

Kutaisi

25 / March / 2021

Article 1. General Provisions

On the one hand, LLC. Kutaisi University (hereinafter, the "University" or "Employer") represented by its Acting Rector Lasha Kandelakishvili and, on the other hand, a person Tatjana Muravska personal number N 200455-10724 (hereinafter, "Employee") conclude the present Agreement on the following:

Article 2. Subject of the Agreement

This agreement regulates labor-legal relations between the employer and the employee during the Co-Head of the Doctoral Program in Economics position of the employee at the University.

Article 3. Position of the employee and the type of work to be performed

The requirements for the position of the employee are determined in accordance with the legislation of Georgia, the statute of the University, the internal regulations, the job description provided for the position, other legal acts and the present agreement.

Article 4. The Workplace

1. By the agreement of the parties, N 13 Tsereteli street, Kutaisi is determined as an employee's work place.

2. According to the agreement of the parties, depending on the type of work to be performed, the employee is allowed to perform the duties related to his/her official authority outside the workplace.

Article 5. Rights and responsibilities of the parties


1. The Employer is entitled to:

- a) Verify accuracy of the information submitted by the employee.
- b) Require the employee to perform the work imposed on him/her in quality manner, in accordance with the job description provided for the position, the University's Legal Acts and the present Agreement.
- c) Establish internal labor regulations and request the employee to perform them;
- d) Assign the employee to perform overtime work in cases determined by law;
- e) Apply both disciplinary and other incentive measures towards him/her in the cases established by the legal acts of the University;
- f) Periodically monitor the process of the employee performance.



Employer





Employee

2. The employer is obliged to:

- a) Introduce the employee to the norms active at the institution and inform him/her about any amendments made to these norms;
- b) Pay the allowance to the employee within the agreed time;
- c) Create adequate conditions for the employee to perform the work assigned on him/her;
- d) Provide the employee with working environment that is as safe for the life and health as possible;
- e) Within the reasonable time-frame, provide the employee with the full, objective and understandable information on all the factors that may affect the life and health or the safety of the employee;
- f) In case of an employee's request, issue a certificate about employment, which includes data about the work done, the remuneration of the work, the duration of the labor contract;
- g) Ensure employee's involvement in the University life.

3. The employee is authorized to:

- a) Request safe labor conditions at the work place;
- b) Request and receive exhaustive information about the conditions of employment, the status and legal condition associated with the University himself/herself.
- c) Request information related to the performance of his/her work, information resources and inventory;
- d) Enjoy the holidays stipulated by the Labor Code of Georgia.
- e) Request timely payment of remuneration from the employer.

4. The employee is obliged to:

- a) Comply with the requirements of the University Statute and internal regulations;
- b) Comply with the Code of Ethics and Disciplinary Liability.
- c) Perform the work personally, within the limits of his/her competence facilitate unhindered fulfillment of functions by other employees of the University;
- d) Take care of the material values transferred to him/her for the purpose of performing his work duties;
- e) Immediately inform the employer on any circumstance that may hinder him/her from performing a job or endanger the interests of the employer or a third party.
- f) To fulfill the obligation imposed on him properly and at the appointed time. As well, follow the instructions of the supervisor related to the exercise of official authority.

Article 6. Labor Remuneration

1. Remuneration for the work performed by the employee is determined by the agreement of the parties as the amount of **200 € net** (equivalent in GEL) per month.

2. Payment will be made by the employer through the transfer to the employee's remuneration account, by non-cash payment, once a month, no later than the 5th day of the month following the month to be paid.



Employer

Employee

3.The employer is obliged to pay the employee 0.07 percent of the delayed amount for any remuneration or settlement that is delayed.

4.The employer shall be entitled to deduct the extra payment or any other amount from the employee's remuneration, which has been paid to him/her due to labor relations.

5.The total amount of one time deduction from labor remuneration should not exceed 50 percent of the salary.

6.In case of termination of labor relations, the employer is obliged to make the final settlement with the employee no later than 7 calendar days.

Article 7.Working Hours and Vacations

1.Working hours of the administrative staff are determined from Monday to Friday.

2. The rest time of the institution is determined by the internal regulations of the University and in accordance with the current legislation of Georgia.

Article 8.Vacation

1.The employee has the right to benefit from a paid vacation - 24 working days per year, and vacation without pay - 15 calendar days a year.

2. The employee shall be entitled to request the vacation after eleven months of work. The employee may be allowed to get vacation before the expiry of this term by the agreement of the parties.

3.It is possible to use vacation in parts by agreement of the parties.

4.The employee's vacation pay is determined from the average salary of the last 3 months before the vacation, or if the time worked since the last vacation is less than 3 months - from the average salary of months of work, and in case of fixed monthly pay - according to the last month's salary.

5.Based on his/her request, the employee is given a paid or non-paid vacation due to pregnancy, childbirth and childcare, as well as the adoption of a newborn in accordance with the Georgian legislation.

Article 9.Business Trip

1.Business trip is temporary replacement of the work place of the employee by the employer, based on the interests of the work.

2. Sending of the employee to a business trip by the employer is not deemed as to change the terms of the labor contract if the period of the business trip does not exceed 45 calendar days a year.

3.If the employer exceeds the term referred to in the 2nd paragraph of this Article, it will be considered as a change to the terms of the labor agreement.

4.Employer is obliged to fully reimburse to the employee the expenses related to the business trip.



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Employee

Article 10. Overtime Labor

1. The employee is obliged to perform overtime work:
 - a) To prevent a natural disaster and/or to eliminate its consequences - without compensation;
 - a) To prevent an industrial accident and/or to eliminate its consequences - with appropriate compensation.
2. It is prohibited to employ a woman who is pregnant or has just given a birth to a baby, a person with disabilities, or a minor for overtime work without his/her consent.
3. Performance of the job by the employee that exceeds his/her work time and is agreed between the parties, shall be deemed as overtime work.
4. In exchange for overtime pay, the employee will be given additional rest time in the amount of overtime work hours.

Article 11. Suspension/Termination of the Contract

1. The basis for suspending the labor relations is as follows:
 - a) Strike;
 - b) Lockout;
 - c) Exercising active and/or passive voting rights;
 - d) Appearance in the prosecutor's office, investigative or judicial bodies in the cases envisaged by the procedural legislation of Georgia.
 - e) Conscription;
 - f) Enlistment in reserve service;
 - g) Vacation due to pregnancy, childbirth and childcare, vacation due to adoption of a newborn and additional vacation due to childcare.
 - h) Placement of a victim of violence against women and/or domestic violence in a shelter and/or crisis center, if she is no longer able to perform her official duties, but not more than 30 calendar days a year;
 - i) In case of temporary working disability, if it does not exceed 40 calendar days in a row or 60 calendar days in total within 6 months.
 - j) Professional development, vocational training or study, the duration of which should not exceed 30 calendar days per year;
 - k) Unpaid leave;
 - l) Paid leave.
2. Reasons for the agreement termination are as follow:
 - a) Concluding a new contract by the parties under which the present agreement is declared invalid;
 - b) Economic circumstances, technological or organizational changes that make it necessary to decrease the workforce;
 - c) Expiration of the term of a labor contract;
 - d) Performance of the work envisaged by the labor agreement;



Handwritten signature of the employee in blue ink. Below the signature is a horizontal line with the word "Employee" printed underneath.

- e) Leaving the position/job voluntarily by the employee on the basis of a written application;
- f) Written agreement of the parties;
- g) Inappropriateness of the employee's qualifications or professional skills with the occupied position/work to be performed;
- h) Gross violation by the employee of the obligation imposed on him/her by an individual labor contract or a collective agreement and/or internal labor regulations;
- i) Violation of the obligation imposed on the employee by an individual labor contract or collective agreement and/or internal labor regulations, if during the last 1 year the employee has already been subjected to any disciplinary liability under the individual labor agreement or collective agreement and/or internal labor regulations;
- j) Unless otherwise provided by the labor contract, long-term work disability - if the period of incapacity for work exceeds 40 calendar days in a row, or the total period exceeds 60 calendar days during 6 months, in addition, the employee has already taken the leave;
- k) The entry into force of a court verdict or decision, which excludes the possibility of performing the work;
- l) A decision made by a court and entered into legal force declaring the strike illegal;
- m) Death of an employer - natural person or employee;
- n) Start of the liquidation of the employer - a legal person.
- o) Another objective circumstance that justifies the termination of the labor contract.

Article 12. Rule of termination of employment relations

1. Upon termination of the labor contract on any of the grounds provided for in Article 11 (2) (b), (g), (j) or (o) of this Agreement, a Party is obliged to notify the other Party at least 30 calendar days in advance by sending a prior written notice. The employee will be compensated with the amount of 1 month's salary within 30 calendar days upon termination of the labor contract. The employer is entitled to notify the employee by sending a prior written notice at least 3 calendar days in advance on the termination of the employment contract on any of the grounds provided for in Article 11 (b), (g), (j) or (o) of this Agreement. In this case, the employee will be compensated with the amount of 2 months' salary within 30 calendar days upon termination of the labor contract.

2. The employer is obliged to substantiate the grounds for termination of the contract within seven calendar days from the submission of an employee's request.


3. The employee has the right to appeal the employer's substantiated decision on termination of the contract at the court within 30 calendar days. The term of the appeal shall be calculated from the moment of the notification of the reasoned decision for the employee.

4. If the employer does not substantiate the grounds for termination of the labor contract within 7 calendar days upon submission of the employee's request, the employee has the right to appeal the employer's decision on termination of the contract in court within 30 calendar days.



 Employer





 Employee

Article 13. Review and settlement of labor disputes

1. The dispute between the parties shall be settled according to the applicable legislation;
2. Any issue which is not regulated by the present Agreement may be resolved through mutual negotiation of the Parties;
3. The dispute arising between the parties shall be resolved through conciliation procedures of the parties, which implies direct negotiations between the employee and the employer.
4. Party sends a written notice to the other Party concerning the commencement of conciliation procedures, where the grounds and requirements of the dispute should be specified.
5. The other party is obliged to review the written notification and inform the party in writing about their decision within 10 calendar days upon receipt of the notification.
6. Representatives or the Parties shall make a written decision, which becomes a part of the existing labor agreement.
7. If the agreement has not been reached within 14 calendar days upon receipt of the written notification, or if the party avoids participating in the conciliation procedures, the other party has the right to appeal to the court in accordance with the Georgian legislation.

Article 14. Term of validity of the contract

The contract is valid for 6 (six) month.

Article 15. Other conditions

1. The internal regulations of the University are part of the labor contract and a person confirms by signing the contract that the employer ensured he/she familiarized with the mentioned document before concluding the present agreement. The issues not regulated by this Agreement shall be regulated by the Labor Code of Georgia.
2. The contract is drawn up in two copies having equal legal power. Each copy will be given to each party participating in the contract.

Employer:

LLC "Kutaisi University"
Acting Rector
Lasha Kandelakishvili

Employee:

Tatjana Muravska






Employee