

Pursuant to Article 125, paragraph 1 of the Labour Law (Official Gazette nos. 149/09, 61/11) (hereinafter: the Law), the Dean of the Faculty of Organization and Informatics in Varaždin, after consultation with the Trade Union commissioner, in accordance with Article 152, paragraph 3 of the Law (hereinafter: the Faculty) and the proposal of the Faculty Council of 20 November 2012, the amendments to the Rulebook on Work of 28 April 2015, the Decision of 15 December 2015 and the Decision on amendments to the Rulebook on Work of 20 June 2017, on 26 June 2017, issued the consolidated text of the Rulebook on Work of the Faculty of Organization and Informatics

## **RULEBOOK ON WORK** **(Consolidated text)**

### **I. BASIC PROVISIONS**

#### **Article 1**

- (1) This Rulebook regulates salaries, organization of work and other issues related to work that are important for the employees employed by the Faculty as the Employer.
- (2) The Rulebook shall apply directly to all employees of the Faculty.
- (3) The terms for physical entities in this Rulebook that are used in the masculine form shall have a gender-neutral meaning and shall apply equally to women and men.

#### **Article 2**

In the case where the provisions of the employment contract indicate that certain provisions of this Rulebook should be applied, these provisions of the Rulebook shall become an integral part of the employment contract.

#### **Article 3**

Each employee shall be obliged by the employment contract to perform the assumed tasks conscientiously and professionally, according to the instructions of the Faculty, i.e. authorized persons of the Faculty, in accordance with the nature and type of work, and the provisions of the Regulations on Internal Organization and Organization of Employment Positions at the Faculty.

### **II. CONCLUDING THE EMPLOYMENT CONTRACT**

#### **Establishing the employment relationship**

#### **Article 4**

The employment relationship shall be established by concluding the employment contract.

#### **Article 5**

- (1) The decision on the need to employ employees shall be made by the Dean with the consent of the Faculty Council for workers concluding the employment contract for associate, scientific-teaching or teaching positions.
- (2) The decision on the need to employ employees other than teaching staff shall be made by the Management Board at the proposal of the heads of other organizational units.

### **Article 6**

- (1) For establishing the employment relationship at the Faculty of Organization and Informatics vacancies shall be publicly announced.
- (2) Vacancies shall be published in accordance with the Law and the Collective Agreement.

### **Article 7**

The vacancies referred to in the previous Article do not have to be announced in cases defined by the Law and the Collective Agreement.

### **Article 8**

- (1) After the announcement of the vacancy, the election does not have to be made, but in that case a decision on the annulment of the vacancy announcement shall be made.
- (2) The decision on the annulment of the vacancy announcement shall also be made in the case when no candidate has applied for the vacancy, or if the applied candidates do not meet the prescribed conditions for employment.

### **Article 9**

- (1) Before a decision on the election is made, the professional and occupational abilities of the candidate may be verified.
- (2) Verification of the candidate's abilities shall be performed by an authorized person or the election committee, who shall be appointed by the Dean.
- (3) The verification may be carried out through an interview, written assignment, test, or in another appropriate manner.

### **Article 10**

The employment contract shall be concluded in writing in accordance with the provisions of the Labor Law.

## **Conditions for concluding the employment contract**

### **Article 11**

- (1) Regarding the conditions for concluding employment contracts, the provisions of the Labour Law, the Law on Scientific Research Activity, and other regulations related to the work of higher education institutions shall apply.

## **Jobs and conditions for execution of job-related tasks**

### **Article 12**

- (1) Each employment position shall have its title and necessary conditions for performing the tasks relating to a particular position, and a corresponding complexity group (complexity coefficient), in accordance with the Law on Salaries in Public Services, the Regulation on Job Titles and Job Complexity Coefficients, and the Regulations on Internal Organization and Organization of Employment Positions at the Faculty.

### **Article 13**

- (1) The number of necessary employees in a particular employment position shall be determined by the Faculty in accordance with the Regulations on Internal Organization and Organization of Employment Positions at the Faculty.

(2) Depending on the need of work, fixed-time work shall be approved by the Dean in accordance with the provisions of the Statute of the Faculty.

(3) Temporary and casual employment for a fixed period of time related to contracts for work on the projects of the Faculty shall be approved without regard to the Regulations on Internal Organization and Organization of Employment Positions at the Faculty.

## **Place of work**

### **Article 14**

Employees shall perform job-related tasks determined by the Regulations on Internal Organization and Organization of Employment Positions at the Faculty in places where the Faculty performs its registered activity, which is not necessarily the seat of the Faculty.

### **Article 15**

(1) In case of need of work or for other important reasons, the employee may, in accordance with his or her title and qualifications, based on the decision of the Faculty, be assigned to another place of work where the Faculty performs its activities.

(2) The assignment to work referred to in the preceding paragraph shall not be considered as a change of an employment position but as a change in the place of execution of the tasks determined by the employment contract.

### **Article 16**

(1) When concluding an employment contract, probationary work may be agreed upon in the contract.

(2) The duration of probationary work referred to in paragraph 1 of this Article shall be a maximum of six months.

(3) Probationary work shall be prescribed to determine whether the employee has the professional and occupational skills necessary to perform the tasks of the position for which he or she concludes the employment contract.

(4) The duration of the probationary work shall be determined by the employment contract, under which it may last a maximum of:

- one month for grade IV employment positions, for which a lower professional qualification or finished primary school only shall be a general condition

- two months for grade III employment positions, for which finished secondary education shall be a general condition

- three months for grade II employment positions, for which a higher professional qualification is a general condition

- six months for grade I employment positions, for which a high professional qualification acquired according to previously applicable regulations, that is, finished undergraduate and graduate university study or integrated undergraduate and graduate university study shall be a general condition.

5) An employee who has not satisfactorily completed probationary work shall have his or her employment relationship terminated by dismissal. If probationary work has been agreed in the contract, the notice period shall be 7 days. Notification on dismissal must be delivered no later than the last day of the probationary period and must be in writing and reasoned.

(6) If the employee was absent for at least 10 days, the probationary period may be exceptionally extended for objective reasons for the duration of time equivalent to the time that the employee was absent.

## **Employment contract for an indefinite period of time**

### **Article 17**

- (1) The employment contract shall be concluded for an indefinite period of time unless otherwise stipulated by the Labour Law.
- (2) The employment contract for an indefinite period of time shall be binding on the parties until one of them cancels it or until it ceases to apply in some other way provided by law.
- (3) If the employment contract does not specify the period for which the employment contract was concluded, it shall be deemed that it has been concluded for an indefinite period of time.

## **Fixed-term employment contract**

### **Article 18**

- (1) An employment contract may, when there is a real and important reason for doing so, exceptionally be concluded for a fixed period of time in accordance with the provisions of the Labour Law.

### **Article 18a**

- (1) Persons employed in associate positions that are financed by the state budget shall have their fixed-term employment contract extended for the duration of time equivalent to the duration of their maternity and/or parental leave, sick leave that was longer than three months, performance of a public office or duty and other justified cases provided for by law, Collective Agreement or a general act of the scientific organization.
- (2) Persons referred to in paragraph 1 of this Article may also have their employment contract extended due to the increased teaching load and execution of other obligations that are important for the Faculty (for example, work on the projects of the Faculty, mentoring students, etc.) for a maximum of one academic year.
- (3) The Faculty shall extend the employment contract to an employee who does not defend his or her doctoral thesis within the prescribed period if the thesis is submitted and registered at least three months before the expiry of the prescribed deadline.
- (4) The employment contract referred to in paragraph 3 of this Article shall be extended until the end of the defence procedure but for no longer than 6 months.

## **III. FUNDAMENTAL RIGHTS AND OBLIGATIONS ARISING FROM THE EMPLOYMENT RELATIONSHIP**

### **Article 19**

- (1) The employer shall be obliged to assign the employee to the jobs for which he or she has been admitted to employment.

### **Article 20**

- (1) The employee shall have to perform the assigned tasks personally, on time, conscientiously and professionally, adhering to the regulations and rules of the profession, without using them for personal gain, in accordance with the principle of publicity.
- (2) The employee shall have to use new knowledge in his or her work and work on the acquisition and application of the latest professional achievements within his or her profession, and for this purpose should continuously professionally develop him or herself in accordance with the possibilities available and needs of work.

### **Article 21**

- (1) The superior employee shall be obliged to organize the work process in the organizational part that he or she manages, in accordance with the regulations and general acts of the Faculty, and the instructions of the Dean and authorized employees, in accordance with the nature and type of work.
- (2) The superior employee referred to in paragraph 1 of this Article shall be responsible, within the limits of his or her authority, for the quality execution of tasks in his or her organizational unit.
- (3) The superior employee referred to in paragraph 1 of this Article shall file a complaint to establish a violation of work obligation for which there is a reasonable suspicion that it was committed by an employee of his or her organizational unit.

### **Article 22**

- (1) The employee shall be obliged to execute the orders of the superior employee.
- (2) The employee shall be authorized to make a written remark to the person who issued the order if he or she considers that the order is illegal, contrary to the rules of the profession, or if he or she assesses that the execution of the order may cause greater damage. The employee shall be obliged to execute a repeated order received in writing, and in such a case he or she shall be exempt from liability for the consequences of its execution.

### **Article 23**

- (1) In the event of extraordinary circumstances, the employee shall be obliged to temporarily, while these circumstances persist, perform other tasks for which he or she has not concluded the employment contract.
- (2) The following shall be in particular considered as extraordinary circumstances referred to in the previous paragraph: force majeure, replacement of an absent employee or an employee temporarily performing other tasks, performing tasks relating to a vacancy, temporary increase or decrease in the scope of work, delay in performing certain tasks, malfunction of the means of work and similar.
- (3) For the performance of other tasks referred to in paragraph 1 of this Article for a period longer than three months the consent of the employee shall be required.
- (4) The performance of the tasks referred to in paragraph 1 of this Article shall be in accordance with the qualifications of the employee if the extraordinary circumstances allow it.

## **IV. ELECTION TO TITLES**

### **Article 24**

The manner and conditions of initiating the procedure of election to scientific titles at the request of teachers of the Faculty of Organization and Informatics which are carried out at the Faculty of Organization and Informatics and at other faculties in the areas in which the Faculty of Organization and Informatics is not the home institution shall be prescribed by the provisions of this Rulebook.

### **Article 25**

(1) In accordance with the Act on Scientific Activity and Higher Education, the acquisition of a scientific title does not depend on the employment position.

(2) The scientific title shall be acquired based on a procedure initiated by a person who considers that he or she meets the conditions for election to a particular scientific title. The procedure can also be initiated by the scientific organization with which the applicant has an employment contract, which as a rule refers to the election to a scientific title after the publication of a vacancy notice at the Faculty.

(3) If the procedure for the election to a scientific title is initiated at the employee's request, and without the consent of the Department and the approval of the Management Board, the employee shall pay the costs of the election himself or herself.

(4) If the procedure for the election to a scientific title is initiated at the employee's request, and based on the consent of the Department and the approval of the Faculty's Management Board, the costs of election shall be paid by the Faculty.

### **Article 26**

The election to a scientific title referred to in the previous Article shall not oblige the Faculty to provide the employee with a position or promotion that corresponds to the election or with any financial supplements related to the aforementioned election.

## **IV. TRAINEES AND VOLUNTEERS**

### **Article 27**

(1) The rules for the status of trainees and volunteers shall be applied in accordance with the provisions of the Collective Agreement.

## **V. WORKING HOURS**

### **Full-time working hours**

### **Article 28**

(1) The length of full-time work shall be 40 hours per week.

(2) Weekly working hours shall be spread over 5 working days, from Monday to Friday.

(3) In some jobs, weekly working hours may be distributed over 6 working days, that is, from Monday to Saturday.

(4) The daily schedule of hours of work shall be decided upon through a written decision by the employer.

(5) The Faculty shall inform employees of the schedule or change in the working schedule at least one week in advance, except in the case of emergency overtime.

### **Part-time working hours**

#### **Article 29**

A part-time employment contract shall be concluded when the nature and scope of work or the organization of work does not require full-time work.

#### **Article 30**

(1) Part-time employees shall exercise the same rights as full-time employees regarding the rest between two consecutive working days, weekly rest, annual leave and paid leave.

(2) Unless otherwise stipulated by the employment contract, part-time employees shall be paid a basic salary in proportion to the working time for which they have concluded the employment relationship.

### **Reduced working hours**

#### **Article 31**

In jobs where, with the application of occupational safety measures, it is not possible to protect the employee from harmful influences, working hours shall be shortened in proportion to the harmful impact of working conditions on the health and working capacity of the employee.

### **Overtime work**

#### **Article 32**

(1) The work longer than full-time working hours shall be considered overtime work.

(2) The Faculty shall have the right to decide on the obligation to work overtime in the event of force majeure, extraordinary increase in the scope of work and other cases of extraordinary need when the worker, at the written request of the employer, shall have to work longer than full or part-time, provided that the total length of the worker's overtime work does not exceed fifty hours per week.

(3) For overtime work the provisions of the Labour Law shall be applied.

#### **Article 33**

(1) The Faculty shall be obliged to notify the employee about urgent overtime no later than one day in advance.

(2) The provision in paragraph 1 of this Article shall exceptionally not apply in the case when overtime is strictly necessary due to the onset of a natural disaster, the completion of a work process whose duration could not have been foreseen and the interruption of which would cause significant material damage, the replacement of an absent employee, as well as in other cases in which the employee shall be obliged to work overtime without prior notice.

#### **Article 34**

A pregnant woman, a parent with a child of up to 3 years of age, a single parent with a child of up to 6 years of age, a part-time worker with several employers and a worker referred to in Article 62, paragraph 3 of the Labour Law may work overtime only if their written statement of voluntary consent to overtime work has been provided.

## **Redistribution of working hours**

### **Article 35**

- (1) If, due to the increase in the volume of work in a given period, the nature of the work so requires, full-time or part-time working hours may be redistributed in such a way that during one period, which cannot exceed twelve continuous months, it lasts longer, and in the other period shorter than the full-time working hours, in such a way that the average working hours during the redistribution period do not exceed full-time or part-time working hours, respectively.
- (2) If the working hours are redistributed, they shall not exceed forty-eight hours per week during the period in which they last longer than full-time or part-time working hours, including overtime.
- (3) The decision on the redistribution of working hours shall be made by the Dean.
- (4) If an employee works part-time with two or more employers, the employee's consent shall be required for the redistribution of part-time working hours.
- (5) The work of minors in redistributed full-time working hours shall be prohibited.
- (6) A pregnant woman, a mother with a child of up to 3 years of age and a single parent with a child of up to 6 years of age may work redistributed full-time working hours only if their written statement of voluntary consent to such work has been provided.
- (7) The Faculty shall be obliged to inform employees concerned by the redistribution of working hours no later than 7 days before the start of such work.

## **Stand-by**

### **Article 36**

- (1) The time during which the employee is ready to respond to the call of the Faculty to perform tasks if such a need arises, where the employee is not located at the place where his or her work is performed or at another place designated by the employer shall not be considered working hours.
- (2) The time spent by an employee performing tasks upon the call of the Faculty shall be considered working hours regardless of whether he or she performs these tasks at a place designated by the employer or that chosen by the employee.
- (3) The need for stand-by and stand-by time shall be defined by a decision of the Management Board in each particular case. The employee shall be notified about the stand-by at least 48 hours before it begins.
- (4) The compensation for stand-by time shall be determined in the amount of 20% of the hourly rate of the employee.

## **Recording working hours**

### **Article 37**

- (1) The Faculty shall be obliged to keep records of the working hours of its employees.
- (2) The records referred to in paragraph 1 of this Article shall contain information on employees and working hours in accordance with the Ordinance on the Content and Manner of Keeping Records adopted by the competent Minister.
- (3) The records of employees referred to in paragraph 1 shall have to contain information on:
  - employees
  - working hours.



### **Article 38**

(1) The records of employee's working hours shall contain at least the following information:

- 1) the name and surname of the employee,
- 2) the day of the month,
- 3) total daily working time in hours, wherein the following shall be specified: night work, overtime, working on Sundays, holidays, non-working days established by a special regulation, delays, work interruptions and similar events due to the fault of the employer or due to other circumstances for which the worker was not accountable
- 4) hours on holidays or non-working days determined by a special regulation during which the worker does not work and, according to the regular schedule, should work, for which he or she is therefore entitled to salary compensation
- 5) hours of annual leave,
- 6) hours of temporary inability to work (sick leave),
- 7) hours of paid leave,
- 8) hours of unpaid leave,
- 9) hours of absence during the daily schedule of working hours in which the worker does not perform the contracted tasks,
- 10) hours spent on strike,
- 11) hours of lockout.

(2) If, by the decision of the employer, due to the process of work organized in shifts, full or part-time working hours are distributed unequally over weeks within a period of four months, or if the working hours are redistributed, the employer shall be obliged to indicate that in the records of working hours by stating the period of unequal distribution of working hours over weeks, or the period of the redistributed working time, and shall also be obliged to record the realized overtime hours in the event of an unequal distribution of working hours by weeks at the end of the month in which the deviation from the full-time or part-time working hours exceeded their prescribed monthly length, that is, at the end of that period, if in its course the average weekly working hours were longer than full-time or part-time working hours.

(3) In addition to the data referred to in paragraph 1 of this Article, the employer shall be obliged to keep a record of particular data on working hours on which the realization of certain rights from the employment relationship or in connection with the employment relationship that are determined by a special regulation, Collective Agreement, Rulebook on Work and employment contract depends.

(4) The Faculty shall be obliged to keep the records of working hours on its premises, i.e. at the employee's place of work.

### **Article 39**

The records referred to in Article 37 of this Rulebook shall be kept by periods of payment of salary and salary compensation and must be kept in an orderly, understandable and up-to-date manner at the end of the employee's working day, and if some of these data are not known at the end of the employee's working day, the Faculty shall be obliged to record it immediately upon acquiring this information.

### **Article 40**

(1) The Faculty shall also be obliged to adequately keep the record of particular data referred to in Article 37 of this Rulebook for employees who as managerial staff are authorized to manage the affairs of the Faculty by the statute, social contract, declaration of establishment or

other rules of the Faculty, and who independently make decisions on the organization of work and business of the Faculty.

#### **Article 41**

(1) Data on working hours shall be kept in writing on paper or in electronic form, whereby appropriate abbreviations with a clear clarification of their meaning may be used and shall be retained for at least four years.

(2) The employee shall have the right to inspect the records referred to in Article 37 of this Rulebook.

#### **Article 42**

For employees in scientific-teaching, teaching and associate positions who participate in teaching, the data on working hours shall be adjusted to the nature of their work in such a way that only standardized forms of work shall be recorded.

### **VI. BREAKS AND LEAVES**

#### **Break**

#### **Article 43**

(1) Taking rest during work (break) shall last at least 30 minutes every day.

(2) The break shall be counted in the full-time working hours.

(3) The time of taking a break shall be determined by the Dean or the person authorized by the Dean.

#### **Article 44**

In jobs where the nature of the job is such that it does not allow the interruption of work to use a break, employees who perform these jobs shall be provided with a break by taking several shorter rests, and if this is not possible, the Faculty shall enable the employee to work daily hours that are reduced for the length of the duration of the break.

#### **Daily rest period**

#### **Article 45**

(1) During each period of twenty-four hours, the worker shall be entitled to a daily rest period of at least twelve consecutive hours.

(2) The employee may not work for longer than 16 consecutive hours, except in the case of force majeure (accident, natural disaster, fire, etc.) or necessary emergency medical, social, veterinary and similar interventions.

#### **Weekly rest period**

#### **Article 46**

(1) The employee shall be entitled to a weekly rest period of 48 consecutive hours.

(2) The days for weekly rest shall as a rule be Saturday and Sunday.

(3) If it is strictly necessary for an employee to work on the day of the weekly rest, he or she shall be provided with a weekly rest period during the subsequent week.

(4) If, due to the need of work, the weekly rest period may not be used in the manner referred to in paragraph 3 of this Article, it may be used subsequently in accordance with the decision of the Faculty.

(5) The employee shall in any case have to be provided with a weekly rest period after working continuously for fourteen days.

## **Annual leave**

### **Article 47**

The right to paid annual leave shall be determined for at least four weeks in each calendar year.

### **Article 47a**

Determining the duration of annual leave

1) The duration of annual leave shall be determined in such a way that the days of annual leave are added to eighteen (18) days according to the established criteria as follows:

1. according to the complexity of work:

- |   |        |
|---|--------|
| - jobs which require a doctoral degree                                      | 5 days |
| - jobs which require a university degree or a degree of a master of science | 4 days |
| - jobs which require a college degree                                       | 3 days |
| - jobs which require a completed high school                                | 2 days |
| - other jobs  | 1 day  |

2. according to years of seniority:

- |                       |        |
|-----------------------|--------|
| - from 6 to 12 years  | 3 days |
| - from 12 to 18 years | 4 days |
| - from 18 to 24 years | 5 days |
| - from 24 to 30 years | 6 days |
| - from 30 to 36 years | 7 days |
| - over 36 years       | 8 days |

3. according to special social conditions:

- |   |        |
|---|--------|
| - parent, adoptive parent or guardian for every child of up to 15 years of age          | 2 days |
| - parent, adoptive parent or guardian of a child with severe developmental disabilities | 3 days |
| - employee with a disability  | 3 days |

4. according to work conditions:

- |  |        |
|--|--------|
| - work in jobs which imply interaction with hazard sources with regular exposure to hazard sources (25% to 50 %)                               | 3 days |
| - work in jobs which imply interaction with hazard sources with occasional exposure to hazard sources (10% to 25%)                             | 2 days |
| - work in jobs which imply interaction with hazard sources with indirect exposure to hazard sources or threat from hazard sources (up to 10 %) | 1 day  |

2) In determining the duration of annual leave, the days of weekly rest, holidays and non-working days shall not be counted.

3) The period of temporary inability to work established by an authorised physician shall not be counted in the duration of annual leave.

4) The total duration of annual leave may not exceed 30 working days.

#### **Article 48**

The days of annual leave shall not include the days of weekly rest and holidays and non-working days determined by law, as well as the period of temporary inability to work determined by an authorized physician.

#### **Article 49**

(1) The total duration of paid annual leave shall be determined in accordance with the Collective Agreement.

#### **Article 50**

(1) An employee who has been employed for the first time or experienced an interruption in employment between two employments longer than 8 days shall acquire the right to annual leave after 6 months of continuous work.

(2) Temporary inability to work, performing citizen duties in defence service or another case of justified absence from work determined by law shall not be considered as an interruption in employment within the meaning of paragraph 1 of this Article.

#### **Article 51**

(1) An employee shall be entitled to one-twelfth of the annual leave determined in the manner referred to in Article 49 of this Rulebook for each month of work completed in the case that:

- in the calendar year in which he or she established the employment relationship due to non-fulfillment of the six-month period referred to in Article 50, paragraph 1 of this Rulebook he or she has not acquired the right to annual leave
- if the employment relationship ceases before the end of the six-month period referred to in Article 50, paragraph 1 of this Rulebook
- if the employment relationship ceases before 1 July.

(2) When calculating the duration of annual leave in the manner referred to in the previous paragraph, a minimum of one-half of a day of annual leave shall be required for it to be counted as a full day of annual leave.

#### **Article 52**

(1) The employee shall have the right to use paid annual leave in two parts in agreement with the Faculty.

(2) If an employee uses annual leave in parts, he or she must use the first part of it, the length of which shall be at least 12 consecutive working days, during the calendar year for which he or she is entitled to annual leave.

(3) The second part of annual leave must be used by the employee no later than 30 June of the subsequent year.

#### **Article 53**

(1) The schedule of annual leave shall be established by the Faculty based on the needs of the organization of work, as well as the needs and wishes of employees. In this regard, the employer shall be obliged to collect the employees' proposals and consult the Trade Union representatives.

(2) The employee shall need to be informed of the schedule and duration of annual leave at least 15 days before using it.

(3) The employee shall have the right to use one day of annual leave on two respective occasions when he or she so wishes, with the obligation to inform the Faculty thereof at least two days in advance.

#### **Article 54**

An employee who retires before 1 July shall be entitled to full annual leave for that year.

### **Paid leave**

#### **Article 55**

(1) During the calendar year, the employee shall be entitled to paid leave in accordance with the Collective Agreement.

#### **Article 56**

As regards the acquisition of rights from the employment relationship or in connection with the employment relationship, periods of paid leave shall be considered to be time spent at work.

### **Unpaid leave**

#### **Article 57**

(1) An employee may, at his or her request, be granted unpaid leave if the nature of work and the needs of the Faculty allow it, in accordance with the provisions of the Collective Agreement.

## **VII. PROTECTION OF LIFE, HEALTH, PRIVACY AND DIGNITY OF EMPLOYEES**

### **Occupational safety and protection**

#### **Article 58**

(1) The Faculty shall undertake to ensure the protection of life and safety of employees at work, in particular: to maintain machinery, devices, equipment, tools, place of work and access to the place of work, apply measures to protect the health and safety of employees, prevent hazards at work, inform employees about hazards at work and train them for work in a safe manner, and implement other prescribed measures of occupational protection.

(2) Each employee shall be responsible for his or her safety and health, as well as the safety and health of other employees affected by his or her actions at work.

(3) In the implementation of protection and safety measures, the employee shall be obliged to properly use the means of work and personal protective equipment, immediately inform the Faculty of the event that poses a potential danger, and implement other prescribed measures or the ones established by the Faculty.

### **Employee privacy protection**

#### **Article 59**

(1) Personal data of employees may be collected, processed, used and delivered to third parties only if stipulated so by the Labour Law or other law or if this is necessary for the exercise of rights and obligations from the employment relationship or in connection with the employment relationship.

- 2) Employees shall be obliged to submit to the Faculty all personal data established by the regulations on records in the field of work to exercise the rights and obligations from the employment relationship, as well as the data for calculating income tax and determining personal deductions, data on education and certain specialist knowledge, health status and degree of disability, the contractual prohibition of competition with the previous employer, data related to the protection of maternity, and similar.
- (3) Updates of the data must be submitted to the authorized person in a timely manner.
- (4) Employees who do not submit the established data shall bear the adverse consequences of failing to do so.

### **Article 60**

- (1) The employer shall be obliged to appoint a person who will be authorized, in addition to the employer, to monitor whether the personal data of employees are collected, processed, used and delivered to third parties in accordance with the law.
- (2) The person referred to in the previous paragraph shall need to enjoy the trust of employees and will carefully handle the data learnt during the performance of his or her duty.
- (3) The following data shall be collected and recorded:
- 1) name and surname,
  - 2) personal identification number ('OIB' in Croatian)
  - 3) gender,
  - 4) day, month and year of birth,
  - 5) citizenship,
  - 6) data on a work permit (its possession and duration), if the worker is a foreigner,
  - 7) permanent or habitual residence,
  - 8) data on completed education and other forms of professional training and development (acquired school or professional qualification and a particular level of higher education in accordance with the regulations on higher education), as well as other forms of in-service professional development that workers use in their work,
  - 9) the day of conclusion of the employment contract, i.e. the day of issuance of a written confirmation of the concluded employment contract,
  - 10) the day of the beginning of work,
  - 11) the job position, i.e. the nature and type of work performed by the worker,
  - 12) indication of whether the employment contract has been concluded for a fixed or indefinite period and the expected duration of the fixed-term employment contract,
  - 13) the duration of the probationary period, if agreed,
  - 14) the duration of the traineeship, if agreed, and the time and result of passing the professional exam, if it is foreseen and completed,
  - 15) duration of work abroad, country and place of work, in the case of assigning workers abroad,
  - 16) an indication of whether in a given job pensionable service is calculated with increased duration and how this increase is calculated,
  - 17) indication of whether in a given job the worker can work only after a prior and regular establishment of working capacity for its performance,
  - 18) place of work, and in case there is no permanent or primary place of work, a note that the work is carried out in different places,
  - 19) weekly working hours (full- or part-time), i.e. prescribed reduced working time in hours,
  - 20) total pensionable service until the beginning of work with the employer,

- 21) the period of suspension of the employment relationship, and the time of maternity or parental leave or the use of other rights in accordance with a special regulation,
- 22) the day of cessation of the employment relationship,
- 23) the reason for cessation of employment,
- 24) the time for which the employer will (additionally) pay a contribution for extended pension insurance for workers who have concluded a fixed-term employment contract for permanent seasonal jobs.

## **Employee dignity protection**

### **Article 61**

- (1) The Faculty shall protect the dignity of employees during the performance of work by providing them with working conditions in which they will not be exposed to harassment or sexual harassment.
- (2) The dignity of employees shall be protected from harassment or sexual harassment of superiors, co-employees and persons with whom the employee regularly comes into contact in the performance of his or her duties.
- (3) Harassment and sexual harassment shall constitute a violation of obligations from the employment relationship.
- (4) Harassment shall be taken to refer to any unwanted behaviour towards an employee based on race, colour, sex, sexual determination, marital status, family ties, age, language, religion, political or other belief, national or social origin, property status, gender identity, social position, trade union membership, physical or mental difficulties, physical appearance and other characteristics caused by setting the criteria and conditions for the performance of a particular job in any industry and at all levels of the professional hierarchy, prevention of promotion at work, access to all types and degrees of vocational training, uptraining and retraining, conditions of employment and work, employment rights, termination of employment contract, and the rights of members and their activity in associations of employees and the Faculty.
- (5) Sexual harassment shall be taken to refer to any verbal, nonverbal or physical conduct of a sexual nature which is aimed at or constitutes a violation of the dignity of a person and which produces intimidation or a hostile, degrading or offensive environment.
- (6) The Dean of the Faculty shall be obliged to appoint a person who, in addition to the Dean, will be authorized to receive and resolve complaints related to the protection of the dignity of employees.
- (7) Before the new employee starts work, the direct manager shall familiarize him or her with the regulations and provisions of this Rulebook that govern the protection of dignity and his or her rights in the event of harassment, as well as with the obligation of appropriate behaviour and ways of conduct by which harassment is avoided.
- (8) When performing the tasks in their employment positions, all employees shall be obliged to behave and act in a manner that does not disturb other employees, and superior employees, after they find out about the employee harassment, shall be obliged to inform the commissioners authorized by the Dean about it.
- (9) If an employee is harassed by persons who are not employees of the Faculty, measures must be taken to remove those persons from the Faculty's premises.

### **Article 62**

(1) To protect the dignity of employees, the Dean of the Faculty or the person authorized by him or her shall appoint two commissioners of both sexes and their deputies who will be authorized to receive complaints concerning the protection of the dignity of employees and to conduct an investigation to determine the merits of a complaint.

(2) The names and telephone numbers of commissioners and deputies must be displayed on the notice board or published on the official website of the Faculty.

### **Article 63**

(1) The employee shall file a complaint with a commissioner.

(2) The complaint shall be submitted in writing or orally.

(3) In case of an oral complaint, the commissioner shall draw up a note signed by the employee filing the complaint.

### **Article 64**

(1) The commissioner shall establish all the facts and circumstances necessary to decide on the complaint.

(2) The commissioner shall, no later than the next working day after the complaint was filed, invite the employee and the other person against whom the complaint has been filed, to give their statements regarding the complaint.

(3) The employee may request that the Trade Union commissioner, lawyer or another person authorized to represent the employee in the proceedings before the court be present during the making of the statement.

(4) The commissioner shall draw up a note on the statement referred to in paragraph 2 of this Article, which shall be signed by the employee and the other person.

(5) If the other invited person who is not an employee of the Faculty does not respond to the invitation by the commissioner, the commissioner shall take measures to protect the employee.

### **Article 65**

(1) All employees shall be obliged to cooperate with the commissioner, respond to his or her summons and communicate to him or her the information important for establishing the facts in the process of protecting the dignity of the employee.

(2) Impeding the commissioner in the conduct of the complaint-handling procedure shall be considered a violation of the obligations from the employment relationship.

(3) In the process of resolving the complaint, the commissioner shall carry out all actions in a manner that guarantees the secrecy of the procedure and the protection of the privacy of each person, in a manner that does not harm the performance of the Faculty's activities.

(4) All the data established in the procedure for the protection of the dignity of employees shall be secret.

### **Article 66**

(1) To prevent further harassment, the commissioner may impose temporary measures to protect employees from harassment, such as the exemption of the employee who has filed the complaint from the obligation to work or the obligation to perform those tasks in which he or she comes into contact with the person against whom the complaint has been filed, temporary assignment to other duties of the employee against whom the complaint has been filed or his or her removal from work, and other appropriate measures.

(2) Provisional measures shall be laid down until the completion of the complaint-handling procedure.



(3) The direct manager of the employee to whom the provisional measure has been pronounced shall be notified of the measure.

(4) During the exemption from the obligation to work or the obligation to perform certain tasks, the employee who has filed the complaint shall be entitled to salary compensation, i.e. salary in the amount that is the same as if he or she worked during that period.

(5) During the temporary assignment to other duties, the employee against whom the complaint has been filed shall be entitled to the salary for work in the position to which he or she has temporarily been assigned, and during his or her removal from work he or she shall be entitled to salary compensation in the amount of one-half of the salary for work in the position from which he or she has been removed.

#### **Article 67**

The commissioner shall, within five days from the date of delivery of the complaint, submit the entire investigation material, with a proposal for appropriate measures to be taken, to the person or body responsible for deciding on the complaint.

#### **Article 68**

(1) The decision on the complaint shall be made by the Dean of the Faculty.

(2) Based on the decision on the complaint:

- employees may be redistributed within the premises
- a different work schedule may be established for certain employees if the nature of work allows it

- the employee who has filed the complaint may be offered the conclusion of an employment contract to perform other appropriate jobs, without a reduction in the salary for performing these jobs

- the employee against whom the complaint has been filed may be offered to conclude an employment contract for the performance of other jobs

- the employee may be warned in writing about the obligations from the employment relationship, with the announcement of the possibility of termination of the employment contract

- a decision on termination of the employment contract with the offer of an amended contract, or a decision on the termination of the employment contract may be made.

(3) The Dean of the Faculty shall, within eight days from the date of the delivery of the complaint, decide on the complaint.

(4) The decision on the complaint shall be delivered to the employee who has filed the complaint, the employee against whom the complaint has been filed and the person in charge of keeping personnel records.

(5) If the Dean does not take measures to prevent harassment or sexual harassment, the employee who has been harassed or sexually harassed shall have the right to suspend the work until he or she is provided with protection if he or she requests judicial protection before the competent court within the subsequent 8 days.

#### **Article 69**

(1) If, by the decision referred to in the previous Article of this Rulebook, the complaint is rejected as unfounded, the employee against whom the complaint has been filed shall be entitled to the difference between the salary he or she has earned during the temporary assignment and, in the case of removal from work, the salary that he or she would have earned if he had worked.

(2) In the procedures for the protection of the dignity of employees, the provisions of the Regulations on Disciplinary Responsibility of Employees of the Faculty shall be appropriately applied.

## **Protection of pregnant women, parents and adoptive parents**

### **Prohibition of unequal treatment of pregnant women, women who have given birth or nursing mothers**

#### **Article 70**

The Faculty shall apply the provisions of Labor Law related to the prohibition of unequal treatment of pregnant women, the protection of pregnant women, women who have given birth, or nursing mother employees.

### **Prohibition of termination of employment contract**

#### **Article 71**

(1) During pregnancy, the use of maternity, parental or adoptive leave, half-time work, part-time working hours due to increased child care, leave of a pregnant woman or a nursing mother, leave or part-time working hours due to caretaking and caregiving for a child with severe developmental disabilities, or within 15 days of the cessation of pregnancy or termination of the use of these rights, the Faculty may not terminate the employment contract with a pregnant woman and a person who is a beneficiary of some of the aforementioned rights, in accordance with the provisions of the Labor Law.

### **Protection of employees who are temporarily or permanently incapacitated for work**

#### **Article 72**

(1) Regarding the protection of employees who are temporarily or permanently incapacitated for work, the provisions of the Labour Law shall apply.

## **VIII. SALARIES, ALLOWANCES AND OTHER CASH AND NON-MONETARY RECEIPTS OF EMPLOYEES**

### **Salary for the work performed by employees**

#### **Article 73**

- (1) The salary of the employee shall consist of the basic salary and salary supplements.
- (2) The basic salary of an employee shall be the product of the coefficients of complexity of work in the employment position to which he or she is assigned and the base for salary calculation. The coefficient of complexity of work in an employment position may be increased by a certain percentage for each completed year of service if determined so by the Collective Agreement.
- (3) Supplements to the basic salary shall comprise incentives, supplements for special working conditions, positional supplements and salary augmentation.
- (4) In the meaning of this Rulebook, salary shall be taken to refer to the salary that includes legally prescribed contributions from salary, tax and surtax on income tax, part of the salary paid to the employee and salary augmentation and incentives paid by the Faculty in accordance with the Regulations on the Distribution of Own Revenues of the Faculty.
- (5) There shall be no secrecy of salaries in public services. The publicity of salaries shall be ensured by the right of inspection of payroll records by the Trade Union commissioner if requested by the employee.

(6) If the institution generates revenues on the market from the performance of its activities, employees shall be entitled to an appropriate salary augmentation, which is regulated by the Regulations on the Distribution of Own Revenues of the Faculty of Organization and Informatics. This augmentation shall form an integral part of the salary.

### **Supplement to the basic salary**

#### **Article 74**

The basic salary of an employee shall be increased by each completed year of service if so determined by the Collective Agreement.

#### **Article 75**

(1) If the employee, due to the schedule of working hours, the need of work or another reason works overtime, on Sundays, or works nights or shifts, he or she shall have the right to an additional increase of the basic salary in accordance with the provisions of the Collective Agreement.

#### **Article 76**

The basic salary of an employee shall be increased by 8% if the employee has a scientific master's degree, or by 15% if the employee holds a scientific doctoral degree and if the following conditions are met:

- if the scientific degree is not a requirement for the position in which he or she is employed and
- if the scientific degree is in the function of the duties of the position in which he or she is employed.

### **Salary augmentation – incentives**

#### **Article 77**

For success in work, employees shall be entitled to an augmentation to the basic salary through the incentive part of the salary. The method of realization of this right is defined by the Regulations on the Distribution of Own Revenues of the Faculty of Organization and Informatics.

### **Allowances**

#### **Article 78**

For the period during which an employee is not working for justified reasons that are determined by the Law or other regulations that bind the Faculty he or she shall be entitled to an allowance.

#### **Article 79**

Employees in public services shall be entitled to an allowance when they are not working due to the following:

- - annual leave
- - paid leave
- public holidays and non-working days established by Law
- education, retraining and professional training to which they are assigned by the

Faculty

- training for the needs of trade union activities
- a delay in work that occurred through no fault of their own
- other cases established by law, Collective Agreement and this Rulebook.

### **Sick leave allowance and employee protection**

#### **Article 80**

(1) For days when he or she is not working due to temporary incapacity to work in case of illness, caregiving for a family member and other cases established by the regulations on healthcare and health insurance, the employee shall be entitled to an allowance according to the provisions of healthcare and health insurance regulations.

(2) If the employee is absent from work due to sick leave for up to 42 days, he or she shall receive an allowance in the amount of 85% of his or her basic salary earned in the month immediately before he or she went on sick leave.

(3) The employee who is on sick leave due to injury at work or occupational disease shall be entitled to an allowance of 100% of the amount of the basic salary.

(4) If during the working life of the employee there has been a decrease in his or her working capacity determined by the decision of the competent authority due to:

- age (5 years before old age retirement)
- occupational illness
- occupational injury,

the Faculty shall be obliged to provide the employee with a more favourable working standard without reducing his or her salary which he attained during the time before the occurrence of the aforementioned circumstances.

(5) Employees who are 5 years ahead of the old age retirement, mothers with a small child of up to three years of age and a single parent may not be assigned to night work, duty hours or stand by without their consent.

### **Deadlines and period of payment of salary**

#### **Article 81**

(1) Employees shall be paid salary and allowances no later than the 15<sup>th</sup> day of the current month for the previous month, wherein the interval between the two payments shall not exceed 30 days.

(2) Salary and allowance shall be paid in money. When paying the salary and allowance, the Faculty shall be obliged to issue a payroll statement to the employee.

(3) The employee shall have the right to choose the bank through which his or her salary will be paid.

(4) The Faculty shall, at the request of the employee, make the payment of deductions (loan repayments, alimony, Trade Union membership fees, insurance, etc.).

### **Other material rights**

#### **Article 82**

(1) Employees shall exercise other material rights of employees such as the annual leave recourse, retirement severance pay, support, per diem and travel expenses reimbursement, compensation for transport costs, private car fee, jubilee award, gift on the occasion of St. Nicholas Day and Christmas bonus in accordance with the provisions of the Collective Agreement.

(2) The Faculty may, in accordance with the provisions of the Regulations on the Distribution of Own Revenues of the Faculty, pay occasional rewards to employees.

## **IX. CESSATION OF EMPLOYMENT CONTRACT**

### **Article 83**

The employment contract shall cease in accordance with the provisions of the Labour Law.

### **Agreement on cessation of the employment contract**

#### **Article 84**

(1) The proposal for the conclusion of an agreement on cessation of the employment contract may be made by the employee and the Faculty.

(2) The agreement on cessation of the employment contract shall be concluded in writing and shall contain in particular:

- information on the parties and their permanent residence, i.e. their seat
- date of cessation of the employment contract.

### **Termination of the employment contract**

#### **Article 85**

#### **Ordinary termination**

The employment contract may be terminated by the Faculty and the employee.

#### **Article 86**

The Faculty may terminate the employment contract within the prescribed or agreed notice period if it has a justified reason for doing so in accordance with the provisions of the Labor Law.

#### **Article 87**

(1) Before the ordinary termination due to misconduct of the employee, the Faculty shall warn the employee in writing about the obligations arising from the employment relationship and point out to him or her the possibility of dismissal in case of a continued violation of obligations, unless there are circumstances owing to which it is not justified to expect the Faculty to do so.

(2) Before the ordinary termination due to misconduct or work of the employee, the Faculty shall allow the employee to present his or her defence, unless there are circumstances owing to which it is not justified to expect the Faculty to do so.

### **Termination of employment contract for business reasons**

#### **Article 87a.**

(1) In case of the cessation of the need to perform a certain job due to economic, technological or organizational reasons, the Faculty may terminate the employment contract with the prescribed or agreed notice period if it cannot employ the worker in some other jobs, or if it cannot educate or train him or her for work in some other jobs, or if there are circumstances

due to which it is not justified to expect the employer to educate or train the worker for work in some other jobs.

(2) When deciding on termination for business reasons, the Faculty shall have to take into account the duration of the employment relationship, the employee's age and the maintenance obligations that the worker is charged with.

(3) If the Faculty has dismissed an employee by a termination for business reasons, it may not employ another employee in the same job for six months from the date of delivery of the decision on termination of the employment contract to the employee.

(4) If within the period referred to in paragraph 3 of this Article, there is a need for employment due to the performance of the same tasks, the Faculty shall be obliged to offer the conclusion of an employment contract to the employee whose employment contract is terminated for business reasons.

#### **Article 87b**

(1) The economic reasons referred to in Article 87a, paragraph 1 shall be taken to refer to difficulties in the operation of the Faculty in terms of reducing the volume of work or the lack of resources to finance the employment position.

(2) The technological reasons referred to in Article 87a, paragraph 1 shall be taken to refer to the interventions of the Faculty as the employer in terms of changes in the technology and way of working through the introduction of new technology and modernization, that is, greater informatization and automation of business, resulting in a surplus of jobs.

(3) The organizational reasons for the termination of the employment contract shall include changes that may occur in the internal organization of the Faculty – reorganization or a new organization, i.e. merging, eliminating or separating individual organizational units for the purpose of downsizing and business costs reduction, followed by the adoption of a new systematization of employment positions.

(4) These provisions shall apply to employees of the Faculty employed on the Faculty's own funds and project funds.

### **Consultation of the Workers' Council on Termination**

#### **Article 88**

(1) The intention to terminate a certain employment contract shall be communicated by the employer to the Workers' Council, which shall be consulted on that decision, in the case, manner and under the conditions prescribed by this Rulebook.

(2) If the Workers' Council has not been established at the Faculty, all the rights and obligations of the Workers' Council shall be assumed by the Trade Union Commissioner.

### **Extraordinary termination of employment contract**

#### **Article 89**

The Faculty and the employee shall have the possibility to terminate the employment contract concluded for an indefinite or fixed period of time without the obligation to comply with the prescribed or agreed notice period (extraordinary termination), if due to a particularly serious violation of obligations from the employment relationship or due to some other particularly important fact, taking into account all the circumstances and interests of both contracting parties, the continuation of the employment relationship is not possible, according to the provisions prescribed by the Labor Law.

#### **Article 90**

A particularly serious violation of obligations from the employment relationship shall be prescribed by the Regulations on Disciplinary Responsibility of Employees of the Faculty.

#### **Article 91**

The employment contract may be extraordinarily terminated only within 15 days from the date of finding out the fact on which the extraordinary termination is based.

#### **Article 92.**

Before an extraordinary termination due to misconduct or work of the employee, the Faculty shall be obliged to allow the employee to present his or her defence, unless there are circumstances owing to which it is not justified to expect the Faculty to do so.

#### **Ordinary termination of a fixed-term employment contract**

#### **Article 93**

An employment contract concluded for a fixed period of time may be ordinarily terminated only if such a possibility is provided for in the contract.

#### **Form, explanation and delivery of termination and the course of the notice period**

#### **Article 94**

With regard to the form, explanation and delivery of notification on termination, and the course of the notice period the provisions of the Labour Law shall apply.

#### **Notice periods and severance allowance**

#### **Article 95**

The Faculty shall apply the provisions of the Labour Law concerning notice periods and severance allowance.

#### **Severance allowance**

#### **Article 96**

(1) An employee who is retiring shall be entitled to a severance allowance in accordance with the provisions of the Collective Agreement.

(2) The severance allowance referred to in the previous paragraph shall be subject to change and shall depend on the applicable regulations.

## **X. EXERCISING RIGHTS AND OBLIGATIONS FROM THE EMPLOYMENT RELATIONSHIP**

### **Article 97**

(1) An employee who considers that the Faculty has violated a certain right from the employment relationship may, within fifteen days of the date of the delivery of the decision that violated this right, i.e. from the day of finding out about the violation of the right, demand the realization of this right from the Faculty.

(2) If the Faculty does not comply with that request within fifteen days of the delivery of the employee's request referred to in paragraph 1 of this Article, the employee may, within a further period of fifteen days, request the protection of the violated right before the competent court.

(3) The protection of a violated right before the competent court may not be requested by the employee who has previously not filed the request referred to in paragraph 1 of this Article to the employer.

### **Article 98**

If a procedure for peaceful resolution of the arisen dispute is prescribed by law or other regulation binding on the Faculty, the period of fifteen days for filing the request to the court shall run from the date of the completion of that procedure.

### **Article 99**

The time limits referred to in Articles 97 and 98 shall not apply to claims for damages or other pecuniary claims arising from work relations.

### **Article 100**

(1) All decisions related to the exercise of rights and obligations arising from the employment relationship or in connection with the employment relationship shall be made by the Management Board or the person authorized by it.

(2) The decisions referred to in paragraph 1 of this Article shall be delivered to the employee directly, with a signature by which the employee confirms the receipt of the decision.

(3) If the employee refuses to receive the decision or if he or she is not at work, the decision shall be delivered to the employee by registered mail to the home address submitted by the employee to the Faculty in accordance with Article 60 of this Rulebook.

(4) If the delivery of the decision to the home address cannot be carried out in the manner referred to in paragraph 3 of this Article, the decision shall be published on the notice board of the Faculty or the official website of the Faculty.

(5) Upon expiry of a period of eight days from the date of the publication of the decision in accordance with paragraph 4 of this Article, the delivery shall be deemed to have been effected.

## **XI. DISCIPLINARY RESPONSIBILITY OF EMPLOYEES**

### **Article 101**

The procedure for determining the disciplinary responsibility of employees for minor and serious violations of work obligations is prescribed by the Regulations on Disciplinary Responsibility of Employees.



## **XII. PROHIBITION OF COMPETITION OF A WORKER WITH THE EMPLOYER**

### **Legal prohibition of competition**

#### **Article 102**

(1) An employee may not, without the approval of the Faculty, conclude transactions within the scope of the activities of the Faculty for his or her own or someone else's account (legal prohibition of competition).

(2) If the employee acts contrary to the prohibition referred to in paragraph 1 of this Article, the Faculty may request compensation from the employee for the damage suffered or may request that the concluded deal be considered as concluded on the employee's account, or that the employee hand over to the Faculty the earnings generated from such work or to transfer to the Faculty the claim on earnings from such work.

(3) The right of the Faculty referred to in paragraph 2 of this Article shall cease within three months from the day when the Faculty was made aware of the conclusion of the deal, or after five years from the date of the conclusion of the deal.

(4) If, at the time of establishing the employment relationship, the Faculty was aware that the employee was engaged in performing certain jobs, and did not require him or her to stop doing so, it shall be considered that the employee has been given permission by the Faculty to engage in such activities.

(5) The Faculty may revoke the approval referred to in paragraph 1 and paragraph 4 of this Article while observing the prescribed or agreed deadline for termination of the employment contract.

(6) The work of the employee outside the Faculty and financial or any other personal interests arising from such work shall not conflict with the employee's regular work obligations and the general interests of the Faculty.

(7) The Dean shall prohibit or restrict the work of the employee in case of conflict of interest. A conflict of interest shall be taken to refer to any action of an employee in the scope of activity of the Faculty by which the employee attains financial gain or any other personal interest of his or her own family or close relatives or the interest of other persons or organizations with whom the employee is in a business relationship or was in a business relationship, if it is business that could harm the interests of the Faculty or if there is a contract with an organization that in terms of its activity represents competition to the Faculty.

## **XIII. COMPENSATION OF DAMAGE**

### **Employee responsibility**

#### **Article 103**

(1) An employee who, at work in connection with work, intentionally or out of gross negligence causes damage to the employer shall be obliged to compensate for the damage.

(2) The proceedings for determining liability and the amount of damage shall be carried out according to the same procedure and in the same manner as disciplinary proceedings against employees in accordance with the Regulations on Disciplinary Responsibility of Employees.

#### **Article 104**

- (1) If the damage is caused by more than one employee, each employee shall be liable for the part of the damage he or she caused.
- (2) If it cannot be determined which part of the damage was caused by which employee in particular, all employees shall be considered equally liable and shall compensate for the damage in equal parts.
- (3) If several employees have caused damage by a criminal offence with intent, they shall be liable for the damage jointly and severally.

#### **Article 105**

- (1) The amount of damage shall be determined based on a price list or book value of the asset, and if there are none of these, by estimating the value of the damaged items.
- (2) The assessment of the value of damaged items shall be carried out through expert testimony. The assessment procedure may be carried out by a committee of the Faculty appointed by the Dean of the Faculty or by an authorized expert person following the order of the Dean.

#### **Article 106**

An employee who, at work in connection with work, intentionally or out of gross negligence causes damage to a third party wherein the damage has been compensated by the Faculty shall be obliged to compensate the Faculty for the amount of compensation paid to the third party.

#### **Article 107**

- (1) If an employee suffers damage at work or in connection with work, the Faculty shall be obliged to compensate the employee for the damage in accordance with the general regulations of mandatory law.
- (2) The right to compensation referred to in paragraph 1 of this Article shall also apply to the damage for the employee caused by the Faculty by violating his or her rights from the employment relationship.
- (3) Allowance for the salary earned by the employee due to unlawful dismissal shall not be considered as compensation for damages.

#### **Article 108**

- (1) The compensation of damage shall be reduced under the condition that the damage was not done intentionally, that the employee has not previously caused any damage or that he or she has taken all possible steps to remedy the damage:
  - if the damage can be fully or partially remedied by work in the institution and the means of work of the institution, or
  - if the employee is in a difficult material situation and compensation would hit him or her particularly hard, or
  - if the employee is a disabled or elderly person, a single parent or guardian, or
  - in case of a minor damage.
- (2) The reduction of the compensation of damage for the reasons referred to in paragraph 1 of this Article shall be at least 20% of the amount of damage, wherein the employee may also be fully exempted from compensation of damage.

#### **XIV. TRANSITIONAL AND FINAL PROVISIONS**

##### **Article 109**

An authentic interpretation of this Rulebook shall be given by the Dean of the Faculty or a person authorized by the Dean.

##### **Article 110**

Amendments to this Rulebook shall be adopted in the manner prescribed by the Labour Law concerning its adoption.

##### **Article 111**

This Rulebook shall enter into force and start to apply on the eighth day following its publication on the official website of the Faculty.

The consolidated text of this Rulebook was published on 26 June 2017.

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