

JOSIP JURAJ STROSSMAYER UNIVERSITY OF OSIJEK



WORK REGULATIONS OF JOSIP JURAJ STROSSMAYER UNIVERSITY OF OSIJEK

Osijek, January 2015

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Pursuant to Articles 26 and 27 of the Labour Act („Official Gazette“ 93/14, hereinafter: Law) and pursuant to Article 230, paragraph 3 of the Statute of Josip Juraj Strossmayer University of Osijek, after consultations conducted pursuant to Article 150 of the Law, on January 20th 2015 the Rector of Josip Juraj Strossmayer University of Osijek adopts the following

WORK REGULATIONS OF JOSIP JURAJ STROSSMAYER UNIVERSITY OF OSIJEK

I. GENERAL PROVISIONS

Article 1

(1) These Work Regulations (hereinafter: Regulation) regulates employment relationships of the scientific and teaching constituents as subsidiaries of the Josip Juraj Strossmayer University of Osijek (hereinafter: University): Department of Biology, Department of Physics, Department of Chemistry, Department of mathematics and Department of Cultural Studies, of the special subsidiary of the University - Center for Improvement and Quality Assurance of the Higher Education and the organizational unit of the University – for example, the Rectorate:

- establishing of an employment relationship,
- protection of health, life, privacy and dignity of the employees,
- protection of motherhood, minors and people with disabilities,
- working time,
- rest and leave,
- remuneration, compensation and other cash and non-cash receipts,
- indemnification,
- termination of employment contract,
- Violation of obligation from the employment relationship,
- Exercise of the rights and obligations arising from employment,
- participation of employees in decision-making and
- other important work-related issues.

(2) Gender neutral language shall be used in this Ordinance and shall apply equally to both men and women.

(3) The Regulation shall be applied directly to all employees, unless the rights and obligations of a certain employee have not been regulated differently by a specific provision, that is, employment contract.

(4) Within the meaning of this Regulation, the term worker (employee, staff member, labourer, officer, clerk and similar - hereinafter: employee) shall mean an employed natural person performing certain works for the University.

Article 2

(1) The University shall be obliged to keep records on workers he employs

(2) The records referred to in paragraph 1 of this Article must contain information on workers and working time.

(3) The University shall upon request be obliged to submit to labour inspector information referred to in paragraph 2 of this Article.

Article 3

(1) The University shall be obliged to ensure work for an employed worker and pay remuneration for the work performed, and the employee shall be obliged to perform the work following the instructions provided by the University in line with the nature and type of work

(2) The University shall be entitled to determine the place and the manner of performing the work, and shall respect the employee's rights and dignity.

(3) The University shall be obliged to ensure safe working conditions with no detrimental effects to the health of an employee, in accordance with a special law and other regulations.

(4) Any direct or indirect discrimination in the area of labour and working conditions shall be prohibited, including the selection criteria and requirements for employment, advance in employment, professional guidance, education, training and retraining, in accordance with the Labour Act and special laws and regulations.

(5) The University shall be obliged to protect the employee's dignity during the work in case of acts, uncalled for and contrary to the Labour Act and special legal provisions, of superiors, collaborators and persons with whom the worker contacts on a regular basis while performing his tasks.

Article 4

(1) In employment relationship, both the University and the employee shall be obliged to comply with the provisions of the Labour Act and other laws, published and valid international agreement concluded and ratified in accordance with the Croatian Constitution, other legal provisions, collective agreements and working regulations.

(2) Before the employee starts working, the University shall be obliged to enable the worker to acquaint himself with the employment-related regulations and inform the employee about the organisation of work as well as health and safety protection at work

(3) The regulations on safety and health at work, collective agreements and working regulations must appropriately be made available to the workers.

(4) The general provisions of the law of civil obligations shall apply to the conclusion, validity and termination of employment contracts or to other issues related thereto, collective agreements or this Regulation, which are not regulated by Labour Act or any other laws and regulations, in accordance with the nature of such contracts.

(5) Unless otherwise provided for by the Labour Act or any other laws and regulations, where a right arising from an employment relationship is differently regulated by the employment contract, this Regulation, collective agreement or any other laws and regulations the most favourable right for the worker shall apply.

II. SPECIAL PROVISIONS

II.1. ESTABLISHING AN EMPLOYMENT RELATIONSHIP

Concluding an employment contract

Article 5

(1) An employment relationship shall be established by virtue of an employment contract.

(2) Where an assignment contract with the employee concluded by the University has the features of employment, due to the nature and type of work and the University's authority, it shall be deemed that the employment contract has been concluded with the employee, unless the University proves otherwise.

(3) At the transfer of employees to a new employer, the provisions of Laws regulating this matter shall be applied in full.

Employment contracts of indefinite duration

Article 6

(1) Unless otherwise provided for by the Act, an employment contract shall be a contract of indefinite duration.

(2) The employment contract of indefinite duration shall produce legal obligations for the contracting parties until its termination, in a manner provided for by the Act.

(3) Where an employment contract does not define its duration, it shall be regarded as a contract of indefinite duration

Fixed-term employment contracts

Article 7

(1) Exceptionally, an employment contract may be concluded for a fixed term, for the purpose of taking up an employment where the end of the employment is determined by objective conditions such as reaching a specific date, completing a specific task, or the occurrence of a specific event.

(2) The University may enter into a successive fixed-term employment contract with the same employee solely on objective grounds, which must be clarified in the same contract or in a letter of engagement referred to in Article 9, paragraph 3 of this Regulation.

(3) The cumulative duration of all successive fixed-term employment contracts, including the first employment contract, may not exceed three consecutive years, unless where it is necessary for the purpose of replacing a temporarily absent worker or where it is on objective grounds allowed by law or a collective agreement.

(4) The limitations referred to in paragraphs 2 and 3 of this Article shall not apply to the first fixed-term employment contract.

(5) Any change or amendment to the fixed-term employment contract affecting its prolongation shall be regarded as a next successive fixed-term employment contract.

(6) An interruption of less than two months shall not be regarded as the interruption of the three-year period referred to in paragraph 3 of this Article

(7) Where an employment contract is not concluded in compliance with the provisions of the Act or where an employee continues to work at the University after the expiry of the contract, it shall be deemed that the concluded contract was of indefinite duration

Article 8

(1) The University shall be obliged to ensure to the fixed-term employee the same working conditions comparable to an employee with an employment contract of indefinite duration concluded with the University or, under a specific regulation, with an employer

associated with him, with same or similar qualifications and skills, who is engaged in the same or similar work.

(2) Where there is no comparable permanent employee with the University referred to in paragraph 1 of this Article with same or similar qualifications and skills who is engaged in the same or similar work, the University shall be obliged to ensure for the fixed-term employee the conditions defined by collective agreement or any other regulation applicable to him, as determined for the permanent employee who is engaged for similar tasks and possesses similar professional knowledge and skills.

(3) Where the working conditions are not provided for in a manner referred to in paragraph 2 of this Article by a collective agreement or another regulation applicable to the University, the University shall ensure the appropriate working conditions for his fixed-term employee comparable to the conditions for his permanent employee engaged in similar tasks and who possesses similar qualifications and skills

(4) The University shall be obliged to inform his fixed-term employees about assignments for which these employees could enter into an employment contract of indefinite duration and to ensure training and education for them under the conditions comparable to those for permanent workers.

Employment contract form

Article 9

(1) The employment contract shall be concluded in writing.

(2) The existence and validity of such a contract shall not be affected by the failure of contracting parties to enter into a written contract.

(3) Where an employment contract is not concluded in writing, the University shall be obliged to deliver to the employee a letter of engagement prior to the start of employment.

(4) Where the University fails to conclude a written employment contract with the employee or fails to deliver to the employee the letter of engagement prior to the start of employment, it shall be deemed that he entered into the employment contract of indefinite duration with the employee.

(5) The University shall be obliged to deliver to the employee a copy of the application for mandatory pension and health insurances within eight days after the expiry of the time limit for the application for mandatory insurances under specific laws and regulations

Article 10

(1) The written employment contract or the letter of engagement referred to in Article 9, paragraph 3 of this Regulation must contain information concerning:

- the identities of the parties and their residence and the registered place of business
- place of work; where there is no fixed or main place of work, a reference that the work is performed at various places
- the title, nature or category of the work for which the employee is employed or a brief specification or description of the work
- the date of commencement of employment
- in the case of a fixed-term employment contract, the expected duration thereof
- the duration of paid annual leave to which the employee is entitled or, where this cannot be indicated when the contract is concluded or the letter of engagement is given, the procedures for allocating and determining such annual leave

- the length of the periods of notice to be observed by the employee and the University or, where this cannot be indicated when the contract is concluded or the letter of engagement is given, the method for determining the periods of notice
- the basic salary, the bonuses and the frequency of remuneration payment to which the employee is entitled
- duration of a regular working day or week.

(2) The information referred to in paragraph 1, sub-paragraphs 6, 7, 8 and 9 of this Article may in the employment contract or the letter of engagement be given in the form of a reference to the laws, other regulations or administrative provisions, collective agreement or working regulations governing those particular points.

The minimum employment age

Article 11

(1) It shall be prohibited to employ a person under fifteen, of fifteen or above fifteen years of age and under eighteen years of age who is still subject to compulsory full-time elementary schooling.

(2) Legal capacity of minors, conditions for entering into employment contract with a minor, jobs he cannot be employed on and controlling the work of minors in certain jobs is determined by the Act.

Special requirements for entering into employment contract

Article 12

(1) Where specific employment relationship requirements are defined by law, regulations or administrative provisions, collective agreements or working regulations, an employment contract may be concluded only with a person meeting those particular requirements.

(2) A foreign national or a stateless person may enter into an employment contract under the conditions stipulated by the Labour Act and specific provisions governing the employment of these persons.

The employee's obligation to inform the employer about sickness or some other circumstances

Article 13

(1) On the occasion of concluding the employment contract and during the employment relationship, the employee shall be obliged to inform the University about sickness or any other circumstances precluding or hindering the exercise of obligations arising from the employment contract or harming the life or health of people that the employee makes contact with while executing the employment contract.

(2) In order to assess health capacities for particular tasks, the University may direct the employee to a health assessment.

(3) The costs of health assessment referred to in paragraph 2 of this Article shall be borne by the University.

Information that may not be requested

Article 14

(1) In the process of selecting the applicants for a job (an interview, testing, survey or similar) and concluding an employment contract as well as during the employment relationship, the employer may not request from the worker any information that is not directly related to the employment relationship.

(2) The answers to the questions referred to in paragraph 1 of this Article that are not allowed may be sustained

II.2. WORKING REGULATIONS

Article 15

(1) The University shall be obliged to adopt and publish Work Regulations in accordance with the Act.

(2) The University shall be obliged to consult the trade union representative on the adoption of the regulations in accordance to the Act.

(3) The date of entry into force shall be specified in the Regulation referred to in paragraph 1 of this Article.

(4) The Regulation from paragraph 1 of this article may not enter into force before the expiry of eight days after its announcement.

(5) The Regulation shall be changed and amended in accordance with the Act.

II.3. PROTECTION OF LIFE, HEALTH AND PRIVACY

Article 16

(1) The University shall be obliged to provide and maintain plants, machinery, equipment, tools, workplace and the access thereto, and to organise work in such a manner to ensure the protection of life and health of employees, in accordance with specific provisions and the nature of work performed.

(2) The University shall be obliged to inform the employee about any dangers pertaining to the work performed by the employee.

(3) The University shall be obliged to train the employee for the work to be performed in such a manner to ensure the protection of the employee's life and health and prevent accidents.

Article 17

(1) The employee's personal data may be collected, processed, used or disclosed to third parties only if it is regulated by the Act or any other law or where it is necessary for the purpose of exercising the rights and obligations arising from the employment relationship or pertaining thereto.

(2) Where the personal data referred to in paragraph 1 of this Article must be collected, processed, used or disclosed to third parties for the purpose of exercising the rights

and obligations arising from the employment relationship or pertaining thereto, the University shall beforehand determine the data to be collected, processed, used or disclosed to third parties for the said purpose by virtue of the working regulations.

(3) The employee's personal data may be collected, processed, used or disclosed to third parties solely by the Rector or a person duly authorised by the Rector to do so.

(4) Wrong records of personal data shall be corrected immediately.

(5) Personal data for the keeping of which legal or material grounds cease to exist shall be deleted or removed otherwise.

(6) The University shall be obliged to appoint a person trustful to the employees who is, apart from the University, authorised to supervise whether the personal data are collected, processed, used or disclosed to third parties in accordance with the law.

(7) The Rector, the person referred to in paragraph 6 of this Article or any other person to whom in the course of his duties the employees's personal data are revealed, shall permanently keep the confidentiality of that data.

II.4. PROTECTION OF PREGNANT WORKERS, PARENTS AND ADOPTIVE PARENTS

Prohibition of discrimination, protection of pregnant women, presumption of full time work and maternity and parental rights

Article 18

(1) The University may not refuse to employ a woman due to her pregnancy or offer her the conclusion of an amended employment contract under less favourable conditions on the grounds of her pregnancy, recent childbirth or breastfeeding within the meaning of specific provisions.

(2) The University may not request any information whatsoever about pregnancy or direct any other person to do so, unless the worker personally demands for a particular entitlement provided for by laws, regulations and administrative provisions for the purpose of protecting pregnant workers.

Article 19

(1) The University shall be obliged to offer a pregnant employee, an employee who has recently given birth or is breastfeeding within the meaning of a specific provisions, who performs works that have harming effects on her or the child's life or health, an appendix to the employment contract during the entitlement period providing for a fixed-term performance of other appropriate tasks.

(2) In the event of dispute between the University and the employee, only a physician specialised in occupational medicine shall be competent to assess the appropriateness of the tasks performed by the employee or other works offered in the case referred to in paragraph 1 of this Article.

(3) Where the University is not in the position to act in a manner provided for in paragraph 1 of this Article, the employee shall be entitled to take a leave in accordance with specific provisions.

(4) With the expiry of entitlement in accordance with specific provisions the appendix referred to in paragraph 1 of this Article shall also cease to take effects and the employee shall continue performing the works she has previously performed under the employment contract.

(5) The appendix to the employment contract referred to in paragraph 1 of this Article may not result in the reduction of the worker's remuneration.

Article 20

Where the previous length of employment relationship is of relevance for acquiring certain rights arising from the employment relationship or pertaining thereto, periods of maternity, parental or adoption leave, part-time work, periods of short-time work due to intensified childcare, the leave of pregnant women or a breastfeeding mother, and the periods of leave or short-time work having to care for a child with serious developmental disabilities shall be regarded as full-time work.

Article 21

The employees shall exercise their maternity and parental rights during the employment relationship in accordance with specific provisions.

Prohibition of dismissal

Article 22

(1) During pregnancy, maternity, parental or adoption leave, periods of part-time work, periods of short-time work due to intensified childcare, the leave of pregnant women or a breastfeeding mother, and the periods of leave or short-time work due to the care for a child with serious developmental disabilities, and within fifteen days after the end of pregnancy or the end of use of such entitlements, the University may not terminate the employment contract of the pregnant woman and a person exercising any of these rights.

(2) The dismissal referred to in paragraph 1 of this Article shall be null and void if at the date of dismissal the University is aware of circumstances referred to in paragraph 1 of this Article or if the employee within fifteen days after the delivery of notice informs the University about the circumstance referred to in paragraph 1 of this Article and supports it with an adequate certificate issued by a competent physician or another competent authority.

(3) The employment contract for a person referred to in paragraph 1 of this Article shall be terminated upon the death of the employer who is a natural person, upon the termination of a small business by virtue of law or by the deregistration of a sole trade.

(4) The employment contract of the person referred to in paragraph 1 of this Article may during the liquidation procedure, in accordance with specific provisions, be terminated due to business reasons.

Article 23

(1) An employee exercising the right on maternity, parental or adoption leave, part-time work, short-time work due to intensive childcare, leave of pregnant women or a breastfeeding mother, and on the leave or short-time work having to care for a child with serious developmental disabilities or a worker whose employment contract is held in abeyance until the child's third year of age in accordance with specific provisions, may terminate the employment contract by giving an extraordinary notice of termination.

. (2) An employment contract may be terminated in a manner referred to in paragraph 1 of this Article fifteen days prior to the date of the worker's reinstatement, at the latest.

(3) A pregnant employee may terminate the employment contract by giving an extraordinary notice of termination.

Article 24

(1) On the expiry of maternity, parental and adoptive leave, a leave for the purpose of taking care of and nursing a child with severe developmental disabilities and the abeyance of the employment relationship until the child's third year of age in accordance with specific provisions, the employee who exercised any of these rights shall be entitled to return to his former position within one month after the date having notified the University about the end of exercising of such a right.

(2) Where there is no need for the works performed by the employee prior to the exercise of rights referred to in paragraph 1 of this Article, the University shall be obliged to offer the conclusion of employment contract for an equivalent post with working conditions not less favourable compared to those of the works performed by the worker prior to the exercise of such a right.

(3) The employee who has exercised the right referred to in paragraph 1 of this Article shall be entitled to additional training, where there has been a change in the technique or method of work, and to benefit from any improvement in working conditions during his absence to which he would have been entitled.

II.5. PROTECTION OF WORKERS SUFFERING FROM TEMPORARY OR PERMANANT INCAPACITY FOR WORK

Article 25

(1) The employee shall be obliged to inform the University about his temporary incapacity for work as soon as possible and to deliver to the University a medical certificate of temporary incapacity for work and the expected duration thereof within three days at the latest.

(2) A competent physician shall be obliged to issue the certificate referred to in paragraph 1 of this Article to the employee.

(3) If, due to justified reasons, the employee was not in the position to fulfil the obligation referred to in paragraph 1 of this Article, he shall be obliged to do so as soon as possible, but no later than three days after the reasons thereof cease to exist,

Article 26

During the temporary incapacity for work due to medical treatment or recovery from an injury at work or an occupational disease, the University may not terminate the employment contract of the employee who has suffered from an injury at work or an occupational disease.

Article 27

Injury at work or an occupational disease may not constitute a ground for discrimination as regards to the employee's advance in employment and the exercise of other rights and benefits arising from the employment relationship or pertaining thereto.

Article 28

(1) The employee who suffered from temporary incapacity for work due to injury or injury at work, illness or occupational disease, whose capacity for work following the medical treatment or recovery has been established by a competent physician or a competent authority pursuant to specific provisions, shall have the right to return to this job.

(2) Where there is no need for the works previously performed by the employee, the employer shall be obliged to offer him a conclusion of an employment contract for an equivalent post, which must to the greatest possible extent be comparable to the post previously held by the employee.

(3) Where the University is not in the position to offer the conclusion of employment contract for an equivalent post, or where the employee refuses the offered change to the employment contract, the University may give him a notice of dismissal in a manner and under the conditions prescribed by the Act.

(4) In the event of a dispute between the University and the employee, only a physician specialised in occupational medicine shall be competent to assess the appropriateness of the offered post referred to in paragraph 2 of this Article.

(5) The employee from paragraph 1 of this Article shall be entitled to additional training, where there has been a change in the technique or method of work, and to benefit from any improvement in working conditions during his absence to which he would have been entitled.

Article 29

(1) If, in accordance with specific provisions a competent authority establishes the employee's partial work capacity or a partial loss of work capacity or an immediate danger of reduction of work capacity, the University shall, taking into consideration the expert opinion of that authority, offer the employee to conclude an employment contract for the performance of a job that he is able to perform and which must, to the greatest possible extent, correspond to the position previously held by the employee.

(2) In order to provide the position referred to in paragraph 1 of this Article, the University shall adjust the work to the abilities of the employee, alter the schedule of working hours, and undertake other measures to provide appropriate work to the employee.

(3) Where the University has undertaken all the measures referred to in paragraph 2 of this Article without being able to ensure the adequate position to the employee or where the employee has refused the offer to conclude an employment contract for the performance of a job corresponding to his capabilities in accordance with the expert opinion of the competent authority, the University may, with the consent of the trade union representative, terminate the employment contract.

(4) In the event of a dispute between the University and the employee, only a physician specialised in occupational medicine shall be competent to assess the appropriateness of the offered works referred to in paragraph 1 of this Article.

(5) Where the trade union representative does not consent to the notice of dismissal to the employee referred to in paragraph 1 of this Article, the consent may be replaced by an arbitrary decision.

Article 30

(1) An employee who has suffered an injury at work or an occupational disease, and following any medical treatment and professional rehabilitation, to whom the University is

not able to ensure an adequate position referred to in Article 29 of this Regulation, shall be entitled to a severance pay equivalent to twice the rate for severance pay to which the worker is entitled, provided that he fulfils the conditions for the severance pay entitlement stipulated by the Act.

(2) The employee referred to in paragraph 1 of this Article, who unjustifiably refuses the offered job referred to in Article 29 of this Regulation, shall not be entitled to severance pay in double amount.

Article 31

The employee who has suffered an injury at work or an occupational disease shall have priority as regards to training and education organised by the University.

II.6. PROBATIONARY PERIOD, EDUCATION AND TRAINING FOR WORK

Article 32

(1) A probationary period may be agreed upon by the employment contract.

(2) The length of the probationary period referred to in paragraph 1 of this Article may not exceed six months.

(3) The failure of the employee to fulfil the position requirements during the probationary period shall constitute a just cause for terminating the employment contract.

(4) The provisions of this Act on termination of employment contract shall not apply to the termination referred to in paragraph 3 of this Article, with the exception of Article 95, Article 96, paragraph 1 and Article 100 of this Regulation.

(5) In the case of contracted probationary period, the period of notice shall be minimum seven days.

Article 33

(1) In line with its capacities and business requirements, the University shall ensure schooling, education, vocational as well as professional training for the employee.

(2) The employee shall, in line with his working abilities and business requirements, take part in schooling, education, vocational and professional training.

(3) In the event of changes to or introduction of new patterns or organisation of work, the University shall, in line with capacities and requirements of work, provide the worker with vocational or professional training.

Article 34

(1) The University may employ a person employed for the first time in the occupation for which he received schooling as a trainee worker (apprentice or any other trainee - hereinafter: the trainee).

(2) The trainee from paragraph 1 of this Article shall be trained for independent work in the occupation for which he received schooling.

(3) A fixed-term employment contract may be concluded with a trainee.

Article 35

(1) The methods for training a trainee for independent work shall be stipulated by a general act or defined in the employment contract

(2) In order to get trained for independent work, the trainee may be temporarily assigned to another employer.

Article 36

Unless otherwise provided for by Labour Act or any other law, the length of the traineeship shall be one year at the most.

II.7. WORKING TIME

Definition of working time

Article 37

(1) Working time shall mean any period during which the employee is obliged to be at work, at the University's disposal (on stand-by) to carry out his duties in accordance with the University's instructions, at his working place or another place determined by the University.

(2) The period during which the employee is available for the University's request for performance of works, should a need arise, shall not be regarded as working time, where the employee is neither located at his working place nor at another place determined by the University.

(3) The availability period and remuneration shall be regulated by the employment contract or collective agreement

(4) The period during which the employee is at work upon the University's request shall be deemed working time, notwithstanding whether the works are performed at the place determined by the University or the place selected by the employee.

Full-time work

Article 38

(1) Full-time work of an employee is 40 hours a week.

(2) A full-time employee shall be allowed to conclude an employment contract with another employer for a maximum period of 8 hours a week or up to 180 hours a year only with the written consent of the University or the employers with whom the employee already has a concluded employment contract

(3) Weekly working hours of an employee are distributed to 5 (five) working days of the week.

Part-time work

Article 39

(1) Part-time work is any working time shorter than full-time work.

(2) The employee shall not be allowed to work at several employers with a working time exceeding forty hours a week.

(3) The employee referred to in paragraph 2 of this Article, whose total working time is forty hours a week, shall be allowed to conclude an employment contract with another

employer for a maximum period of eight hours a week or up to one hundred and eighty hours a year only with the written consent of the employers with whom the employee has the employment contract already concluded.

(4) When concluding a part-time employment contract, the employee shall inform the University about part-time employment contracts concluded with other employer or employers.

(5) Where a previous duration of the employment relationship with the University is of importance for the exercise of rights arising from the employment relationship, the periods of part-time work shall be regarded as full-time work.

(6) Unless otherwise provided for by collective agreement or employment contract, the remuneration and other substantial rights of employees (long-service award, annual leave pay and Christmas bonus, etc.) shall be regulated and paid in proportion to the contracted working time.

(7) The University shall be obliged to take into consideration the request of a full-time employee who is a contracting party in an employment contract for the entry into a part-time employment contract, and vice-versa, provided that there is such a work option at the University.

Article 40

(1) The University shall be obliged to ensure to the part-time employee working conditions comparable to those of the full-time employee with an employment contract concluded with the University or, under specific provisions, with an employer associated to him, having the same or similar qualifications and skills, who is engaged in the same or similar work.

(2) If the University has not employed a comparable full-time employee with the same or similar qualifications and skills who is engaged in the same or similar work, the University shall be obliged to ensure his employee with a part-time employment contract under the conditions regulated by collective agreement or any other regulation applicable, as are determined for an employee with a full-time employment contract who is engaged in similar work and possesses similar qualifications and skills.

(3) Where the working conditions are not defined in a manner referred to in paragraph 2 of this Article by collective agreement or another regulation applicable to the employer, the University shall ensure the appropriate working conditions to his employee with a part-time employment contract comparable to the conditions for his employee with a full-time employment contract who is engaged in similar work and possesses similar qualifications and skills.

(4) The University shall make possible to his part-time employees to take part in training and education under the same conditions applicable to his full-time employees.

Short-time work

Article 41

(1) For jobs involving exposure to harmful effects in spite of the implementation of health and safety at work protection measures, the working time shall be shortened in proportion to the harmful effects on the employees's health and capacity for work.

(2) The jobs referred to in paragraph 1 of this Article and working time related thereto shall be regulated by specific provisions.

(3) The employee engaged in the jobs from paragraph 1 of this Article shall be allowed to perform those particular works only for the duration of working time as defined in paragraph 2 of this Article and shall not be allowed to perform such works at another employer.

(4) It may be laid down in collective agreement or employment contract that the employee who is not engaged full-time in the jobs referred to in paragraph 1 of this Article may work part-time in other jobs of different nature than the jobs referred to in paragraph 1 of this Article, but for no longer than the full-time limit.

(5) As for the remuneration and the exercise of other rights arising from the employment relationship or relating thereto, a short-time work referred to in paragraph 1 of this Article shall be equal to the full-time work.

Overtime work

Article 42

(1) In the case of force majeure, an extraordinary increase in the scope of work and in other similar cases of a pressing need, the employee shall, at the University's written request, work longer than the full-time or part-time working hours (overtime work).

(2) By way of derogation from paragraph 1 of this Article, where the University, due to the nature of a pressing need, is not in a position to hand over a written request for overtime work before it begins, he shall be obliged to confirm the oral request in writing within seven days starting from the date overtime work was requested.

(3) If the employee works overtime, the total working time of the worker may not exceed 50 hours a week.

(4) The overtime work per employee may not exceed 180 hours a year, unless otherwise provided for in collective agreement, in which case it may not exceed 250 hours a year.

(5) Overtime work by minor employees shall be prohibited.

(6) A pregnant employee, a parent of a child under three years of age and a single parent of a child under six years of age who works part-time at several employers, and the employee referred to in Article 38, paragraph 2 and Article 39 paragraph 3 of this Regulation, may work overtime only when their written consent to such work is given to the employer, except in the case of force majeure.

Patterns of working time

Article 43

(1) Pattern of working hours regarding to the working week, working day and the starting and finishing hours of work, shall be determined by a special decision of the Rector or the Head in concordance with the trade union representative.

(2) The University must inform the employee of his pattern of working hours or any change thereto at least one week in advance, except in the event of a pressing need for that particular employee's work.

Redistribution of working time

Article 44

Where the nature of work requires so, the full-time or part-time work may be reorganised so that during the period, which is not to exceed twelve successive months, it exceeds full-time or part-time work in one period, and is less than full-time or part-time work in another period; this must be done in such a manner that the average working time under the redistribution scheme may not exceed the full-time or part-time work, in accordance with the Act.

Protection of vulnerable categories of workers

Article 45

(1) Minors may not work more than 8 hours in a 24-hour period.

(2) The employee working part-time for two or more employers, a pregnant employee, a parent with a child under three years of age and a single parent with a child under six years of age may work under the uneven distribution of working time scheme only if they hand over to the University a written statement of their voluntary consent to such work.

Shift work

Article 46

(1) Shift work means any method of organising work in shifts, whereby employees succeed each other at the same workstation according to a certain pattern, which may be continuous or discontinuous.

(2) Shift employee means any employee who performs his work in different shifts, at the University whose work is organised in shifts, based on patterns of working time, during the period of one week or one month.

(3) Where the work is organised in shifts that include night work, the change of shifts shall be ensured so as to limit the uninterrupted work in night shift to maximum one week.

II.8. REST AND LEAVE

Break

Article 47

(1) Unless otherwise provided for by specific provisions, the employee who works at least 6 hours a day shall be entitled to a daily period of rest (a break) of minimum 30 minutes.

(2) The minor who works at least 4 and half hours a day shall be entitled to a daily period of rest (a break) of minimum 30 consecutive minutes.

(3) The part-time employee or minor at two or more employers with total daily working hours at all employers of at least 6 and 4.5 hours respectively, shall be entitled to a break at each employer proportionate to his contracted part-time work.

(4) The rest period referred to in paragraphs 1, 2 and 3 of this Article shall be counted in working time.

Daily rest

Article 48

(1) The employee shall be entitled to a minimum daily rest period of 12 consecutive hours per 24-hour period.

Weekly rest

Article 49

(1) The employee shall be entitled to a weekly minimum uninterrupted rest period of 24 hours plus the hours of daily rest referred to in Article 48 of this Regulation.

(2) The minor shall be entitled to a weekly minimum uninterrupted rest period of 48 hours.

(3) The rest referred to in paragraphs 1 and 2 of this Article shall be used by the employee on Sundays or the day before or day after Sunday.

(4) Where the employee is not in a position to use the rest period referred to in paragraphs 1 and 2 of this Article, he shall be afforded equivalent periods of compensatory weekly rest right after his working time with no weekly rest, or with a shorter period of rest.

(5) As an exception, the shift employees or employees who due to objective technical reasons or organisation of work cannot use the rest period referred to in paragraph 1 of this Article, shall be afforded a weekly minimum uninterrupted rest period of minimum 24 hours, without counting in the daily rest referred to in Article 48 of this Regulation.

Annual leave

Article 50

The worker shall be entitled to a paid annual leave in each calendar year.

Article 51

(1) The worker shall be entitled to annual leave referred to in Article 50 of this Regulation of at least 20 working days, and the minor and an employee engaged in works involving exposure to harmful effects in spite of the implementation of health and safety atwork protection measures shall be entitled to at least 25 working days.

(2) The duration of annual leave longer than 20 working days or 25 working days, shall be determined by the following criteria:

A. On the basis of complexity:

- | | |
|---|--------|
| - jobs for unqualified, semi-qualified workers | 1 day |
| - jobs for workers with completed secondary education | 2 days |
| - jobs for workers with a college degree | 3 days |
| - jobs for workers with a university degree or MA's | 4 days |
| - jobs for workers with a PhD | 5 days |

B. On the basis of years of service

- | | |
|-----------------------------|--------|
| - 6 to 12 years of service | 3 days |
| - 12 to 18 years of service | 4 days |
| - 18 to 24 years of service | 5 days |

- 24 to 30 years of service 6 days
- 30 to 36 years of service 7 days
- over 36 years of service 8 days

C. On the basis of arduous working conditions, according to the list of workplaces with special conditions:

- employees in associate and professional positions, and technical associates in teaching 3 days
- employees in scientific and teaching positions 2 days

D. On the basis of special social conditions:

- to the employee for every child up to 15 (fifteen) years of age 2 days
- to the parent of a child with a psycho-physical disorder or a disability 3 days
- to the employee with a disability, in accordance with the Act 3 days

E. On the basis of a special approval by the Rector up to 3 days

- according to the employee's work contribution

(3) The criteria shall be applied cumulative, and the annual leave of an employee may last up to 30 (thirty) working days at the longest, or up to 37 (thirty-seven) working days for blind employees and employees from the list of workplaces with special conditions.

(4) The employee who is employed for the first time or has an interruption between two employment relationships longer than eight days is entitled to annual leave after six months of continuous working relation at the University.

Article 52

(1) The employee who does not satisfy the condition for the acquisition of entitlement to annual leave as laid down by Article 51, paragraph 4 of this Regulation, shall be entitled to a proportion of annual leave, which shall be determined as a period of one twelfth of annual leave for each elapsed month of the employment relationship.

(2) By way of derogation from Article 51 paragraphs 1, 2 and 3 of this Regulation, the employee whose employment relationship is terminated shall be entitled to the proportion of annual leave in that calendar year.

(3) The University which grants to the employee referred to in paragraph 2 of this Article annual leave in a period longer than the period to which he would have been entitled prior to the termination of employment relationship, shall not have right to claim any refund of remuneration paid for the use of annual leave

Article 53

(1) The annual leave referred to in Articles 51 i 52 of this regulation shall be determined for the employee as a number of working days depending on the employee's weekly working time pattern.

(2) National holidays and non-working days stipulated by law, periods of temporary incapacity for work assessed by competent physician and days of paid leave shall not be counted in the period of annual leave.

(3) By way of derogation from paragraph 2 of this Article, where the employee should work on the day of holiday or a non-working day stipulated by law, but instead upon his request uses annual leave, that day shall be counted in the period of annual leave.

(4) In calculating the duration of annual leave as provided for in Article 52 paragraphs 1 and 2 of this Regulation, at least one half of the days of annual leave shall be rounded up to a whole day of annual leave, and at least one half of the month of work shall be rounded up to the whole month.

(5) Where the employee's employment relationship is terminated exactly in the middle of a month that has an even number of days, the right to one twelfth of annual leave for that month shall be exercised at the employer with whom his employment relationship is being terminated.

Article 54

An agreement under which an employee waives his entitlement to annual leave in return for compensation shall be null and void.

Article 55

During annual leave, the employee shall be entitled to remuneration in the amount defined by collective agreement, special regulation or employment contract, which may not be less than his average monthly remuneration over the previous three months (counting in any benefits in cash or in kind representing compensation for work).

Article 56

(1) In the case of termination of employment contract, the University shall be obliged to pay to an employee who did not use his annual leave an allowance in lieu of annual leave.

(2) The allowance referred to in paragraph 1 of this Article shall be determined in proportion to the number of days of unused annual leave.

Article 57

Where the employee uses his annual leave in portions, he must use at least two consecutive weeks of annual leave in the calendar year for which he exercises the right to annual leave, unless otherwise agreed upon by the employee and the University, provided that the the employee has acquired the entitlement to annual leave exceeding two weeks

Article 58

(1) The employee shall be entitled to carry over the unused portion of annual leave longer than the portion of annual leave referred to in Article 57 of this Regulation, and use it by 30 June of the following calendar year, at the latest.

(2) The employee who has acquired the right to a proportion of annual leave shorter than the portion of annual leave referred to in Article 57 of this Regulation, may carry it over and use it by 30 June of the following calendar year, at the latest.

(3) The employee may not carry over to the next calendar year a portion of annual leave referred to in Article 57 of this Regulation if he was allowed to use that leave.

(4) The employee shall be entitled to use the annual leave or a portion thereof which is either interrupted or unused in the year it was acquired due to illness or maternity leave,

parental or adoption leave, or the leave for having to take care of a child with serious developmental disabilities, after returning to work, and by 30 June of the following calendar year, at the latest.

(5) By way of derogation from paragraph 4 of this Article, the employee shall be entitled to use the annual leave or a portion thereof, which, due to maternity leave, parental or adoption leave, or the leave for having to take care of a child with serious developmental disabilities, he was not in a position to use or was not allowed by the University to use by 30 June of the following calendar year, by the end of calendar year in which he returned to work.

Article 59

(1) The annual leave schedule shall be prepared by the University, in accordance with collective agreement, the Act and employment contract, by 30 June of the current year, at the latest.

(2) The two or more employers of the same part-time employee who fail to agree upon his annual leave in the same period shall be obliged to afford him the use of annual leave on his request.

(3) In preparing the annual leave schedule, the organisation of work requirements and the options for rest available to the employees shall be taken into account.

(4) The University must inform the employee of the duration and the period of use of annual leave at least 15 days before annual leave is to be taken.

(5) The employee shall be entitled to take one day of annual leave at his convenience, provided that he inform the University thereof at least three days in advance, with the exception of cases in which it is not possible for specific justified reasons on the University's part.

Paid leave

Article 60

(1) During the calendar year, the employee shall be entitled to be free from work with remuneration (paid leave) for important personal purposes, and, in particular for those related to marriage, childbirth, serious illness or death of an immediate family member.

(2) The employee shall be entitled to the leave referred to in paragraph 1 of this Article for ten working days a year in total, and may be entitled to the following rights for:

- marriage 5 days
- childbirth or adoption 5 days
- death of a parent, spouse, child, step-father, step-mother, adopted child, adoptive parent or grandchild 5 days
- death of a brother or sister, grandmother or grandfather, and the parent of the spouse 2 days
- moving in the same whereabouts 2 days
- moving to another place of residence 4 days
- act of God 5 days
- serious illness of an immediate family member 3 days
- serious illness of an immediate family member outside of the place of residence 3 days
- performing in cultural and sports manifestations 1 day
- participatin in union meetings, seminars and education for union-related activities 2 days

(3) Member of the immediate family referred to in paragraph 1 of this Article shall mean a spouse, blood relatives in the direct line and their spouses, brothers and sisters, step-children and adopted children, children in foster care, step-father and step-mother, adoptive parent and person to whom the employee is obliged to provide statutory maintenance, and a person with whom the employee is in an extramarital union.

(4) The employee shall be entitled to paid leave for each death referred to in this Article, notwithstanding on the number of days of paid leave he used on other basis during the same year.

(5) The employee shall be entitled to paid leave during education, vocational or professional training or during education for the purposes of engaging in the works council or trade union work, under the conditions, for the duration and with remuneration determined by collective agreement.

(6) For the purpose of acquiring the rights arising from employment or related thereto, the periods of paid leave shall be regarded as time spent at work.

(7) The right to use paid leave referred to in this Article shall strictly be used for exemption from working obligations.

(8) The employee who is a voluntary blood donor shall be entitled to two days off work, one on the day of blood donation, and the second one the day after that.

Unpaid leave

Article 61

(1) The University may grant the employee unpaid leave, at the employee's request.

(2) Unless otherwise provided for by law, during unpaid leave, the rights and obligations arising from employment or related thereto shall be held in abeyance.

Study leave

Article 61

(1) At the employee's request, he may be granted paid or unpaid leave for:

- scientific or professional training
- participating in the work of scientific institutions or international organisations.

(2) Leave referred to in paragraph 1 of this Article may be granted to the employee if planned by the scientific and professional activity of the University or its constitutive unit.

Article 63

(1) Employees may be granted a leave for postgraduate studies abroad for 4 years, at the longest.

(2) Employees may be granted a one-time leave for postdoctoral training for 2 years, at the longest.

(3) Employees who are training abroad, based on paragraphs 1 and 2 of this Article are entitled to a paid leave in duration of one year.

(4) If an employee terminates the training without the University's consent, he must return all expenses the University had, except in the case of force majeure or serious illness.

(5) After the training has completed, the employee shall work at the University as long as he was in training, at the least. Otherwise, he shall compensate all the University's expenses.

(6) The funds referred to in paragraph 5 of this Article shall be decreased in proportion to the time spent working after professional training.

Article 64

The use of a study leave shall be approved by the Rector.

a) Sabbatical

Article 65

(1) Teachers of the University elected to assistant professor, associate professor, full professor or a tenured professor position are entitled to a one free paid study year (*sabbatical*) after six years of continuous work in science and teaching profession at the University.

(2) Free study year can be used for scientific and professional training or a scientific-professional work (e.g. writing textbooks, manuals, monographs, etc.)

(3) During the sabbatical, the teacher is entitled to remuneration of the basic salary.

(4) During the free study year, the teacher is not entitled to remuneration of transportation expenses.

(5) The use of sabbatical shall be approved by the Rector.

II.9. REMUNERATION AND COMPENSATION

Determining pay

Article 66

(1) The University shall be obliged to calculate and pay remuneration to the employee in the amount provided for by means of law, collective agreement, other regulations, or regulations stated in the employment contract.

(2) The University shall be obliged to pay equal remuneration to female and male employees for the same work or for work to which equal value is attributed.

(3) For the purposes of paragraph 1 of this Article, two persons of different sex perform the same work or work to which equal value is attributed if:

1) they perform the same work under the same or similar conditions or if they could substitute one another at the workplace

2) the work one of them performs is of a similar nature to that performed by another, and the differences between the work performed by them and conditions under which it is performed have no significance in relation to the overall nature of the work or they appear so rarely that they have no significance in relation to the overall nature of the work

3) the work one of them performs is of equal value as that performed by another, taking into account criteria such as qualifications, skills, responsibilities and conditions under which the work is performed and whether the work is of manual nature or not.

(4) Within the meaning of paragraph 1 of this Article, remuneration shall mean a basic or minimum salary plus any additional benefits of any kind paid by the University to the female or male employee for the work performed, either directly or indirectly, in cash or in kind, under an employment contract, special law, collective agreement or any other laws and regulations.

(5) Any provision in a special law, employment contract, a collective agreement, or any other legal act contrary to paragraph 1 of this Article shall be null and void.

Payment of remuneration and compensation

Article 67

- (1) Remuneration shall be paid after the work has been performed.
- (2) Remuneration and compensation shall be paid in money.
- (3) Unless otherwise provided for by the collective agreement or employment contract, remuneration and compensation for the previous month shall be paid no later than within the fifteenth day of the current month.
- (4) Within the meaning of the Act and this Regulation, remuneration and compensation means a remuneration and compensation in gross amount.

Documentation on remuneration, compensation and severance pay

Article 68

- (1) The University shall be obliged to hand over to the employee a payroll account, no later than 15 days after the remuneration, compensation or severance pay is paid, evidencing the method of determining these amounts.
- (2) The University which fails to make the payment of remuneration, compensation or severance pay within their due dates, or which fails to pay them in the full amount, shall be obliged to provide the employee with a payroll account for the amounts he was required to pay, by the end of month in which the payment of remuneration, compensation or severance pay was due.
- (3) The payroll accounts referred to in paragraph 2 of this Article shall be instruments permitting enforcement.

Entitlement to remuneration increase

Article 69

The employee shall be entitled to an increased remuneration for arduous working conditions, overtime and night work, and for work on Sundays, holidays, and on other days that are not working days according to the law.

Compensation

Article 70

- (1) The employee shall be entitled to compensation for periods in which he does not work due to legitimate reasons established by law, regulations or administrative provisions, collective agreement or employment contract.
- (2) The period referred to in paragraph 1 of this Article that is subject to compensation at the expense of the University shall be established by law, regulations or administrative provisions, collective agreement or employment contract.
- (3) The employee shall be entitled to compensation during the period of work interruption due to the fault of the University or due to other circumstances beyond the employee's responsibility.
- (4) The employee who refuses to work due to non-compliance with the laws and regulations on protection of the safety and health of workers shall be entitled to compensation

for the period until the prescribed measures are implemented, unless the worker has been assigned to other comparable position during this period.

(5) The employee is entitled to compensation in accordance with a specific Ordinance.

Prohibition of offsetting

Article 71

(1) The University may not, without the employee's consent, settle his claims against the employee by withholding payment of remuneration or compensation, or a part thereof.

(2) The employee may not give his consent referred to in paragraph 1 of this Article prior to the occurrence of claims.

Protection of remuneration against forced execution

Article 72

Employee's remuneration or compensation may be subject to forced execution under specific provisions.

II.10. INVENTIONS AND TECHNICAL INNOVATIONS CREATED BY WORKERS

Article 73

(1) The employee shall be obliged to inform the University on his invention created at the workplace or in relation to work

(2) The information about the invention referred to in paragraph 1 of this Article shall be covered by the employee's obligation on business secrecy and he may not disclose it to third parties without the University's agreement.

(3) Any invention referred to in paragraph 1 of this Article shall be the property of the University, and the employee shall be entitled to a reward established by collective agreement, employment contract or special agreement.

(4) Where the award is not established in a manner referred to in paragraph 3 of this Article, the court shall establish an adequate reward.

Article 74

(1) Where the employee's invention is created neither at the workplace nor in relation to the work, but is rather connected with the University's economic activity, the employee shall be obliged to inform the University thereon and make a written offer to the University concerning the assignment of invention rights.

(2) The University shall be obliged to respond to the employee's offer from paragraph 1 of this Article within one month.

(3) The provisions of statutory pre-emption rights shall apply accordingly to the assignment of invention rights referred to in paragraph 1 of this Article.

Article 75

(1) Where the University agrees to apply a technical innovation suggested by the employee, the University shall be obliged to pay the employee the reward established by collective agreement, employment contract or special agreement.

(2) Where the award is not established in a manner referred to in paragraph 1 of this Article, the court shall establish an adequate reward.

II.11. BAN OF COMPETITION BETWEEN WORKER AND HIS EMPLOYER

Article 76

(1) Without the University's agreement, the employee may not on his own account or on the account of third parties enter into business transactions in the field of economic activity pursued by the University (legal ban of competition)

(2) If the employee fails to comply with the ban referred to in paragraph 1 of this Article, the University may either claim indemnification for damage or require that the business transaction be considered concluded on its account, i.e. that the employee transfers to the University any profit earned from such transaction or any claims resulting from this transaction.

(3) The University's right referred to in paragraph 2 of this Article shall cease to exist three months after the date on which the University learnt that the business transaction had been concluded, and in any case five years after the date on which the transaction was concluded.

(4) If, at the time of commencement of employment, the University was aware of the fact that the employee was engaged in certain business activities, and did not require from the employee to stop engaging in such activities, it shall be deemed that the University gave the employee approval for performing such activities.

(5) The University may revoke the approval referred to in paragraphs 1 and 4 of this Article, in compliance with the time limit, prescribed or contracted, for notice of dismissal.

Article 77

(1) The University and the employee may establish in their contract a period of time following the termination of employment contract, during which the employee shall not be allowed to take employment with the University's market competitor or to enter into business transactions, on his account or on the account of third parties, which are regarded as competition to the University (contractual ban of competition).

(2) The contract referred to in paragraph 1 of this Article may not be concluded for a period exceeding two years after the date of termination of the employment relationship.

(3) The contract referred to in paragraph 1 of this Article may be an integral part of the employment contract.

(4) The contract referred to in paragraph 1 of this Article shall be concluded in writing.

(5) The contract referred to in paragraph 1 of this Article shall not be binding on the employee if the purpose of the contract is not to protect the legitimate business interests of the University or if, taking into account the area, time and aim of the ban in relation to the legitimate business interests of the University, the contract disproportionately limits the work and promotion of the employee.

(6) The contract referred to in paragraph 1 of this Article shall be null and void if concluded by a minor employee or an employee who, at the time the contract is concluded, is receiving remuneration below the average salary in the Republic of Croatia.

(7) In the case from paragraph 6 of this Article, the University may not invoke the nullity of contractual ban of competition.

Article 78

(1) Unless otherwise stipulated by the Act for a specific case, the contractual ban of competition shall be binding on the employee only where the University is contractually committed to compensate the employee for the duration of the ban in the amount of at least a half of average salary paid to the employee in the period of three months prior to the termination of employment contract.

(2) The University shall be obliged to pay the allowance from paragraph 1 of this Article until the 15th day of the current month for the previous month.

(3) Where a portion of the employee's remuneration is intended to cover specific costs of work, the allowance may be proportionately reduced.

Article 79

(1) Where the employee terminates his employment contract by means of extraordinary notice on the grounds of University's serious breach of the employment contract obligation, the contractual ban of competition shall cease to apply to the employee who within a month after the termination of employment contract gives a written statement that he does not consider himself bound by this contract.

(2) The contractual ban of competition shall cease to apply if the University terminates the employment contract without having just cause under the Act, unless the University notifies the employee, within fifteen days of the termination of the contract, that it shall pay the employee, for the duration of the contractual ban of competition, the allowance referred to in Article 78 of this Regulation.

Article 80

(1) The University may surrender contractual ban of competition provided that it informs the employee thereon in writing.

(2) In the case referred to in paragraph 1 of this Article, the University shall not be liable to the allowance referred to in Article 78 of this Regulation after the expiry of three month period of the day of submitting to the employee the written statement surrendering contractual ban of competition.

Article 81

(1) Non-compliance with the contractual ban of competition may be subject to contractual sanction.

(2) Where only a contractual sanction has been provided for the case of non-compliance with contractual ban of competition, the University may, in accordance with general provisions of the law of civil obligations, require only the settlement of this sanction rather than the fulfilment of the obligation or a compensation for greater damages.

(3) The contractual sanction referred to in paragraph 1 of this Article may also be determined if the University does not undertake to pay an allowance for the duration of the contractual ban of competition, provided that at the moment of the conclusion of such an employment contract the employee was receiving a salary exceeding the average salary in the Republic of Croatia.

II.12. INDEMNIFICATION

Article 82

(1) The employee, who, either intentionally or due to gross negligence, causes the University to suffer damage at the workplace or in relation to the work, shall be obliged to indemnify the University for such damage.

(2) In the case of damage caused by several employees, each employee shall be held liable for the part of the damage that he caused.

(3) Where it is not possible to determine which part of the damage each employee caused, all employees shall be held equally liable, and they shall equally bear the compensation for damages.

(4) Where several employees committing a premeditated criminal offence cause the damage, they shall be held jointly liable for the damage caused.

Article 83

(1) Should the valuation of damage entail disproportionate costs, the amount of indemnification for certain harmful acts may be determined in advance.

(2) The harmful acts and indemnification referred to in paragraph 1 of this Article may be provided for in collective agreement or general act.

(3) Where the damage caused by harmful action from paragraph 2 of this Article exceeds the foreseen indemnification, the University shall be allowed to claim indemnity equivalent to the damage actually suffered and assessed.

Article 84

The employee who, at the workplace or in relation to the work, either intentionally or due to gross negligence, causes damage to a third party indemnified by the University, shall be obliged to compensate the University for the indemnification paid to the third party.

Article 85

Collective agreement or general act of the University may contain provisions regulating the conditions and the method of limiting the employee's liability to indemnify, including the exemption of the employee from liability to indemnify against damages.

Article 86

(1) In the case of any damage caused to the employee at the workplace or in relation to his work, the University shall be obliged to indemnify the employee in accordance with the general provisions of the law of civil obligations.

(2) The indemnification right referred to in paragraph 1 of this Article shall also apply to any damage caused by the University to the employee on the grounds of violation of his rights arising from employment relationship.

II.13. TERMINATION OF EMPLOYMENT CONTRACTS

Article 87

The employment contract shall be terminated:

- 1) upon the death of the employee
- 2) upon the death of employer - natural person, upon the termination of a small business by virtue of law or the deregistration of sole trader in accordance with special legislation
- 3) upon the expiry of a fixed-term employment contract
- 4) when the employee reaches the age of 65 and 15 years of entitlement for retirement pension, unless otherwise agreed upon between the University and the employee
- 5) by means of agreement between the employee and the University
- 6) upon the submission of a legally valid decision confirming the entitlement to disability pension due to permanent incapacity for work
- 7) by means of a notice of dismissal
- 8) based on a decision of a competent court.

Article 88

The employment contract termination agreement shall be concluded in writing.

Article 89

Both the University and the employee shall be allowed to terminate the employment contract.

Regular notice of dismissal

Article 90

(1) The University shall be allowed to terminate the employment contract for legitimate reasons by giving either the statutory notice or the notice stated in the contract of employment (regular notice of dismissal), in the following cases:

- 1) where the need to perform certain work ceases due to economic, technological or organisational reasons (business conditioned cancellation)
- 2) where the employee is not able to fulfil his obligations from the employment relationship due to his specific permanent characteristics or capacities (dismissal on personal grounds)
- 3) the employee violates his obligations from the employment relationship (dismissal due to the employee's misconduct), or
- 4) the employee did not satisfy during probationary period (dismissal due to incompetence during probationary period).

(2) When making a decision about a business conditioned cancellation, the University shall take into account the employee's tenure, age and his maintenance obligations.

(3) The employee shall be allowed to terminate the employment contract subject to either the statutory notice period or the notice stated in the contract of employment, without specifying any reasons for doing so.

(4) University, which has dismissed the employee due to business reasons, shall not employ another employee at the same post during the period of six months of the date of giving notice of dismissal.

(5) Should within the period referred to in paragraph 4 of this Article a need for employment for the same work arise, the University shall be obliged to offer an employment contract to the employee it has dismissed due to business reasons.

Extraordinary notice of termination

Article 91

(1) Both the University and the employee shall have a just cause to terminate the employment contracts of indefinite duration or fixed-term employment contracts without observing the statutory notice or the notice stated in the contract (extraordinary notice of termination) where the continuation of employment relationship is regarded as impossible due to a severe breach of obligations from the employment relationship or any other fact of critical importance, and recognising all the circumstances or interests of both contracting parties.

(2) The employment contract may be subject to an extraordinary notice of termination solely within 15 days of the date when the party concerned gained knowledge of the fact constituting the grounds for extraordinary notice of termination.

(3) A party to the employment contract that, in the case referred to in paragraph 1 of this Article, gives an extraordinary notice of termination shall have right to claim indemnity for the damage caused by the breach of the obligations from the employment contract.

Unfair dismissal

Article 92

(1) Temporary absence from work due to illness or injury shall not constitute a just cause for terminating the employment contract.

(2) An appeal or civil action, or participation in a proceeding against the University due to violation of laws, regulations or administrative provisions, collective agreement or this Regulation, or the employee's approach to the competent state authorities shall not constitute a just cause for terminating the employment contract.

(3) The employee's approach to the competent persons or state authorities on the grounds on reasonable suspicion of corruption or his report in good faith on the said suspicion shall not constitute a just cause for terminating the employment contract.

Termination of fixed-term employment contract

Article 93

A fixed-term employment contract may be terminated by means of regular notice only if such an option is provided for by the contract.

Dismissal procedure

Article 94

(1) Prior to giving regular notice of dismissal due to the employee's misconduct, the University shall be obliged to alert the employee in writing to his obligations arising from the employment contract indicating possible dismissal should the breach of obligations persist, unless circumstances exist due to which the University cannot be reasonably expected to do so.

(2) Prior to giving a regular notice of dismissal or extraordinary notice of termination due to the employee's misconduct, the University shall be obliged to give the employee an opportunity to present his defence, unless circumstances exist due to which the University cannot be reasonably expected to do so.

Form, explanation and service of notice of dismissal

Article 95

- (1) The notice of dismissal shall be in writing.
- (2) The University shall explain in writing the reasons for dismissal.
- (3) The notice of dismissal shall be handed over to the person it pertains to.

Period of notice

Article 96

(1) The notice shall begin as on the date of notice of termination of the employment contract.

(2) The notice shall be suspended during pregnancy, maternity, parental or adoption leave, half-time work, part-time work due to intensive childcare, leave of pregnant or breastfeeding employee, and during leave or part-time work due to having to take care of a child with severe developmental disabilities, under specific provisions, as well as in the case of temporary incapacity for work during treatment or recovery from injury at work or an occupational disease, and during service in national defence forces.

(3) The notice shall be suspended during the period of temporary incapacity for work.

(4) In the case of suspension of notice due to temporary incapacity for work, the employee's employment relationship shall be terminated at the latest on expiry of six months after the date of notice of termination of the employment contract.

(5) Unless otherwise provided for in collective agreement, this Regulation or employment contract, the notice shall not be suspended during annual and paid leave, and the period of temporary incapacity for work of the employee released by the University from obligation to work during the notice period.

Minimum notice period

Article 97

(1) In case of regular notice of dismissal, the notice period shall be a minimum of:

- 1) two weeks, for less than one year of tenure at the University,
- 2) one month, for one year of tenure at the University,
- 3) one month and two weeks, for two years of tenure at the University,
- 4) two months, for five years of tenure at the University,
- 5) two months and two weeks, for ten years of tenure at the University, and
- 6) three months, for twenty years of tenure at the University.

(2) For the employee with twenty years of tenure at the University, the period of notice referred to in paragraph 1 of this Article shall be increased by two weeks if the employee has reached the age of 50 or by one month if the employee has reached the age of 55

(3) In case of termination of the employment contract due to the breach of obligations arising from the employment relationship (dismissal due to the employee's misconduct) the period of notice shall be two times shorter than the notice periods established in paragraphs 1 and 2 of this Article.

(4) The University shall be obliged to pay compensation and recognise all other rights to the employee released from the obligation to work during the notice period, as if he had worked until the expiry of notice period.

(5) During the notice period the employee shall be entitled to be absent from work for at least four hours a week, for the purpose of seeking for new employment.

(6) In case of termination of the employment contract by the employee, a shorter notice period for the employee than for the University, compared to the period provided for in paragraph 1 of this Article, may be laid down by collective agreement or employment contract.

(7) Where the employment contract is terminated by the employee for a serious reason, the period of notice may not exceed one month.

Dismissal with the offer of alternative employment

Article 98

(1) The provisions of this Regulation on dismissal shall also apply to the termination of contract by the University concurrently with its offer to the employee to conclude an employment contract under different terms (dismissal with the offer of alternative employment).

(2) If in the situation referred to in paragraph 1 of this Article the employee agrees to accept the University's offer, he shall retain the right to challenge the permissibility of such termination of the contract before a competent court.

(3) The employee must provide feedback concerning the offer of alternative employment within the time limit determined by the University, which may not be shorter than eight days.

(4) In case of dismissal referred to in paragraph 1 of this Article, the time limit for judicial protection of the rights arising from employment in accordance to the Act takes effect as of the date of the employee's refusal of the offer of alternative employment, or, if the employee fails to provide the feedback or fails to provide it within the time limit, as of the date of expiry of the time limit for the feedback as determined by the University.

Reinstatement option for the worker following unfair dismissal

Article 99

(1) Where the court establishes that a dismissal was not permissible and that employment was not terminated, it shall order the University to reinstate the employee.

(2) The employee who has challenged the permissibility of dismissal may move the court to issue an interim measure ordering his reinstatement pending a final judicial decision on the merits.

Judicial cancellation of employment contracts

Article 100

(1) When the court establishes unlawfulness of the dismissal effected by the University, and the employee finds it unacceptable to resume the employment relationship, the court shall, upon the employee's request, determine the date of termination of employment and award him an indemnity in an amount not less than three and not more than eight

statutory or contracted monthly salaries that were paid to the employee over the preceding three months, depending on the tenure, age and maintenance obligations of the employee.

(2) The court may also render the decision referred to in paragraph 1 of this Article at the request of the University, if there are circumstances that reasonably demonstrate that, in view of all the circumstances and interests of both contracting parties, the continuation of employment relationship is not possible.

(3) Both the University and the employee may file a request for the cancellation of employment contract in the manner referred to in paragraphs 1 and 2 of this Article, until the conclusion of the hearing before the court of first instance.

Severance pay

Article 101

(1) When the University dismisses the employee following a two-year tenure, and unless dismissal is given due to the employee's misconduct, the employee shall be entitled to severance pay in an amount determined on the basis of the employee's tenure at the University.

(2) Severance pay for each year of tenure at the University must not be agreed upon or determined in an amount lower than one-third of the average monthly salary earned by the employee in a period of three months prior to the termination of the employment contract.

(3) Unless otherwise provided for by the law, collective agreement, or employment contract, the aggregate amount of severance pay referred to in paragraph 2 of this Article may not exceed six average monthly salaries earned by the employee in a period of three months preceding the termination of the employment contract.

Collective redundancies

Article 102

(1) University, which in the period of 90 days might have at least 20 redundancies, out of which at least 5 employment contracts would be terminated due to business reasons, shall be obliged to begin consultations with the trade union representative in good time and in the manner laid down by the Act and this Regulation, with a view to reaching an agreement aimed at avoiding redundancies or reducing the number of employees affected.

(2) The procedure of collective dismissal shall be conducted as laid by the Act.

Certificate on employment and return of documents

Article 103

(1) At the employees's request, the University shall be obliged to issue a certificate on the type of works performed by the employee and the length of employment.

(2) In case of employment termination, the University shall be obliged to return all the documents to the employee within 15 days as of the termination date, including the copy of the employee's deregistration from mandatory pension and health insurance schemes, and to issue a certificate on the type of works performed by the employee and the length of employment.

(3) The certificate referred to in paragraphs 1 and 2 of this Article may not contain any information indicated by the University which could adversely influence the employee's concluding a new employment contract.

II.14. BREACH OF OBLIGATIONS ARISING FROM EMPLOYMENT

Article 104

Breach of obligations arising from employment can be serious and minor.

Article 105

(1) Minor breaches of obligations arising from employment are those that do not mean the continuation of the employment relationship is not possible.

(2) Minor breaches of obligations arising from employment are the following:

- unduly arriving late to work or improper abandonment of the workplace during working hours,
- untimely notification of a direct superior of the inability to come to work,
- untimely notification of a direct superior of the inability to perform a certain work,
- failure to inform a direct superior within a maximum of 3 (three) days of the occurrence of temporary incapacity for work, or within the same period, the failure to deliver a medical certificate of temporary inability to work and its expected duration,
- negligence of tools entrusted to the employee for the performance of a work,
- refusal of cooperation with other employees in joint performance of work,
- failure to submit a travel order for calculation within 5 (five) days after the trip has ended
- all of the actions of an employee contrary to the provisions of the Act, this Regulation, other acts of the University or the employment contract, which, due to their nature are not such to make the continuation of the employment relationship not possible.

Article 106

(1) Serious breaches of obligations arising from employment are the following:

- failure to comply with general acts and decisions of the competent authorities of the University,
- abuse of power or exceeding authority,
- abuse of workplace or authority within the jurisdiction of a particular job for obtaining personal or material gain,
- continuous failure to perform works or extremely negligent and irregular performance of works entrusted to the employee or determined by the employment contract,
- disclosure of a business secret,
- unjustified absence from work for more than 2 (two) days in 1 (one) month,
- illegal disposition of assets and resources of the University,
- failure to comply with the provisions on University assets insurance from fire, natural disasters, etc.,
- causing substantial material damage intentionally or by gross negligence or failure to act, which caused material damage,

- any type of discrimination based on race, religion, national or ethnic origin, gender or sexual orientation of employees,
- harassment and sexual harassment,
- repetition of minor breaches of obligations from the employment relationship more than 2 (two) times within 2 (two) years
- arriving to work and performance of assignments under the influence of drugs or alcohol and consuming them during working hours,
- violation of work discipline, which interferes with the process of work or relationships between employees,
- all of the actions of an employee contrary to the provisions of the Act, this Regulation, other acts of the University or the employment contract with the following consequences: endangering of safety, life, property or harming the University, its reputation or interference with the work process.

(2) All this may be grounds for termination of employment as provided for by the Act and this Regulation.

(3) If any of the breaches referred to in Articles 105 and 106 is determined as a disciplinary action by the Ordinance on Disciplinary Responsibility of Teachers and Associates of the Josip Juraj Strossmayer University of Osijek and a disciplinary measure is provided, proceedings against teachers and associates shall be conducted pursuant to the Ordinance mentioned in this paragraph, except in case of extraordinary notice of termination.

II.15. EXERCISE OF THE RIGHTS AND OBLIGATIONS ARISING FROM EMPLOYMENT

Article 107

All decisions regarding the exercise of the rights and obligations arising from employment relationship shall be made by the Rector or a person authorized by the Rector by virtue of written power of attorney.

Article 108

The civil procedure provisions on the service of communications shall apply accordingly to the service of decisions on the termination of employment contracts and decisions made in the procedures referred to in Article 106 of this Regulation, unless the service of communication procedure is provided for by collective agreement.

Article 109

(1) The employee who considers that the University has violated any of his rights arising from employment may require from the University the exercise of this right within fifteen days following the receipt of a decision violating this right, or following the day when he gained knowledge of such violation.

(2) If the University does not meet the employee's request referred to in paragraph 1 of this Article within fifteen days, the employee may within another fifteen days seek judicial protection before the court having jurisdiction in respect of the right that has been violated.

(3) An employee who has failed to submit a request referred to in paragraph 1 of this Article, may not seek judicial protection before the competent court, except in the case of the employee's claim for indemnification for damages or another financial claim pertaining to the employment.

(4) When the laws, regulations or administrative provisions, or collective agreement provide for an amicable dispute resolution, the deadline of fifteen days for filing a request with the court starts as of the date when the procedure for such resolution ended.

(5) The provisions of this Article shall not apply to the procedure for the protection of employee's dignity referred to in Article 110 of this Regulation.

(6) Unless otherwise provided for by the Act or any other law, the competent court within the meaning of this Regulation shall be the court that has jurisdiction over labour disputes.

Article 110

(1) The procedure and measures for the protection of employees' dignity from harassment or sexual harassment shall be regulated by this Regulation.

(2) The University shall be obliged to appoint a person who would, in addition to him, be authorised to receive and deal with complaints related to the protection of the employees' dignity.

(3) The University or person referred to in paragraph 2 of this Article shall within a maximum of eight days from the day of filing the complaint, examine the complaint and take all the necessary measures appropriate for a particular case, to stop the harassment or sexual harassment, if he has established that harassment has taken place.

(4) Where the University fails to take measures for the prevention of harassment or sexual harassment within the time limit referred to in paragraph 3 of this Article, or if the measures taken are clearly inappropriate, the employee who is a victim of harassment or sexual harassment shall have the right to stop working until he is ensured protection, provided that he sought protection in the court that has jurisdiction, within the following eight days.

(5) If there are circumstances under which it is not reasonable to expect that the University will protect an employee's dignity, the employee shall not be obliged to file a complaint with the University and shall have the right to stop working, provided that he sought protection before the competent court and notified the employer thereof, within eight days of the date of work interruption.

(6) During the period of interruption of work referred to in paragraphs 4 and 5 of this Article, the employee shall be entitled to remuneration in the amount he would have earned if he had actually worked.

(7) In the event of a valid judicial decision ruling that the employee's dignity was not violated, the University may request the refund of remuneration referred to in paragraph 6 of this Article.

(8) All information collected in the procedure for the protection of employees' dignity shall be confidential.

(9) The employee's behaviour constituting harassment or sexual harassment shall be regarded as the breach of obligations arising from employment.

(10) The employee's resistance to the behaviour constituting harassment or sexual harassment shall not be regarded as the breach of obligations arising from employment and must not be grounds for discrimination against the employee.

Article 111

(1) In the event of an employment-related dispute, the burden of proof shall lie with the person claiming the violation of his rights arising from employment relationship or the

person initiating the dispute, unless otherwise provided for by the Labour Act or any other law

(2) In the event of a dispute related to the discrimination of the employee on the grounds of the employee's approach to the competent persons or state authorities due to reasonable suspicion of corruption or his report in good faith on the said suspicion, which resulted in the violation of employee's rights arising from employment, and where the employee presents a reasonable case of him being discriminated and of violation of his rights arising from employment, the burden of proof shall lie with the University, which must prove the non-discrimination of the employee and non-violation of his rights arising from employment.

(3) In the event of a dispute related to the employment contract termination, the burden of proving justified reasons for the termination shall lie with the University, where the termination was effected by the University; the burden of proof shall lie with the employee only where the termination of employment contract was effected by the employee by means of an extraordinary notice of termination.

(4) In the event of a dispute related to working time, the burden of proof shall lie with the University, if it fails to keep records referred to in this Regulation.

Article 112

(1) In the event of transfers of undertakings, businesses or parts of undertakings or businesses, retaining their economic integrity, to a new employer, as a result of the change of status or a legal transaction, all contracts of employment of the employees employed with the undertaking or part of undertaking being transferred, or of those who are connected with the business or part of business being transferred, are transferred to the new employer, pursuant to provision of the laws regulating this matter.

(2) The provisions of the Act shall be applied appropriately to both institutions and other legal entities.

Consent of the trade union to the University's decision

Article 113

(1) Where the University requested consent to his decision from the trade union or trade union representative, they shall be obliged to respond within eight days as of the date of request, either by granting or denying such consent, unless otherwise laid down by this Regulation for a specific case.

(2) If the trade union or a trade union representative fail to respond to the University's request within the time limit referred to in paragraph 1 of this Article, either by granting or denying their consent, they shall be presumed to have consented to the University's decision.

Statute of limitations for claims arising from employment relationships

Article 114

Unless otherwise laid down by the Labour Act or any other law, the period of statute of limitations for the claims arising from employment relationship shall be five years.

III. PARTICIPATION OF WORKERS IN DECISION-MAKING

Article 115

Employees employed at the University shall have the right to take part in decision-making on issues related to their economic and social rights and interests, in the manner and under the conditions prescribed by the Labour Act.

IV. FINAL PROVISIONS

Article 116

Provisions of the Labour Act, other laws, collective agreement and other general acts of the University shall be applied to all other issues related to employment relationship not prescribed by this Regulation.

Article 117

If there no works council is founded at the University, the trade union representative shall take over all rights and obligations of a works council as prescribed by the Labour Act.

Article 118

Work Regulations of June 30th, 2010 shall cease to apply with the entry into force of this Regulation.

Article 119

This Ordinance shall enter into force eight days after its announcement on the University notice board.

RECTOR

Prof. Željko Turkalj, PhD

Union trade representative of the Independent Union of Research and Higher Education from the Union branch of Josip Juraj Strossmayer University of Osijek gave his consent to this Regulation on January 23rd, 2015.

These Work Regulations were announced on the University notice board on January 23rd, 2015 and entered into force on February 4th, 2015.

ACADEMIC SECRETARY

Zdenka Barišić, LLM

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