of suspension of the individual employment contract on account of an incident caused by the employee, the employee shall not enjoy any rights deriving from their employment status throughout the period of suspension.

ART. 58

(1) During the temporary suspension of the employer's activity, the employees shall receive an allowance paid from the salary fund of at least 75% of the basic salary for the position held/job performed, according to the law.

(2) During the temporary suspension provided for in paragraph 1, the employees shall be at the disposal of the employer, the latter being entitled to decide to resume work at any time.

(3) If the employer is unable to provide the conditions necessary for the performance of work duties during the working day, in whole or in part, the employer must pay the employees the basic wage for the time during which work was interrupted.

ART. 59

The individual employment contract may be terminated:

- automatically;
- upon the agreement of the parties, on the date agreed by them;
- as a result of the unilateral decision of one of the parties, in accordance with the law.

ART. 60

(1) Dismissal of employees from employment is not allowed:

(a) on grounds of gender, sexual orientation, genetic characteristics, age, nationality, race, colour, ethnicity, religion, political orientation, social origin, disability, family status or responsibilities, trade union membership or activism;

b) for the exercise, under the law, of the right to strike and trade union rights.

(2) Dismissal of employees may not be carried out:

(a) for the duration of temporary incapacity for work, as determined by medical certificate;

b) during quarantine leave;

c) while the employee is pregnant, if the employer was aware of this fact before the dismissal decision was taken;

d) during maternity leave;

e) during leave for parental care of a child up to the age of two, or three years if the child is disabled;

f) during leave to care for a sick child up to the age of 7 or, in the case of a disabled child, for intercurrent illnesses, until the age of 18;

g) during military service;

(h) while holding an eligible position in a trade union body, unless dismissal is imposed for serious disciplinary offences or repeated disciplinary offences committed by that employee;

(i) while on rest leave;

j) pending allocation of a teaching position.

ART. 61

(1) The individual employment contract may not be terminated at the employer's initiative in cases where, by law or pursuant to Article 62 para. 1 of this Collective Labour Agreement, such restrictions have been laid down.

(2) Termination of the individual employment contract for reasons not attributable to the employee shall be effected by the discontinuation of the position held by the employee as a result of economic hardship, technological developments or business reorganisation. The redundancy must be effective, having a true and substantial cause.

(3) Trade union activity and membership in a trade union may not constitute grounds for termination of the individual employment contract.

ART. 62

(1) The individual employment contract may not be terminated by the employer in any of the situations in which the employee is entitled to unemployment benefit, without consulting, where trade union members are concerned, the representatives of the trade union signatory to the collective labour agreement concluded at establishment/unit group level, in terms of the social protection of employees, in compliance with the legislation in force.

(2) Should the trade union party fail to agree, the hierarchical body superior to the hiring body undertakes to maintain the legal employment relationship by redeployment, with the payment of salary rights, as provided by law.

(3) This Article is not applicable in case of disciplinary dismissal.

ART. 63

(1) Where a trade union member is dismissed for reasons not attributable to the employee, the employer shall inform in writing the trade union where the employee is a member before issuing the dismissal decision.

(2) Should the employee be dismissed for physical and/or mental incapacity, ascertained by the decision of the competent medical expert bodies, the employee shall be entitled to compensation, as determined by the Administrative Council according to the law, if they cannot be transferred to another job, in accordance with Article 64 (5) of the Labour Code.

(3) Employees dismissed for unrelated reasons are entitled to active measures to tackle unemployment and compensation payments, as provided by law.

(4) Where an employee becomes unfit for work due to medical reasons, the employer shall, within reasonable limits, reassign them to another job. Where such options are not available, as well as in the case of employees dismissed for reasons beyond their control, the employer shall refer the matter to the local employment agency with a view to redeploying the employee in accordance with the professional training and/or, where applicable, the ability to work established by the occupational physician.

ART. 64

(1) Where the employer is bound to give a period of notice prior to dismissal, the period of notice shall be 20 working days. The period of prior notice begins on the date when the employee is notified in writing of the reason for dismissal.

(2) During the notice period, employees may take half of their effective daily working time off in order to look for a job, without this affecting their salary and other rights to which they are entitled.

(3) Dismissal issued in breach of the procedure laid down by law shall be null and void.

(4) The notice period may be waived if the parties so agree; the employment contract shall terminate on the date agreed by the parties.

ART. 65

(1) In the event of collective redundancies, the employer is bound to comply with its obligations under Articles 69 to 74 of the Labour Code.

(2) For redundancies caused by reasons beyond the employee's control, the measures shall affect the actual implementation of the reduction of staff, after the reduction of vacant positions similar to those made redundant, in this order:

- a) the employment contracts of employees requesting to leave the establishment;
- b) the employment contracts of employees who hold two or more positions concurrently and of those who have a pension concurrently with their salary;
- c) the employment contracts of those who meet the legal conditions for retirement during the given academic year.

(3) If there are several positions of the same nature in the institution and one or more of them are to be discontinued, an objective assessment of the performance of the staff holding them will be carried out.

(4) Should the assessment outcome not lead to a tie-breaker, the following criteria shall be applied in order:

- a) if the measure affects two spouses working in the same unit/institution, the employment contract of the employee with the lower income shall be terminated, provided that an employee whose position is not affected by the discontinuation may not be dismissed;

- b) the measure shall first affect persons who do not support children/disabled persons;
- c) the measure should only affect women with children, widowed or divorced men who have children as dependants, single earners, disabled persons and employees who are less than three years away from retirement as a last resort.

(5) Should the measure affect an employee who has completed a vocational training or upskilling course and has signed with the establishment/institution an addendum to the individual employment contract undertaking to work for the employer for a certain period of time, the employer shall not claim compensation from the employee nor shall it be able to impose on the employee any obligation to bear the costs of the training in relation to the period remaining until the end of the term provided for in the addendum.

(6) Individual or collective dismissals for reasons beyond the employee's control shall be made in compliance with Articles 68 to 74 of the Labour Code and other statutory provisions governing social protection measures.

ART. 66

Should Babeş-Bolyai University decide to broaden or relaunch its activity within a period of 12 months after taking the measure of individual or collective dismissal for reasons not attributable to the employees, it must notify the trade unions in writing of this and communicate the measure to the public by publishing it in the central and local press and at the establishment's headquarters. Babeş-Bolyai University will re-employ, within the legally prescribed limits, without a selection procedure or probationary period, persons whose employment contract has been terminated for reasons not attributable to them, who meet the conditions stipulated by law for filling these vacancies and who have applied at the University's offices within 15 days of the date of the announcement.

ART. 67

(1) Employees may resign by notifying their employer in writing of their resignation, without having to give reasons for their resignation. The individual employment contract shall terminate at the end of the notice period of 20 calendar days for executive employees and 45 calendar days for senior employees.

(2) If the employer declines to register the resignation, the employee may prove it by any available form of evidence.

(3) The employee is entitled to resign without notice if the employer does not comply with its obligations under the individual employment contract and the Collective Labour Agreement.

CHAPTER VII

Professional training

ART. 68

(1) Babeş-Bolyai University undertakes to offer its employees regular access to professional training, both within the limits of the law and the budgetary allocations.

(2) The professional training of employees may be carried out in the following ways:

- a) attending courses organised by training service providers in the country and abroad;
- b) professional traineeships for adapting to job and workplace requirements;
- c) traineeships and further training in the country and abroad;
- d) individualised training;
- e) upskilling courses organised by representative trade union organisations;
- f) other forms of training as agreed between employer and employee.

(3) Further training of teaching staff shall be conducted in accordance with the provisions of the National Education Law no. 1/2011, as further amended.

(4) Professional training shall also cover topics in the field of labour relations as agreed between the employer and the trade union organisations.

ART. 69

(1) Babeş-Bolyai University undertakes to draw up annual training schemes for all categories of employees, in consultation with the trade unions.

(2) The training schemes are included in the collective labour agreements signed at Babeş-Bolyai University.

(3) The employees shall be informed of the training schemes electronically within 15 days of their adoption.

ART. 70

Babeş-Bolyai University will cover all expenses incurred by employees' participation in training courses and traineeships organised by them, as provided by law.

ART. 71

(1) Employees who attend traineeships or professional training courses requiring partial or total time off work shall be entitled to the salary rights provided for in Article 197 of the Labour Code and shall be subject to the obligations provided for in Article 198 of the Labour Code.

(2) Should they require full time off work, the employee's individual employment contract shall be suspended, and the employee shall be entitled to all salary rights for the duration of the professional training courses/traineeships, unless otherwise stipulated by law.

(3) The period during which employees attend training sessions/ courses with partial/full time off work shall be counted towards their years of service.

(4) Any employee who wishes to attend an educational programme may receive a tuition fee rebate. The amount of the rebate will be proposed by the head of the unit where the employee works, endorsed by the Administrative Council and approved by the University Senate. The rebate may be maintained throughout the duration of the academic programme, provided that the employee maintains their employee status and has passed all examinations at the beginning of each academic year.

Failure to meet one of these conditions automatically entails the employee's obligation to pay the full tuition fee.

ART. 72

(1) Employees are entitled to professional training leave pursuant to Articles 154-158 of the Labour Code.

(2) Should the employer fail to comply with its obligation to ensure, at its own expense, the participation of an employee to professional training as provided by law, the employee shall be entitled to a professional training leave, paid by the employer, of up to 15 working days or up to 120 hours. An employee who has availed themselves of the provisions of this paragraph shall be required to provide proof of participation and completion of such training courses.

(3) The provisions of Articles 152 and 153 of the Labour Code shall apply.

ART. 73

The employer undertakes to confer with the trade unions when concluding professional adaptation contracts, in accordance with the Labour Code, for auxiliary and non-teaching staff.

ART. 74

(1) The assessment of individual job performance shall be carried out for each employee in relation to meeting individual objectives, based on performance criteria established by law.

(2) The period evaluated runs from 1 January to 31 December.

(3) The assessment of individual job performance shall be carried out in accordance with the operational evaluation procedures approved by the University Senate.

(4) An employee who is unhappy with the result of the evaluation and whose appeal has been rejected may appeal to the competent court, in accordance with Article 268 of the Labour Code.

(5) The evaluator shall inform the employee of the result of the assessment of individual job performance, as well as of some of the conclusions, and shall record in the evaluation report the opinion of the evaluated employee (if there are differences of opinion between the evaluator and the evaluated employee which the evaluator does not share), pursuant to the internal procedures of Babeş-Bolyai University.

CHAPTER VIII

Other provisions concerning the rights and obligations of the parties

ART. 75

(1) Trade union representatives may attend the meetings of the Administrative Council of Babeş-Bolyai University as guests.

(2) Trade union representatives may attend the meetings of the governing structures of Babeş-Bolyai University as guests, and the leader of the Babeş-Bolyai University Trade Union shall be a permanent guest.

(3) The decisions of the Senates and Faculty Councils shall be made public as provided by law.

(4) Babeş-Bolyai University supports the participation of the Trade Union in conferences, seminars, workshops by covering travel expenses from its own funds.

ART. 76

To support the actions provided for in Article 28 of the Social Dialogue Law no. 62/2011, republished, the employer shall make available to the trade union organisations or provide them with access to the information and documents requested in writing by them, while the trade union representatives undertake to maintain the confidentiality of the data supplied to them to this end.

ART. 77

The employer must ensure the substitution of staff on unpaid leave, attending trade union training and upskilling courses, professional/trade union training courses, experience exchanges and other trade union activities in the country or abroad and effectively support them. Substitute workers will be paid for the additional work carried out according to the law.

ART. 78

(1) Babeş-Bolyai University provides the necessary space and facilities for the activity of the trade unions free of charge.

(2) The material base for cultural and sports purposes, property of Babeş-Bolyai University, may be used, free of charge, for actions organised by the trade unions in association with the institution, subject to the provisions of the collective labour agreement and the internal regulations on the use of the infrastructure.

ART. 79

(1) At the request of the trade union organisations and with the written consent of the trade union members, the Babeş-Bolyai University management will accept the collection of the trade union members' contribution on the payroll by the persons who are assigned to the payment of salaries. The amounts deducted for union dues will be transferred to the Union's account.

(2) The membership contribution paid by members of trade union organisations, up to 1% of the gross income earned, shall be deductible from the income tax base.

ART. 80

(1) Employers acknowledge the entitlement of trade union representatives to monitor how the rights of employees provided for in collective agreements and individual employment contracts are respected at the workplace.

(2) Members of the social partnership committee may have their working hours cut back as follows: teachers to 100 hours per year, covered by section B. of the job description, and all other members one day per month.

ART. 81

(1) Employers and trade union organisations shall inform each other in a timely manner of their decisions on important labour relations issues.

(2) The provisions of this Collective Labour Agreement apply to and are binding on Babeş-Bolyai University and the trade union organisations.

(3) Employers shall approve the participation of Babeş-Bolyai University trade union representatives in the committees operating at ministerial level for the period of time required for the committee meetings, with no prejudice to their salary rights.

(4) a) Members of the managing bodies of trade union organisations will be protected by law against any form of constraint, coercion or limitation in the exercise of their office.

b) The duress or coercion of elected members of trade union governing bodies by dismissal or disciplinary measures for reasons relating to the exercise of trade union rights is strictly prohibited.

c) The employer shall order the initiation of disciplinary action against anyone who engages in intimidation of trade union members, adopting legal measures in compliance with the provisions of articles 217 and 218 of the Social Dialogue Act No. 62/2011, republished, and article 247 of the Labour Code.

(5) (a) Subject to the mutual recognition principle, trade union activity carried out by trade union leaders may count as a specific activity in an amount determined by the University Senate and will be taken into account when conducting their annual evaluation. Also, Babeş-Bolyai

University grants members of the governing bodies of trade union organisations, who are employees working in the institution, the benefit of five paid days off their monthly working hours for trade union activities.

(6) Throughout the period of their term, as well as for a period of 2 years after the end of their term, the elected representatives in the trade union's governing bodies (members of the Steering Committee and faculty representatives) may not be dismissed for reasons beyond the employee's control, or for reasons pertaining to the fulfilment of the office assigned to them by the employees in the establishment, except with the written consent of the Steering Committee of the Babeş-Bolyai University Trade Union.

(7) a) The employer acknowledges the rights of the Babeş-Bolyai University employees to support and participate in trade union actions without restriction, as provided by law.

b) The employer undertakes to impose disciplinary measures, in compliance with Article 247 (2) of the Labour Code, against those who attempt or prevent the exercise of the right of employees to participate in trade union actions, which are organised under the law.

ART. 82

The Babeş-Bolyai University Trade Union acknowledges the employer's right to impose, under the law, liability for disciplinary or pecuniary damages on employees who are in breach of the rules of work conduct or who prejudice the unit.

ART. 83

Babeş-Bolyai University and the Babeş-Bolyai University trade union undertake to maintain a normal working climate, in compliance with the legal provisions, the collective labour agreements at all levels, the university charter, the internal regulations and the rights and interests of the union members.

ART. 84

The rights stipulated in individual employment contracts may not undercut those provided for in the Collective Labour Agreement.

ART. 85

Any reorganisation of Babeş-Bolyai University shall transfer the rights and obligations provided for in this collective labour agreement to the new legal entities that result from these operations, as provided by law.

ART. 86

When establishing the working conditions and criteria for setting working hours for higher education staff, consideration will be given to the international conventions governing this activity signed by Romania, the UNESCO-ILO Recommendation concerning the Status of Higher Education Teaching Personnel, adopted in Paris on 12 November 1997, as well as the European Social Charter, adopted by the Romanian Parliament under Law no. 74/1999.

ART. 87

(1) The internal regulations are drafted by Babeş-Bolyai University together with the Babeş-Bolyai University Trade Union, according to the law.

(2) The Babeş-Bolyai University Trade Union contributes, through its legal representatives, to the formulation of the University Development Strategy, by submitting proposals relating to professional, economic, cultural and social activities.

ART. 88

The present Collective Labour Agreement becomes effective on the date it is registered by one of the parties, in accordance with the law, and will be brought to the attention of the employees by publication on the employer's website.

ART. 89

(1) Babeş-Bolyai University shall enforce the clauses agreed upon in the present collective labour agreement.

(2) The parties to the present collective labour agreement shall not respond to anonymous complaints, grievances or claims.

(3) The present Collective Labour Agreement at the level of Babeş-Bolyai University is supplemented by the relevant statutory provisions in force and any subsequent ones.

ART. 90

Signed today,, in three original copies.

SIGNING PARTIES:

Babeş-Bolyai University,

represented by Rector Professor Daniel David, PhD

Babeş-Bolyai University Trade Union

Represented by President, Assistant professor Laura Olteanu, PhD

ADDENDUM 1

REGULATION

**on the organisation and operation of the
social partnership committee of Babeş-Bolyai University**

- 1) The Social Partnership Committee, hereinafter referred to as the Committee, will comprise an equal number of representatives of the employer and the university trade union, who shall be appointed by each party within 14 days of the date of entry into force of this collective labour agreement. The minimum number recommended shall be 5 members for each party.
- 2) The Committee will have the authority to review and debate all issues relating to the implementation of the collective labour agreement at the request of either party.
- 3) The Committee shall discuss and propose to the Administrative Council or the Senate, as appropriate, decisions on the implementation of labour legislation relevant to higher education.
- 4) The Committee shall meet at least every six months or whenever either party makes a justified request, no later than five (5) working days from the filing of the request. The Committee operates with a quorum of at least two-thirds of the total members present and decisions of the Committee are made by a simple majority of the votes of those present.

5) At Babeş-Bolyai University level, the time spent working for the committee is counted as time spent effectively at work.

6) The Committee will be chaired, alternately, by a representative of each party, appointed in each meeting.

7) The decisions of the Committee shall be submitted to the Administrative Council or the Senate, as applicable, for approval.

8) The secretariat of the committee shall be provided by the employer, who shall be responsible for office expenses.

9) Copies of the minutes and resolutions adopted by the committee shall be made available to the union by the committee secretariat within two working days of their adoption.