Annex

to Directive No. “\_\_\_” \_\_\_\_,

dated \_\_\_\_\_\_\_\_\_\_

APPROVED

by HSE Academic Council

Minutes No. 2, dated March 03, 2017

**INTERNAL LABOUR REGULATIONS**

**OF NATIONAL RESEARCH UNIVERSITY**

**HIGHER SCHOOL OF ECONOMICS**

**1. GENERAL PROVISIONS**

* 1. The Internal Labour Regulations (hereafter, the “Regulations”) of National Research University Higher School of Economics (hereafter, the “University”, “HSE”, or “Employer”) have been developed in accordance with the Labour Code of the Russian Federation, Federal Law No. 273-FZ, dated December 29, 2012 “On Education in the Russian Federation”, other laws and regulations of the Russian Federation, and the University’s own bylaws.
	2. These Regulations constitute the University’s bylaw, which governs the procedures for staff recruitment and dismissal, basic rights, obligations and responsibilities of the Employer and employees, work schedules, and break/rest periods, as well as incentives for and disciplinary actions against employees and any other matters relating to labour relations.

Furthermore, these Regulations are obligatory for all employees of HSE and its regional campuses.

* 1. In the context of these Regulations, employees shall be understood as individuals employed at HSE.
	2. Employees shall read these Regulations and any amendments thereto and sign them at the University’s Human Resources Office or a similar department at HSE’s regional campuses (hereafter, the “HR Office”) before signing their employment agreement, when they are hired and at any later date during the entire period of their employment.
	3. These Regulations and all changes and amendments thereto are published on HSE’s corporate website (portal). The University’s administration shall also notify HSE employees about any changes and amendments to the present Regulations through the University corporate email system.
	4. These Regulations and any related amendments shall be approved by the University’s Academic Council and come in effect following a directive issued by the HSE Rector.
	5. Annex 1 describes the specifics of the Internal Labour Regulations of HSE’s Nizhny Novgorod campus.

Annex 2 describes the specifics of the Internal Labour Regulations of HSE’s Perm campus.

* 1. In regards to any other matters that are not covered in these Regulations, both employees and the Employer shall be guided by provisions of the Labour Code of the Russian Federation, other laws and regulations of the Russian Federation, and the University’s own bylaws.
1. **PROCEDURE FOR STAFF RECRUITMENT AND DISMISSAL**
	1. Labour relations between employees and the University are based on employment agreements, which shall be concluded both with full-time employees and employees engaged under terms of internal secondary employment while he/she is not engaged in a full-time job. Moreover, labour relations between employees and the University can be based on other grounds, as stipulated by Russian legislation.
	2. When signing an employment agreement, new employees must submit the following documents to the HR Office:

а) a passport or any other identity document;

b) an employment record;

c) a pension insurance certificate;

d) a military service registration card for reservists and persons liable for military service.

* 1. When signing an external secondary employment agreement, new employees must submit the following documents to the HR Office:

а) a passport or any other identity document;

b) information on the nature and conditions of work at his/her principal place of employment (if such an employee is assigned to work under harmful and/or hazardous working conditions).

* 1. If the employee’s job requires special skills or training, a diploma, or a certificate of his/her education and/or qualification, or a certificate of training, shall be submitted to the HR Office.

If an employee has studied and/or received qualification abroad, his/her education and qualification must be officially recognized in the Russian Federation. The University shall thereby recognize the employee’s education and qualification in cases stipulated by Russian legislation, as in accordance with established procedure as per HSE bylaws.

International certificates of education and/ or qualification, which are recognized in the Russian Federation, shall be legalized and translated into Russian, in accordance with established procedure pursuant to Russian legislation, unless otherwise stipulated by international treaties signed by the Russian Federation.

* 1. A certificate of good conduct (clean criminal record), and/ or termination of a criminal prosecution for good reasons, shall be submitted by a newly hired employee to the HR Office, in case he/she is hired to a position requiring a clean criminal record, pursuant to the Labour Code of the Russian Federation and other federal laws.
	2. Along with the documents specified in pp. 2.2 - 2.5 hereof, foreign citizens, as well as persons without citizenship/stateless persons, must submit the following documents to the HR Office, upon starting employment at HSE:
		1. a residence permit (except in cases established by federal laws or international treaties signed by the Russian Federation) - if an employment agreement is concluded with a foreign citizen or a person without citizenship/stateless person, permanently residing in the Russian Federation;
		2. a temporary residence permit (except in cases established by federal laws or international treaties signed by the Russian Federation) - if an employment agreement is concluded with a foreign citizen or a person without citizenship/stateless person, temporarily residing in the Russian Federation;
		3. a work permit or a patent (except in cases established by federal laws or international treaties signed by the Russian Federation) - if an employment agreement is concluded with a foreign citizen or a person without citizenship/stateless person, temporarily residing in the Russian Federation. A work permit can be provided to the employer after an employment agreement is concluded, if said foreign citizen or a person without citizenship/stateless person needs an employment agreement, in order to obtain a work permit;
		4. a private health insurance policy, valid in the territory of the Russian Federation (except in cases when the employer has an agreement signed with a medical organization for the provision of paid medical services to an employee who is a foreign national or a person without citizenship/stateless person, as well as in cases stipulated by federal laws or international treaties signed by the Russian Federation) - if an employment agreement is concluded with a foreign citizen or a person without citizenship/stateless person, who is temporarily residing in the Russian Federation. Such a private health insurance policy, or an agreement concluded by the employer with a medical organization for the provision of paid medical services, must cover primary health care and specialized medical assistance in case of an emergency affecting an employee who is a foreign citizen or a person without citizenship/stateless person.
	3. Upon entering into an employment agreement, foreign citizens or persons without citizenship/stateless persons are not required to submit military registration records (except in cases stipulated by federal laws or international treaties signed by the Russian Federation, and/or decrees of the President and Government of the Russian Federation).
	4. If a person is concluding an employment agreement for the first time, the HR Office shall apply for the issue of an employment record and a state pension insurance certificate pertaining to him/her on the basis of his/her written request. In case an employment record is missing because it was lost, damaged, or missing for any other reason, the HR Office must issue a new employment record to said person on the basis of his/her written request (with the reason provided).
	5. In certain cases specified in the Labour Code of the Russian Federation, other federal laws, decrees of the President of the Russian Federation, or decrees of the Government of the Russian Federation, and as required by the specifics of the job, the HR Office may require that the new employee submit additional documents.
	6. Prior to concluding an employment agreement, persons under the age of 18, as well as other persons in cases stipulated by the Labour Code of the Russian Federation and other federal laws, must undergo a mandatory medical examination.
	7. Pursuant to the University’s internal bylaws, prior to signing an employment agreement, the head of the subdivision to which the employee is assigned shall familiarize him/her with the obligations specified in his/her formal job description, working conditions, work and rest/break schedule, the wage system and payment methods, as well as his/her rights and obligations.
	8. Personal files and record cards must be filled in for all new employees, including researchers and faculty members. New employees shall be familiarized with the University’s bylaws relating to their job assignments, as well as be given an introductory briefing on workplace safety, labour protection and fire safety regulations.
	9. The appointment of new employees shall be enacted by a position-specific directive, which must be signed by the University Rector or another authorized HSE official. The content of said directive must match the conditions/terms of the signed employment agreement.
	10. An HSE directive on employee appointment shall be given to the relevant employee within 3 (three) days after his/her actual starting date of work. Upon the employee’s written request, the HR Office must provide him/her with a duly certified copy of the directive following the procedure and within the time period established by Russian legislation and HSE’s bylaws.
	11. Employment agreements for a faculty position, or an employee’s transfer to such a position, shall be concluded and realized after a competitive selection of applicants (except for cases stipulated by Russian legislation and other employment and labour laws and regulations). Procedures for competitive selections of applicants to faculty positions are established pursuant to Russian legislation and the University’s internal bylaws.
	12. In order to confirm an employee’s qualification for a given faculty position (except for employees under a fixed-term employment agreement), a performance appraisal shall be conducted every 5 (five) years, in accordance with established procedure, pursuant to Russian legislation.

In order to confirm an employee’s qualification for a researcher position (except for researchers under a fixed-term employment agreement), a performance appraisal shall be conducted as stipulated by the University’s bylaws, but no more than once in every 2 (two) years, and at least once in every 5 (five) years. Moreover, performance appraisals of researchers shall be conducted in accordance with established procedure, pursuant to Russian legislation and HSE’s bylaws.

* 1. A employment agreement may specify a probation period of no more than 3 (three) months in order to confirm the employee’s qualifications for the job. For the positions of First Vice-Rector, Vice-Rector, Chief Accountant, Deputy Chief Accountant, and Director of HSE’s regional campuses, the probation period may last up to 6 (six) months.

For employment agreements lasting between 2 (two) and 6 (six) months, the probation period may not exceed 2 (two) weeks.

No probation period shall be applied to persons who have been hired through a competition held in accordance with the procedures set in Russian labour law and other labour-related regulations, with respect to persons under the age of 18 and persons who have been transferred from another employer following an agreement between the employers, or in other cases specified in the Labour Code of the Russian Federation and other federal laws.

* 1. The HR Office shall keep an employment record for each full-time employee who has worked for more than 5 (five) days at the University, in accordance with the laws of the Russian Federation, as well as other labour and employment laws and/or regulations.

Employment records for other staff categories shall be maintained in accordance with established procedure, as pursuant to Russian legislation.

* 1. An employment agreement may be terminated on grounds specified by Russian legislation.

In turn, the employment agreement shall be terminated as per the University’s directive signed by the HSE Rector or an authorized official.

* 1. A faculty member may be dismissed at the Employer’s initiative on the grounds for the downsizing of the University’s staff only at the end of an academic year and subject to related provisions of Russian legislation.
	2. On his/her last working day, the employee shall receive his/her employment record and other official documents, as well as any amounts due and payable shall be paid in full. Upon the employee’s written request, he/she shall be provided with duly certified copies of official employment-related documents.

An entry in the relevant employment record specifying the grounds for the termination of the employment agreement must be in line with the exact wording set forth in the Labour Code of the Russian Federation or other federal laws, and must also refer to the relevant article, paragraph, and clause of the Labour Code of the Russian Federation or other relevant federal laws.

The date of the employee’s dismissal shall be his/her last working day, except in cases when the employee actually did not work, but retained his/her position, pursuant to the Labour Code of the Russian Federation or other federal laws. If said employee is granted an annual paid leave of absence, the date of his/her dismissal shall be the last day of his/her leave.

1. **RIGHTS AND OBLIGATIONS OF EMPLOYEES**
	1. HSE employees have the right to:

а) an employment agreement, which shall be concluded, amended and terminated according to and on grounds provided by the Labour Code of the Russian Federation and other federal laws;

b) the job stipulated in the employment agreement;

c) a workplace that is full compliance with state occupational safety requirements;

d) wages paid in full, on time, and in accordance with the employee’s qualifications, job complexity, and the quantity and quality of the work performed;

e) rest/break after established normal working hours or reduced working hours for some professions and staff categories, weekly non-working days, statutory holidays, and the annual paid leaves;

f) complete and reliable information about labour conditions and occupational safety requirements at the workplace, including rights granted on the basis of laws for the special assessment of work conditions;

g) professional training, retraining and professional development training in accordance with the Labour Code of the Russian Federation, other federal laws and/or the University’s own bylaws;

h) necessary conditions for implementing professional activities at the University;

i) be elected to the University’s government bodies and elect members thereof, pursuant to Russian legislation and HSE’s bylaws;

j) participate in discussions and decision-making with respect to issues relating to the University’s activities;

k) participate in administering the University in the manner specified in the Labour Code of the Russian Federation and the HSE Charter;

l) defend their labour rights, freedoms, and legal interests by application of all means not prohibited by law;

m) make appeals against HSE’s orders and directives, as per the procedures established by Russian legislation;

n) organize and join trade unions;

o) receive compensation for occupational injury and non-pecuniary damages according to procedures stipulated by the Labour Code of the Russian Federation and other federal laws;

p) receive mandatory social insurance in cases stipulated by federal laws;

q) use the University’s libraries, information collections, equipment, office machines, and information resources, provided to employees, including the Internet, email, landline and mobile phone services, as well as the services of social, medical and other units at University that are available to employees, pursuant to HSE’s bylaws and for the purposes relating to the employee’s job;

r) receive social benefits provided to employees by HSE according to established procedures, pursuant to the University’s bylaws;

s) other rights stipulated in the labour legislation of the Russian Federation, HSE’s Charter and bylaws, as well as the employment agreement.

* 1. Furthermore, HSE faculty members have the right to:

a) engage in research work, which is in line with their academic interests, including participation in the University’s research projects, in accordance with established procedure;

b) use technical teaching facilities and equipment, in accordance with established procedure, pursuant to the University’s bylaws;

c) publish reports, articles, monographs, and textbooks at the expense of the University, or by using HSE’s information resources in accordance with its bylaws;

d) determine the contents and form of academic courses, in accordance with educational standards and programmes approved by the University; develop and propose courses not included in individual teaching plans to departments, faculties, and the Curriculum Development Council at HSE; and deliver such courses, provided that they are approved by the relevant department, faculty, the Curriculum Development Council, or a special committee of HSE;

e) select teaching methods and strategies that best meet the individual needs of students, as well as ensure the high-quality of the given educational process;

f) propose new methodologies, academic courses, concentrations, Master’s programmes, textbooks and study materials, and methods for assessing student knowledge and achievements in delivered courses, as well as evaluate such knowledge and achievements according to prescribed procedures;

g) determine the methods and means for interacting with students, including talented learners;

h) engage teaching assistants, in accordance with established procedure, pursuant to the University’s bylaws;

i) determine areas and methods of research and development, including projects funded by grants;

j) discuss topics and results of research and development work, including projects funded by grants, with HSE staff and (doctoral) students;

k) use advanced scientific and technical knowledge and expertise for the most effective implementation of research and development work, including projects that are funded by grants;

l) take part in the University’s educational processes; propose new methodologies, courses, textbooks, and teaching aids, along with forms for control and assessment of student skills and progress, in accordance with established procedure, pursuant to the University’s bylaws;

m) take part in HSE’s expert and analytical work, in accordance with established procedure, pursuant to the University’s bylaws;

n) receive long-term/sabbatical leaves as stipulated by Russian legislation and the University’s internal bylaws;

o) organize and conduct research and teaching seminars, provided the University can ensure the necessary conditions for hosting such events;

p) complete research and teaching assignments at leading higher education institutions and research organizations, including international institutions, in accordance with established procedure, pursuant to the University’s bylaws;

r) use the University’s libraries and classrooms for education purposes;

s) other rights, as stipulated by Russian legislation, the University’s Charter and relevant bylaws, as well as the given employment agreement.

* 1. The University’s employees must:

а) observe the laws of the Russian Federation, the HSE Charter, these Regulations, and other internal University bylaws;

b) respect legal, moral and ethical norms; abide by the rules of teaching, professional, and academic ethics; and respect the honour and dignity of the University’s students, staff and other participants of the educational process;

c) refrain from actions and/or statements expressing political, ideological, racial, ethnic or religious hatred or antagonism, or hatred or antagonism with respect to any social group, including actions and/or statements that may discriminate on the basis of sex, race, skin colour, ethnicity, language, origin, financial, family, social or professional position, age, place of residence, religion, political views, or membership or non-membership in civil associations;

d) refrain from engaging in political activities at the University;

e) scrupulously fulfil their professional obligations as specified in their employment agreement, and observe labour discipline, occupational safety and health, occupational hygiene, and fire safety requirements, as set forth in Russian legislation and HSE’s own bylaws;

f) execute the orders and directives of the University’s governing/administrative bodies;

g) duly follow orders and directives of the head of their subdivision and/or direct supervisor, in accordance with established procedures, pursuant to the University’s bylaws and the employment agreement;

h) observe working hours, including opening and closing hours, as established by these Regulations, shift schedules, other bylaws, and the employment agreement;

i) keep the workplace and equipment clean and in working condition, as well as observe established procedures for storing documents and valuables;

j) treat with due care the property of the University (including the property of third parties that is in the possession of the Employer, if the latter is liable for the safety of said property) and other employees, carry out reimbursements for inflicted damage at the appropriate rate and according to procedures established by the Russian legislation, as well as refrain from damaging the property and wilfully defacing HSE’s buildings and rooms;

k) notify the HR Office, upon any change of last name, first name, patronymic/middle name, address of registration and/or actual residence address, mailing address, or upon replacing a passport, and/or changing other personal data, that must be provided to the employer pursuant to Russian legislation, or has been provided to the University by the employee in writing within 3 (three) days of such changes, in order to ensure the protection of rights of employees as personal data subjects, as well as to guarantee the processing of compete and reliable (i.e., accurate, sufficient and relevant) personal data, in order to maintain staff records at HSE and ensure proper updates of staff and military records, so as to ensure accurate and timely settlements with employees, as well as comply with the requirements of current legislation, including the principles for personal data processing;

l) upon receipt of a notification from the HR Office (e.g., by mail, corporate e-mail, SMS, etc.), visit the HR Office, in the time specified in the notification, so as to familiarize oneself with any relevant documents;

m) refrain from disclosing any information protected by law (e.g., state, commercial, work-related and other secrets), of which they have become aware on a need-to-know basis in the course of performing their duties; refrain from disclosing any personal data of other employees and students; protect the personal data of other employees that was received in the course of performing their duties, from unauthorized use or loss;

n) carry an identity document and an electronic ID badge (if issued) when entering the University and/or being on University premises and treat the ID badge (if issued) with due care;

o) refrain from disseminating any information that may damage the reputation of the University and staff, among other things, in mass media;

p) avoid using the University’s name, insignia, trademarks and other designations without permission of HSE’s authorized bodies (officers), among other things, for commercial and/or political purposes;

r) refrain from speaking in public or make declarations in the name of the HSE (or its faculty, institute or any other University subdivision) without the express permission of the University’s authorized bodies (officers), in accordance with established procedure, pursuant to HSE’s bylaws;

s) make sure that all documents submitted to the University are authentic;

t) refrain from disturbing the public order, including foul language used in public places and/or published on information and telecommunication networks;

u) avoid any influence of personal, property (financial) or other interests in the course of performing one’s duties;

v) inform the Employer whenever they are approached by a person persuading them to commit corrupt offences in the course of their duties;

w) show tolerance and respect for the customs and traditions of ethnic groups in Russia and other countries, as well as take into account cultural and other particularities of different ethnic and social groups and religions and promote ethnic and religious harmony;

x) (during their period of employment) undergo regular medical examination and other mandatory medical examinations, as well as extraordinary medical examinations upon the Employer’s recommendation, as per the cases stipulated by the Labour Code of the Russian Federation and other federal laws;

y) perform other obligations as stipulated by Russian legislation, the University’s Charter and bylaws, and the given employment agreement.

* 1. Furthermore, faculty members must:

а) perform teaching and planning duties according to an approved individual teaching plan, comply with class and tutorial timeframes as defined in the timetable, and mandatory office hours as established in the University’s bylaws;

b) develop teaching and learning materials for a course(s) taught in accordance with an individual teaching plan so as to enhance the educational process and improve the quality of teaching (e.g., developing course syllabi and promptly submitting them for approval in the established format, pursuant to the University’s bylaws);

c) engage in research and development projects, pursuant to the University’s bylaws; take part in the preparation of reports based on the research and development results, keep up with modern research and methodological achievements in their field of research and teaching;

d) scrupulously perform teaching, planning, research, administrative, and other activities, as specified in the employment agreement;

e) supervise research conducted by the University’s undergraduate and graduate students according to approved individual teaching plans; incorporate their research results into the educational process; and discuss and publish the results;

f) satisfy the criteria for assessing the publication activities of HSE researchers and comply with the requirements for publications (for researchers);

g) participate in the University’s projects as an expert analyst, in accordance with established procedure, pursuant to HSE’s bylaws;

h) as per established procedure, perform administrative work (e.g., participate in the work/activities of the University’s collective governing/administrative bodies) and other types of administrative work in the interests of HSE defined as such by its subdivisions, as well as engage in PR and public awareness activities;

i) submit reports on teaching, research and administrative performance to their subdivision head, in accordance with established procedure, pursuant to the University’s bylaws;

j) promptly submit accurate information for publication on HSE’s corporate website (portal), regularly update their personal webpages on the corporate website (portal), and post syllabuses of taught courses in full pursuant to HSE’s bylaws;

k) provide consultations to HSE students, researchers and teachers who may approach them about issues relating to the faculty member’s areas of expertise; provide information and assistance in the search of required experts;

l) be objective and arduous when assessing the knowledge, skills and abilities of students, as well as uncover and tackle plagiarism in student papers in the course of ongoing, interim and final assessments;

m) ensure excellence in teaching and educational activities and cultivate professional qualifications in one respective field while cultivating a civic-minded attitude in students;

n) continually improve their professional and teaching expertise and participate in advanced training programmes in accordance with the employment agreement and the University’s bylaws;

o) participate in research, curriculum development and professional orientation events at the University and also at events relating to student admissions and raising awareness about HSE;

p) refrain from violating intellectual rights (e.g., copyright and related rights, inventors’ rights, patents, etc.), including plagiarism, as well as uncover and prevent violations of intellectual rights (e.g., copyright and related rights, inventors’ rights, patents, etc.), including plagiarism by the University’s students and employees;

r) act to enhance the University’s reputation, including:

* mentioning the employee’s affiliation with HSE (i.e., give acknowledgement to HSE) during public presentations (written or oral) at international events related to the his/her research activities (in exceptional cases, as per the Employer’s decision, faculty members hired on terms of external secondary employment may be released from obligation to specify their affiliation with the University, as provided for in the employment agreement with such employees);
* specify their affiliation with the University in publications of monographs, articles and other professional research papers, in accordance with the employment agreement and HSE’s bylaws and the employment agreement;
* if an employee’s public presentations address controversial issues that cause significant discord in society and go beyond the objective statement of the results of his/her professional activity, refrain from using the name of the University, as well as warn interviewers and other reporters that references to HSE are undesirable;

s) refrain from applying corrective measures involving physical and/or psychological violence against students (even on a single occasion) and other unacceptable behaviour that is not compatible with the furtherance of research and teaching work;

t) respect ethical norms and abide by rules for teaching, professional behaviour, and academic ethics;

u) respect the honour and dignity of University’s students and employees, as well as other participants in the educational process;

v) refrain from using the educational process for the purposes of political propaganda, thereby compelling students to endorse or abandon political, religious or other views, encouraging social, racial, ethnic or religious strife, upholding the exclusivity, superiority or inferiority of citizens on the basis of social, racial, ethnic, religious or linguistic identity or religious views (i.e., by giving students unreliable information about the historical, ethnic, religious and cultural traditions of ethnic groups), and provoking students to commit actions that would be in violation of the Constitution of the Russian Federation;

w) carry out other obligations as specified in the Labour Code of the Russian Federation, the University’s Charter and its internal bylaws.

* 1. A list of professional duties that must be performed by each employee in his/her position, field, and profession shall be stipulated by a formal job description, which is compiled in accordance with the United Wage and Qualifications Handbook for the Jobs and Professions of Workers, the United Qualifications Handbook for the Positions of Managers, Specialists and Employees, the given employment agreement and the University’s own bylaws.
	2. Upon termination of an employment agreement, the employee shall return any materials, equipment, electronic ID badge, access codes to the electronic digital signature, and seal, as well as any other property and documentation remaining in his/her possession and belonging to the University.
1. **RIGHTS AND OBLIGATIONS OF THE EMPLOYER**
	1. The Employer is entitled to:

а) conclude, modify and terminate employment agreements as per the conditions and according to the procedures established by the Labour Code of the Russian Federation and other federal laws;

b) reward employees for diligent and efficient work;

c) require that employees diligently perform their professional duties and maintain HSE’s property (including the property of third parties if the University is liable for the safety of such property), as well as the property of other employees with due care, and observe these Regulations;

d) take disciplinary actions against employees and make employees financially liable, according to the procedures established by the Labour Code of the Russian Federation and other federal laws;

e) adopt and approve bylaws, in accordance with established procedure, pursuant to Russian legislation and HSE’s internal bylaws.

* 1. The Employer shall:

а) observe labour legislation, other labour-related regulations, and the University’s bylaws, as well as the terms and conditions of employment agreements concluded with HSE employees;

b) provide employees with the work stipulated in their employment agreements;

c) ensure workplace safety and make sure that labour conditions meet state occupational safety requirements;

d) provide employees with office machines, accessories, equipment, tools, technical documentation and other necessary items for the performance of their professional duties;

e) continually improve the wage and incentive system, provide material incentives to employees for their contributions to their overall work results, and assure that existing wage conditions are maintained;

f) pay wages to employees in full and in due time, as per established procedure, pursuant to these Regulations;

g) promote and improve labour discipline, reduce loss of working time, ensure the rational use of human resources, and strive to develop a stable team of employees;

h) promptly consider employees’ recommendations and ideas for improving the University’s operations;

i) create the conditions necessary for improving specialist training in order to account for the demands of modern industry, science and technology, as well as organize the development and implementation of progressive training methods;

j) respect occupational safety requirements, improve working conditions, provide appropriate equipment for all workplaces, and create working conditions that meet occupational safety requirements (e.g., safety and health requirements, sanitary norms, etc.);

k) continually monitor employees’ awareness and observance of instructions on occupational safety and health, labour hygiene, and fire safety;

l) provide regular professional development training to employees so as to enhance their expertise, as pursuant to Russian legislation and HSE’s internal bylaws;

m) ensure the protection of the personal data of employees;

n) take necessary measures with the aim of preventing accidents at work, occupational and other illnesses of employees in those cases covered by legislation, as well as provide due benefits and compensations in connection with harmful and/or hazardous working conditions (e.g., reduced working day, additional leaves, healthy and dietary therapeutic nutrition, etc.), pursuant to Russian legislation;

o) pay attention to needs and requirements of employees, seek to improve their housing conditions and welfare to the possible extent, take care of repairs and maintenance of educational buildings, clubs, recreational and sports facilities, and public catering facilities;

p) perform other obligations as stipulated by Russian legislation, the University’s Charter, and its internal bylaws, as well as employment agreements.

1. **MODE OF WORK, WORKING AND REST HOURS**
	1. The University is open from 8.00am to 11.00pm.
	2. HSE employees shall normally work 40 hours per week during 5 (five) workdays and shall have 2 (two) days off on the weekend (Saturday and Sunday).

The workday normally lasts 8 hours 00 minutes.

The workday is from 9.30am to 6.00pm.

The duration of an employee’s break for a rest and meal is 30 minutes, from 1.30pm to 2.00pm.

Working hours for certain subdivisions and groups of employees (by occupations and professions) shall be established pursuant to Annex 3 hereto, with due consideration of specific tasks and functions performed by their staff.

In case an employee’s working hours differ from the University’s general rules, his/her mode of work shall be established as per the relevant employment agreement.

* 1. The following working hours are established for car drivers:

40 hours per week during 5 (five) workdays and 2 (two) days off on the weekend (Saturday and Sunday).

The workday normally lasts 8 hours 00 minutes.

The workday is normally from 9.30am to 6.00pm.

The duration of a break for rest and meal is 30 minutes, from 1.30pm to 2.00pm.

Furthermore, the scope and duration of preparatory and closing work/activities performed by car drivers before departure and upon arrival are established as per Annex 9 hereto.

The duration of the medical examinations of car drivers before departure and upon arrival, as well as time on the way to the place of the medical examination and back to the driver’s workplace, is established as per Annex 9 hereto.

* 1. HSE faculty members have shorter working hours:

a) 36 (thirty six) hours per week during 6 (six) workdays with 1 (one) day off (Sunday).

The start and end of the workday, as well as breaks for rest and meals provided to faculty members, are established per HSE’s bylaws, as pursuant to the class’s timetable. The duration of a break for a rest and a meal is 30 minutes.

* 1. Working and rest hours for faculty members shall be established, taking into consideration the following:

- the duration of working hours or standard wage rates established for faculty members, as pursuant to Russian legislation;

- the time required for performing other job duties stipulated for positions in respective qualification requirements, including awareness raising, individual work with students, scientific, research and creative activities, as well as other types of educational activities set forth in job descriptions and/or individual teaching plans (e.g., methodological, preparatory and organizational work, diagnostics, monitoring, etc.), as well as plans for raising awareness, promoting sports, fitness and healthy life styles and enhancing creativity among students;

- the time required for performing supplementary duties for an additional fee by faculty members and other employees in line with respective arrangements between the parties to the employment agreement.

Faculty members must engage in teaching, scientific, organizational and methodological activities, as stipulated in their employment agreements and individual plans for academic and methodological activities for up to 36 hours per working week.

* 1. Faculty members shall engage in teaching activities in accordance with class timetables. Furthermore, they shall be assigned office/consultation days and/or hours in accordance with the University’s internal bylaws.

Employees may perform their scientific, research, organizational and methodological assignments both inside and outside of HSE’s premises, as prescribed by the University’s internal bylaws, as well as directives from the heads of respective subdivisions.

* 1. The heads of HSE subdivisions are responsible for monitoring whether faculty members are in compliance with class timetables, schedules for office/consultation days and/or hours, as well as their individual plans for academic and methodological activities.
	2. Work and rest time for faculty members employed at the HSE Lyceum shall be established by the University’s bylaws in line with labour regulations and other labour-related legislation.
	3. Faculty members working at the HSE Lyceum are responsible for keeping class journals and grade books, as well as for making records about home assignments, student attendance and academic progress. All these documents shall be completed electronically on the same day when the class was held as per the approved timetable. Maintaining class journals and grade books shall be regarded as additional (non-specified) teaching work, which is determined in line with the established job duties for respective positions.

All other matters with respect to maintaining class journals and grade books for students of the HSE Lyceum shall be set forth in the University’s internal bylaws.

* 1. All faculty members working at the HSE Lyceum must provide methodological and diagnostic support to students’ parents (legal guardians) at least once a month as requested by their parents (legal guardians).

Additionally, teachers of HSE Lyceum shall offer advisory support to students’ parents (legal guardians) via parent-teacher conferences held at least twice a year.

* 1. For all other matters related to the preparation and administration of methodological, diagnostic and advisory support provided to students’ parents (legal guardians), employees and faculty members of the HSE Lyceum shall refer to the University’s internal bylaws.
	2. Should certain labour conditions make it impossible to comply with the daily/weekly working hours established for a given category of employees, all actual working hours within a given reporting period may be aggregated so as to ensure that employees do not have any working hours in excess of their standard working load during that period. Aggregate hours calculated for a given reporting period may be used throughout HSE or by individual subdivisions and/or applied to specific categories of employees/work activities.

The aggregate hours system shall be enacted by a directive signed by the HSE Rector or another authorized official. Employees shall be familiarized with such a directive and shall put their signature to acknowledge their consent thereto.

The work schedule for a given period (e.g., one year, one month, etc.) shall be approved by the Employer and forwarded to all employees concerned at least 2 (two) weeks before the schedule becomes effective. Furthermore, employees must sign an acknowledgement form thereof. Such work schedules shall be drawn up with due consideration of the fact that weekly rest time may not be less than 42 hours in a row.

* 1. Working hours for a day/shift preceding a public holiday must be reduced by 1 (one) hour. For specific works, where the working hours for a day/shift preceding a public holiday may not be altered, overtime hours shall be compensated through assigning additional rest time or through financial reimbursement payable in line with the standard fees established for overtime.
	2. Individual employees may be subject to irregular working hours. Irregular working hours refer to a special working regime, whereby employees may occasionally be called to perform their job duties and functions beyond normal working hours upon the Employer’s request.

A list of staff positions with irregular working hours, as well as the duration of additional annual paid leave provided to such employees, shall be fixed in Annex 4 hereto.

* 1. Upon agreement between the employee and the University, as well as in cases stipulated by Russian legislation, he/she may work reduced working days (shifts) or reduced working weeks, or have flexible working hours.
	2. Employees may be asked to work overtime on workdays, weekends and public holidays according to procedures specified in Russian legislation.
	3. HSE employees shall be entitled to annual paid leave coming to 28 (twenty-eight) calendar days.
	4. Certain categories of HSE employees may be entitled to annual paid leave in excess of 28 calendar days (prolonged paid leave) pursuant to the Labour Code of the Russian Federation, as well as other federal laws, labour-related legal regulations, and HSE’s own internal bylaws.
	5. HSE faculty members and other employees are eligible for a 56-day prolonged annual paid leave in accordance with Russian legislation and the University’s internal bylaws.
	6. Faculty members may also take an extended leave of absence for up to 1 (one) year following each 10 years of uninterrupted instruction. The conditions and procedures for granting extended leaves of absence are established as per the procedures proposed by the given federal executive authority in charge of educational policy-making and legal regulation.
	7. Employees may be entitled to other leaves, pursuant to the Russian legislation and/or the University’s internal bylaws.
	8. Annual paid leaves shall be granted to employees each year according to the schedule of annual paid leaves, as approved by HSE.
	9. The schedule of annual paid leaves is approved by HSE’s Rector or another authorized official no later than 2 (two) weeks before the start of the calendar year.
	10. Due to family circumstances and/or other valid reasons, and upon filing a written request, employees may be granted unpaid leave of absence. The duration of such a leave must be mutually agreed upon by the employee and the Employer.
	11. Any other matters relating to working hours, breaks and leaves, which are not covered in these Regulations, shall be governed by Russian legislation. Should an employee’s working hours and rest time be different from the standard rules established herein, this must be specified in his/her employment agreement.
1. **APPLICABLE INCENTIVES**

6.1. HSE employees are eligible for the following awards and rewards for outstanding performance, professional achievements, ongoing faultless work, innovations and other accomplishments:

a) HSE Gold Honour Award;

b) HSE Letter of Commendation;

c) a bonus payment;

d) other types of rewards as per the University’s bylaws.

6.2. Several incentives may be present simultaneously.

6.3. The procedures and conditions for granting awards are determined as per the University’s bylaws.

6.4. HSE employees may be nominated for national and industry awards (orders, medals, diplomas of merit, lapel badges, honorary titles, etc.) for special service to society and to the state.

1. **APPLICABLE DISCIPLINARY ACTIONS AND PENALTIES**

7.1. HSE employees shall be liable for any disciplinary offences (e.g., non-fulfilment or improper fulfilment of their obligations as per their own fault) as spelled out by Russian legislation.

7.2. The Employer shall be entitled to apply the following disciplinary actions:

a) admonition;

b) reprimand;

c) dismissal, based on relevant grounds stipulated by the Labour Code of the Russian Federation.

7.3. Only 1 (one) disciplinary action can be applied for each disciplinary offence. However, should a disciplinary offence involve property damages incurred by the Employer, the employee may be subject to financial liabilities in line with Russian legislation and HSE’s internal bylaws.

7.4. Before a disciplinary action is applied, the employee who has committed a violation shall be requested to provide written explanations. A request for written explanations must be drawn up by his/her direct supervisor on the basis of a template presented in Annex 5 hereto. The employee’s failure to submit written explanations shall not be regarded as a disciplinary offence, but it shall not prevent the Employer from taking required disciplinary actions. Should the employee fail to submit written explanations within 2 (two) working days, or should he/she refuse to do so, the Employer shall draw up a statement to that effect on the basis of the templates presented in Annexes 6 and 7 to these Regulations.

7.5. The employee’s direct supervisor who uncovered the violation committed by the employee shall prepare an official memorandum on the basis of written explanations presented by the employee (statement on failure/refusal to submit written explanations), which shall subsequently be forwarded to the University’s official in charge of coordination of the respective subdivision as per the official distribution of authorities established by HSE.

The official memorandum shall include:

* details of the disciplinary offence committed by the employee (including its date, time, place, context, nature, which job duties were not performed/unduly performed),
* the gravity of the disciplinary offence committed by the employee, whether it was intentional or unintentional
* consequences of the disciplinary offence committed by the employee, connections between the offence and its consequences,
* suggested disciplinary actions.

The official memorandum shall be accompanied by supporting documents confirming the occurrence of a disciplinary offence (including explanations/official memorandums of eyewitnesses).

7.6. The disciplinary action shall be enacted by a directive signed by the Rector or another authorized official. The directive on applying disciplinary measures shall be presented to the employee within 3 (three) working days from its date of issue, excluding the time when the employee is out of office. The employee must sign the directive to acknowledge that he/she is aware of disciplinary measures to be applied. If the employee refuses to sign such document, a corresponding statement shall be drawn up (based on the template presented in Annex 8 to hereto).

7.7. Disciplinary measures may be imposed no later than within 1 (one) month from the date when the disciplinary offence was uncovered, excluding the time spent by the employee on his/her sick leave/leave of absence. The date when the disciplinary offence was uncovered is the date when the employee’s direct supervisor became aware of such violation.

7.8. Disciplinary actions may not be taken upon expiration of 6 (six) months from the date when the disciplinary offence was committed or 2 (two) years following an audit/review of financial and business operations. These timeframes do not include the time required for criminal proceedings.

7.9. If within a year after the application of the disciplinary measure, the employee is not subject to other disciplinary measures, the disciplinary measure shall be considered lifted.

7.10. Upon the initiative of HSE’s Rector or another authorized official, an employee’s request, or the petition of his/her direct supervisor, the disciplinary measure may be lifted before the expiration of the one-year period.

7.11. During the effective period of the selected disciplinary measures, the employee shall not be entitled to rewards and incentives specified in Section 6 hereof. In certain cases he/she shall also not be eligible for financial incentives as per the University’s internal bylaws.

1. **RESPONSIBILITIES OF EMPLOYEES AND THE EMPLOYER**

8.1. If any damage is caused by either party of the Employment Agreement (i.e., the Employer or the employee) to the other hereof, such party shall reimburse said damage, in accordance with the Labour Code of the Russian Federation and other relevant federal laws.

8.2. The financial liability of the parties hereof may be described in the Employment Agreement and/or other written agreements attached hereto.

8.3. If the Employment Agreement is terminated after any damage is caused, the parties to the Employment Agreement shall not be released from their financial liability, as stipulated by the Labour Code of the Russian Federation or other federal laws.

8.4. The Employer or employee shall bear financial liability for any damage caused to the other party hereof as a result of their unlawful conduct (i.e., any action or omission thereof), unless otherwise provided for by the Labour Code of the Russian Federation or other federal laws. Each party to the Employment Agreement shall be required to prove the size and extent of the damage inflicted.

8.5. HSE and its employees shall bear responsibility for non-fulfilment or improper fulfilment of their obligations, as well as for any violation of the requirements of the Labour Code of the Russian Federation and other labour-related legislation, as pursuant to the Labour Code of the Russian Federation and other federal laws.

1. **WAGES**

9.1. The wages of University employees are fixed in their employment agreements in accordance with Russian labour legislation, other labour-related regulations, and HSE’s own bylaws.

9.2. Wages shall be paid to employees twice a month:

* the first portion shall be payable on the 25th day of the current month; and
* the balance for the previous month - on the 10th day of the following month.

9.3. Wages are transferred to the employee’s account in a bank, which has signed an agreement with the University, or to the employee’s bank account, which the employee has specified in his/her application.

1. **ORDER IN UNIVERSITY BUILDINGS**

10.1. The University shall ensure security in its buildings and keep them in good technical condition in order to enable the normal operation of all HSE divisions and guarantee the safety of equipment and other property used in educational, research, and economic activities.

10.2. The administrative directors of HSE buildings (or deputy directors of HSE regional campuses) shall be responsible for anti-terrorist security, fire safety and good sanitary conditions of the University’s buildings, as well as the safety of the property.

10.3. Administrative directors of each building (or deputy directors of HSE’s regional campuses) shall be responsible for comfort and amenities (e.g., furniture and educational equipment in good condition, normal temperature and lighting, etc.) in the University’s classroom facilities.

Administrative directors of each building are responsible for equipment permanently that is installed in the University’s classrooms. Furthermore, the heads of respective departments and laboratories shall be responsible for keeping the equipment of the University’s classroom facilities in good condition. Employees authorized by the deans of faculties and heads of schools and departments, as well as by managers of territorial centralized control desks, are responsible for the maintenance and good condition of portable equipment provided for conducting educational or scientific events, as well as monitoring the integrity of equipment used in computer classes.

10.4. While HSE’s premises, students must comply with the generally accepted rules of conduct in public places.

10.5. Employees may not:

a) stay indoors in outwear and headwear;

b) leave clothes and personal belongings outside the cloakroom and other places allocated for their storage;

c) smoke in non-designated areas;

d) enter or stay in buildings in a state of alcohol, drug or substance intoxication;

e) take property, objects or materials belonging to the University out of buildings or bring bulky items into buildings without the prior permission of HSE’s administration;

f) post ads outside specially allocated areas without the prior permission of HSE’s administration;

g) use any equipment, software, valuables and information telecommunication networks, as well as other means of communication, allocated by the University to employees for work purposes, for personal ends;

h) illegally consume, purchase, store, transport, manufacture, distribute and process drugs and psychotropic substances, as well as their antecedents or analogues.

10.6. The Rector, First Vice Rectors, Vice Presidents, Vice Rectors and area directors of HSE shall establish visiting hours so as to handle the personal issues of students and employees.

Faculty deans, department heads, their deputies, and faculty study offices shall establish visiting hours for faculty members and students in accordance with the given faculty/subdivision’s opening hours.

The heads of HSE’s subdivisions shall establish visiting hours for students and employees in accordance with their subdivision’s opening hours.

**Annex 1**

to Internal Labour Regulations of National Research University Higher School of Economics

**Special Regime for Working and Rest Hours**

**at the HSE Nizhny Novgorod campus**

1. HSE Nizhny Novgorod campus hours: from 7.30am to 9.30pm.

2. Employees of the HSE Nizhny Novgorod campus, except faculty members[[1]](#footnote-1), shall normally work 40 hours per week during 5 (five) workdays and have 2 (two) days off on the weekend (Saturday and Sunday).

The workday is from 8.30am to 5.00pm.

The duration of a break for rest and a meal is 30 minutes, from 12.00 to 1.00pm.

**Annex 2**

to Internal Labour Regulations of National Research University Higher School of Economics

**Special Regime for Working and Rest Hours**

**at the HSE Perm campus**

1. HSE Perm campus is open from 8.00am to 10.00pm.
2. Employees of the HSE Perm campus, except for faculty members[[2]](#footnote-2), shall normally work 40 hours per week during 5 (five) workdays and shall have 2 (two) days off on the weekend (Saturday and Sunday).
	1. The workday is from 9.30am to 6.00pm.
	2. The duration of a break for a rest and a meal is from 12.00pm to 12.30pm.
3. Work hours of caretakers (janitors) at the HSE Perm campus shall be established pursuant to their work (shift) schedules, as per the campus director’s order. The base period for this category of employees is equal to a one-year calendar period. Employees shall be familiarized with their respective work (shift) schedules and must give their signature in order to acknowledge their consent thereto no later than in a month before the respective schedules come in effect. Salaries of caretakers (janitors) are based on a hourly tariff rate, which is fixed as per the campus director’s order. Caretakers (janitors) shall be entitled to a 20% increase of their remuneration for each hour of work at night (from 10.00pm to 6.00am).

**Annex 3**

to Internal Labour Regulations of National Research University Higher School of Economics

**Working Regimes Established for Individual Subdivisions and**

**Employee Groups by Job Positions (Professions and Occupations). Work Schedules.**

| **No.** | **Subdivision** | **Position** | **Work mode** | **Daily working hours** | **Opening hours** | **Closing hours** | **Total duration of a break for rest and meals** | **Break for rest and meals** | **Note** |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 1. | Library. Service Desk and Book Depository | Unit Head;Senior Librarian;Chief Librarian;Category 2 Librarian; Category 1 Librarian;LibrarianAdministrator  | Regime No.1 | Monday - Friday – 6 hours 12 minutes;Saturday – 5 hours 00 minutes. | Monday - Friday – 10.00am; Saturday – 10.00am. | Monday-Friday –4:42pm; Saturday –3:30pm.  | 30 minutes | 1.00pm-1.30pm  |  |
| Regime No.2 | Monday - Friday – 6 hours 12 minutes;Saturday – 5 hours 00 minutes. | Monday - Friday – 14.18; Saturday – 12.30pm. | Monday - Friday – 9.00pm; Saturday – 6.00pm. | 30 minutes | 4.00pm-4.30pm |  |
| Regime No.3 | Monday - Friday – 6 hours 12 minutes;Saturday – 5 hours 00 minutes. | Monday - Friday – 9.00am; Saturday – 9.00am. | Monday - Friday – 3.42pm; Saturday – 2.30pm. | 30 minutes | 1.00pm-1.30pm  |  |
| Regime No.4 | Monday - Friday – 6 hours 12 minutes;Saturday – 5 hours 00 minutes. | Monday - Friday – 12.00pm; Saturday – 10.00am. | Monday-Friday -6:42pm; Saturday –3:30pm.  | 30 minutes | 4.00pm-4.30pm  |  |
| Regime No.5 | Monday - Friday – 7 hours 12 minutes;Saturday – 5 hours 00 minutes. | Monday - Friday – 9.30am; Saturday – 9.30am. | Monday - Friday – 5.00pm; Saturday – 3.00pm. | 30 minutes | 1.00pm-1.30pm  |  |
| Regime No.6 | Monday - Friday – 7 hours 12 minutes;Saturday – 5 hours 00 minutes. | Monday - Friday – 12.30pm; Saturday – 12.30pm. | Monday - Friday – 8.00pm; Saturday – 6.00pm. | 30 minutes | 4.00pm-4.30pm  |  |
| Regime No.7 | Monday - Friday – 6 hours 12 minutes;Saturday – 5 hours 00 minutes. | Monday - Friday – 8.30am; Saturday – 8.30am. | Monday - Friday – 3.12pm; Saturday – 2.00pm. | 30 minutes | 1.00pm-1.30pm  |  |
| Regime No.8 | Monday - Friday – 6 hours 12 minutes;Saturday – 5 hours 00 minutes. | Monday - Friday – 10.18am; Saturday – 10.18am. | Monday - Friday – 5.00pm; Saturday – 3.00pm. | 30 minutes | 1.00pm-1.30pm  |  |
| 2 | Security Office. Security and Operations Office. Access Control Desk. | Administrator at Access Control Desk | Regime No.9 | Monday - Friday – 7 hours 00 minutes;Saturday – 5 hours 00 minutes. | 9.00am | Monday - Friday – 5.00pm; Saturday – 3.00pm; | 60 minutes | 1.00pm-2.00pm |  |
| 3 | Security Office. Fire Safety Office. Unit for Fire Preventive Operations. | Fire Safety Instructor | Regime No.10 | As per the established schedule | 8.00am | 8.00pm | 120 minutes | 12.00pm- 1.00pm; 12.00am- 1.00am | Total working hours\*.Base period - 1 year. |
| 4 | Office for Dormitory, Guesthouse and Recreation Centre Management. Office for Dormitory Operations Support. Dormitory No.3  | Dormitory Administrator | Regime No.11 | As per the established schedule | 8.00am | 8.00pm | 60 minutes | 1.30pm-2.00pm; 8.00pm-8.30pm | Total working hours\*.Base period - 1 year. |
| 5 | Office for Dormitory, Guesthouse and Recreation Centre Management. Office for Dormitory Operations Support. Dormitory No.2 | Dormitory Administrator |
| 6 | Office for Dormitories Operations and Maintenance. Administrative and Educational Building Operation and Maintenance Office “Myasnitsky”. Maintenance Support Unit | Building General Maintenance Worker |
| 7 | Office for Dormitory, Guesthouse and Recreation Centre Management. Faculty Guest House  | Cleaner | Regime No.12 | As per the established schedule | 8.30am | 8.30pm | 60 minutes | 1.30pm-2.00pm; 8.00pm-8.30pm | Total working hours\*.Base period - 1 year. |
| 8 | Office for Dormitory, Guesthouse and Recreation Centre Management. Faculty Guest House  | Administrator |
| 9. | Office for Dormitory, Guesthouse and Recreation Centre Management. Office for Dormitory Operations Support. Dubky Dormitory Complex | Dormitory Administrator |
| 10 | Office for Dormitory, Guesthouse and Recreation Centre Management. Office for Dormitory Operations Support. Dormitory No.4 | Dormitory Administrator | Regime No.13 | As per the established schedule | 9.00am | 9.00pm | 60 minutes | 1.30pm-2.00pm; 8.00pm-8.30pm | Total working hours\*.Base period - 1 year.. |
| 11 | Office for Dormitory, Guesthouse and Recreation Centre Management. Office for Dormitory Operations Support. Dormitory No.6 | Dormitory Administrator |
| 12. | Office for Dormitory, Guesthouse and Recreation Centre Management. Office for Dormitory Operations Support. Dormitory No.8 | Dormitory Administrator |
| 13 | Office for Dormitory, Guesthouse and Recreation Centre Management. Office for Dormitory Operations Support. Dormitory No.10 | Dormitory Administrator |
| 14. | Office for Dormitory, Guesthouse and Recreation Centre Management. Office for Dormitory Operations Support. Dormitory No.1 | Senior Dormitory Administrator |
| 15. | Office for Dormitory, Guesthouse and Recreation Centre Management. Office for Dormitory Operations Support. Dormitory No.5 | Dormitory Administrator |
| 16 | Office for Dormitory, Guesthouse and Recreation Centre Management. Office for Dormitory Operations Support. Dormitory No.1 | Dormitory Administrator |
| 17 | Office for Dormitory, Guesthouse and Recreation Centre Management. Voronovo Training Centre  | Administrator |
| 18 | Office for Dormitory Operation and Maintenance. Dormitory No.2. Operation and Maintenance Unit | Plumber |
| 19 | Office for Dormitory, Guesthouse and Recreation Centre Management. Faculty Guest House  | Cleaner | Regime No.14 | 11 hours 30 minutes | 9.00am | 9.00pm | 30 minutes | 1.30pm-2.00pm | Total working hours\*.Base period - 1 year. |
| 20 | Office for Building Maintenance and Ongoing Renovation. Administrative and Educational Building Operation and Maintenance Office No.4. Maintenance Support Unit | Building General Maintenance Worker | Regime No.15 | Monday - Friday – 7 hours 00 minutes;Saturday – 5 hours 00 minutes. | Monday - Friday – 9.00am; Saturday – 9.00am;Monday - Friday – 9.00am; Saturday – 09.00am.. | Monday - Friday – 5.00pm; Saturday – 3.00pm. | 60 minutes | Monday - Friday:1.00pm-2.00pm;Saturday:12.00pm-1.00pm.. |  |
| 21 | Office for Building Maintenance and Ongoing Renovation. Administrative and Educational Building Operation and Maintenance Office “Ordynka” Maintenance Support Unit | Building General Maintenance Worker |
| 22 | Institute of Education. International Laboratory for Education Policy Analysis  | Leading Researcher |
| 23 | Department for Economic and Social Studies  | Leading Researcher |
| 24. | Expert Institute International Research and Teaching Laboratory for Socio-Cultural Research  | Chief Researcher |
| 25 | Transport Services Office | Car Driver | Regime No.16 | 10 hours 00 minutes | 8.00am | 8.00pm | 120 minutes | 1.00pm-2.00pm;5.00pm-6.00pm. | Total working hours\*.Base period - 1 year. |

Working schedules for a given period shall be approved by the Employer and forwarded to all employees concerned at least 2 (two) weeks before the schedule becomes effective. The employees must sign an acknowledgement form thereof.

**Annex 4**

to Internal Labour Regulations of National Research University Higher School of Economics

**List of staff positions with irregular working hours, as well as the duration of additional annual paid leave provided to such employees**

In addition to regular annual paid leave (including prolonged paid leaves in excess of 28, 42 or 56 calendar days, respectively), HSE’s employees with irregular working hours shall be entitled to an additional annual paid leave (hereafter, “leave”) of 3 - 28 calendar days[[3]](#footnote-3) , in accordance with the categories of staff positions listed in this Annex.

The duration of a given leave shall be specified by the Rector’s or another authorized person’s directive, depending on the staff position category and the employee’s job description as per the relevant employment agreement. If an employee is hired to a position listed in this Annex, which does not foresee irregular working hours, said employee shall work regular hours, as provided for by the terms and conditions of his/her employment agreement.

| No. | Job category | Leave duration |
| --- | --- | --- |
| 1.
 | HSE Academic Supervisor, HSE President, Vice President, First Vice Rector, and Vice Rector  | Up to 28 calendar days |
|  | HSE Deputy Academic Supervisor, Senior Director, Director in charge of a particular area of the University’s operations, and HSE Chief Accountant | Up to 28 calendar days |
|  | HSE Campus President, HSE Campus Academic Supervisor, and Academic Supervisor of a subdivision  | Up to 28 calendar days |
|  | Deputy First Vice Rector, Deputy Vice Rector, Deputy Director in charge of a particular area of the University’s operations, Deputy Chief Accountant, head of an independent University’s subdivision[[4]](#footnote-4), HSE Campus Deputy Director, and HSE Campus Chief Accountant | Up to 14 calendar days |
|  | Independent subdivision deputy head  | Up to 7 calendar days |
|  | Managers working on positions that are indicated in Subsection 1 and 2 of Section II of the List of Faculty Positions in educational organisations, including the positions of heads of educational organizations, provided that their work is related to managing educational, research and (or) creative, academic and methodological activities, who are entitled to a prolonged paid leave of 56 calendar days, pursuant to Russian labour legislation. | 3 calendar days |
|  | Car driver  | 3 calendar days |

**Appendix 5**

to Internal Labour Regulations

of National Research University

Higher School of Economics

**Request for Written Explanations (template)**

National Research University Higher School of Economics

|  |
| --- |
|  |
| (HSE subdivision) |

|  |  |
| --- | --- |
| Attn.: |  |
| (full name of Employee) |
|  |
| (position (profession, specialization), rank, class (category) of the Employee’s qualifications) |
|  |
|  |
|  |
| (subdivision) |

REQUEST No. \_\_\_

for Written Explanations

|  |  |
| --- | --- |
| Moscow |  |
|   |  |

 date

Dear \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

|  |
| --- |
| With respect to |
|   |  |  |  |  |  |  |  |  |

 (date, nature and context of uncovered violation)

I hereby request that you provide written explanations for your violation (including its reasons and the context thereof) within 2 (two) business days from receipt of this request.

Please be advised that if you should fail to provide written explanations within 2 (two) business days, a statement thereof shall be drawn up pursuant to Russian legislation. In addition, your failure to provide explanations shall not prevent the University from taking necessary disciplinary measures.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  |
|  | (position) |  | (signature) |  | (print last name and initials) |

I have read and understood this request:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  |
|  | (Employee’s position) |  | (signature) |  | (print full name and initials) |

 **Appendix 6**

to Internal Labour Regulations

of National Research University Higher School of Economics

**Statement on Failure to Provide Written Explanations (template)**

National Research University Higher School of Economics

|  |
| --- |
|  |
| (HSE subdivision) |

STATEMENT No. \_\_\_

on Failure to Provide Written Explanations

|  |  |
| --- | --- |
| Moscow |  |
|   |  |

 (date)

|  |  |
| --- | --- |
| This statement has been drawn up to confirm that on |  |

 (date)

|  |  |
| --- | --- |
|  |  |
| (full name) |
|  |
| (position (profession, specialization), rank, class (category) of the Employee’s qualifications) |
|  |
|  |
|  |
| (HSE subdivision) |
| was requested to provide written explanations with respect to the following events: |
|   |  |  |  |  |  |  |  |  |

 (date, nature and context of uncovered violation)

However, as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

 (date)

the Employee provided no explanations.

|  |
| --- |
| Attachments: Request for Written Explanations, dated \_\_\_\_\_\_\_\_\_\_, No. \_\_\_\_\_ |
| (details of attachments) |
|  |
|  |  |  |  |  |  |
|  | (position) |  | (signature) |  | (print last name and initials) |
|  |  |  |  |  |  |
|  | (position) |  | (signature) |  | (print last name and initials) |
|  |  |  |  |  |  |
|  | (position) |  | (signature) |  | (print last name and initials) |

**Appendix 7**

to Internal Labour Regulations of National Research University Higher School of Economics

**Statement on Refusal to Provide Written Explanations (template)**

National Research University Higher School of Economics

|  |
| --- |
|  |
| (HSE subdivision) |

STATEMENT No. \_\_\_

on Refusal to Provide Written Explanations

|  |  |
| --- | --- |
| Moscow |  |
|   |  |

 (date)

|  |  |
| --- | --- |
| This statement has been drawn up to confirm the following:  |  |

 (date)

|  |  |
| --- | --- |
|  |  |
| (full name) |
|  |
| (position (profession, specialization), rank, class (category) of Employee’s qualifications) |
|  |
|  |
|  |
| (HSE subdivision) |
| was requested in order to provide written explanations with respect to the following events |
|   |  |  |  |  |  |  |  |  |

 (date, nature and context of uncovered violation)

However, as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (date)

the Employee has refused to provide written explanations.

|  |
| --- |
| Attachments: Request for Written Explanations, dated \_\_\_\_\_\_\_\_\_\_, No. \_\_\_\_\_ |
| (details of attachments) |
|  |
|  |  |  |  |  |  |
|  | (position) |  | (signature) |  | (print last name and initials) |
|  |  |  |  |  |  |
|  | (position) |  | (signature) |  | (print last name and initials) |
|  |  |  |  |  |  |
|  | (position) |  | (signature) |  | (print last name and initials) |

 **Annex 8**

to Internal Labour Regulations of National Research University Higher School of Economics

**Statement on Refusal to Provide Written Explanations**

National Research University Higher School of Economics

|  |
| --- |
|  |
| (Name of a subdivision) |

STATEMENT No. \_\_\_

on the Employee’s Refusal to Provide Written Acknowledgement of the Directive on a Disciplinary Action

|  |  |
| --- | --- |
| Moscow |  |
|   |  |

 (date)

This Statement has been drawn up to report that:

|  |  |
| --- | --- |
|  |  |
| (full name) |
|  |
| (position (occupation, profession), qualification category or class) |
|  |
|  |
|  |
| (subdivision) |
| has refused to acknowledge in writing Directive No.\_\_\_\_\_\_\_\_, dated \_\_\_\_\_\_\_\_\_\_ on a disciplinary action.  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  |
|  | (position) |  | (signature) |  | (printed signature) |
|  |  |  |  |  |  |
|  | (position) |  | (signature) |  | (printed signature) |
|  |  |  |  |  |  |
|  | (position) |  | (signature) |  | (printed signature) |

 **Annex 9**

to Internal Labour Regulations of National Research University Higher School of Economics

**Scope and duration of preparatory and closing works performed by car drivers, as well as duration of related medical examinations of drivers**

1. Scope and duration of preparatory and closing works performed by car drivers before departure and upon arrival:

|  |  |
| --- | --- |
| Scope  | Duration (min.) |
| Preparatory works: |
| Trip ticket | 5 |
| Motor vehicle inspection  | 10 |
| Closing work stage: |
| Motor vehicle inspection | 10 |
| Trip ticket submission | 5 |
| Total | 30 |

1. The duration of medical examinations of car drivers before departure and upon arrival, as well as the time on the way to the place of a medical examination and back to the driver’s workplace:

|  |  |
| --- | --- |
| Title | Duration (min.) |
| Medical examination of car driver before departure | 15 |
| Medical examination of car driver upon arrival | 15 |
| Time on the way to the place of the medical examination of car driver before departure and back to the driver’s workplace | 5 |
| Time on the way to the place of the medical examination of car driver upon arrival and back to the driver’s workplace | 5 |
| Total | 40 |

1. Office hours for faculty members shall be established pursuant to p.5.3 hereof. [↑](#footnote-ref-1)
2. Office hours for faculty members shall be established pursuant to p.5.3 hereof. [↑](#footnote-ref-2)
3. The total duration of regular annual paid leave (including prolonged paid leave) and additional annual paid leave granted for irregular working hours may not exceed 59 calendar days. [↑](#footnote-ref-3)
4. An independent subdivision refers to a subdivision within the University that is not part of other subdivisions, except for HSE’s regional campuses. [↑](#footnote-ref-4)