

INTERNACIONALNI UNIVERZITET U SARAJEVU
International university of Sarajevo

Broj: IUS-UO 08-16-1/19

PRAVILNIK O RADU

Prečišćeni tekst

December, 2019. godine

Na osnovu tačke III Odluke Upravnog odbora Internacionalnog univerziteta u Sarajevu o izmjeni Pravilnika o radu, broj: IUS UO 08-16/19 od 25.12.2019. godine, Služba za personal i ljudske resurse sačinila je prijedlog prečišćenog teksta Pravilnika o radu Internacionalnog univerziteta u Sarajevu sa priložima, u skladu sa Pravilnikom o radu, broj: IUS-UO-08-13/2019 – prečišćeni tekst i Odlukom Upravnog odbora o izmjeni istog, broj: IUS-UO-16/19. Navedeni prijedlog je usvojen od strane Upravnog odbora Internacionalnog univerziteta u Sarajevu na osnovu člana 118. Zakona o radu ("Službene novine Federacije Bosne i Hercegovine", br. 26/16 i 89/18), i člana 129. Zakona o visokom obrazovanju (Službene novine Kantona Sarajevo, broj: 33/17) dana 25.12.2019. godine, u slijedećem tekstu:

PRAVILNIK O RADU INTERNACIONALNOG UNIVERZITETA U SARAJEVU Prečišćeni tekst

OSNOVNE ODREDBE

Član 1. (Predmet Pravilnika)

- (1) Pravilnikom o radu Internacionalnog univerziteta u Sarajevu (u daljem tekstu: Pravilnik) uređuju se prava i obaveze iz radnog odnosa: plaće, organizacija rada, sistematizacija radnih mjesta, posebni uvjeti za zasnivanje radnog odnosa i druga pitanja od značaja za Univerzitet i radnika, u skladu sa Zakonom o radu FBiH (u daljem tekstu: Zakon) i kolektivnim ugovorom.
- (2) Ovim Pravilnikom se ne mogu utvrditi nepovoljnija prava od Zakonom utvrđenih.
- (3) Ako je neko pravo iz radnog odnosa različito uređeno ovim Pravilnikom, zakonom, kolektivnim ugovorom ili ugovorom o radu, primjenjuje se najpovoljnije pravo za radnika.

Član 2. (Značenje izraza u Pravilniku)

- (1) U smislu ovog Pravilnika i ugovora o radu upotrijebljeni izrazi imaju sljedeća značenja:
 - a) Univerzitet je Internacionalni Univerzitet u Sarajevu, sa sjedištem u Sarajevu, ul. Hrasnička cesta broj 15 (u daljem tekstu: Univerzitet), koji radniku daje posao na osnovu ugovora o radu;
 - b) Radnik je fizičko lice zaposleno na osnovu ugovora o radu;
 - c) Nastavno osoblje su radnici izabrani u neko od akademskih zvanja u skladu sa važećim Zakonom o visokom obrazovanju Kantona Sarajevo;
 - d) Nenastavno osoblje su svi ostali radnici koji se ne smatraju nastavnim osobljem u smislu ovog Pravilnika;
 - e) Puno radno vrijeme traje 40 sati sedmično ako zakonom, kolektivnim ugovorom, ugovorom o radu ili ovim Pravilnikom nije određeno drugačije;
 - f) Nepunim radnim vremenom smatra se radno vrijeme kraće od punog radnog vremena;

- g) Godina dana označava kalendarsku godinu;
- h) Rektor je lice ovlašteno za zastupanje Univerziteta u unutrašnjem u vanjskom prometu i odlučuje o zasnivanju radnog odnosa na Univerzitetu i zaključivanju ugovora o radu, kao i o pravima, obavezama i odgovornostima radnika iz radnog odnosa u skladu sa zakonom i planovima razvoja koje utvrdi Upravni odbor.

Član 3.

(Zaključivanje ugovora o radu sa stranim državljaninom)

Strani državljani zaključuju ugovor o radu sa Univerzitetom pod uslovima utvrđenim Zakonom o zapošljavanju stranaca i pratećim aktima.

ZAKLJUČIVANJE UGOVORA O RADU

Član 4.

(Postupak zaključivanja ugovora o radu za nenastavno osoblje)

- (1) Kada se ukaže potreba za novim radnikom, na prijedlog Generalnog sekretara Rektor donosi odluku o raspisivanju konkursa za prijem novih radnika.
- (2) Rektor u odluci o raspisivanju konkursa za prijem, imenuje komisiju za provođenje konkursne procedure, određuje kriterije za izbor i daje potrebne smjernice za rad Komisije.
- (3) Izuzetno, Rektor može donijeti odluku o zaposlenju novog radnika i bez sprovođenja konkursne procedure.
- (4) Nakon sprovedene konkursne procedure i prijedloga imenovane komisije Rektor donosi konačnu odluku o prijemu novog radnika.
- (5) Nakon donošenja odluke zaključuje se ugovor o radu sa novim radnikom i vrši se prijava radnika na penzijsko-invalidsko osiguranje, zdravstveno osiguranje i osiguranje za slučaj nezaposlenosti.

Član 5.

(Postupak zaključivanja ugovora o radu za nastavno osoblje)

Kod utvrđivanja potrebe i raspisivanja konkursa za prijem odnosno izbor nastavnog osoblja primjenjuju se odredbe Zakona o visokom obrazovanju KS.

Član 6.

(Ugovor o radu na neodređeno i određeno vrijeme)

- (1) Ugovor o radu zaključuje se na neodređeno ili na određeno vrijeme.
- (2) Ugovor o radu koji ne sadrži podatak u pogledu trajanja smatrat će se ugovorom o radu na neodređeno vrijeme.

- (3) Ugovor o radu na određeno vrijeme ne može se zaključiti za period duži od tri godine.
- (4) Ako radnik izričito ili prešutno obnovi ugovor o radu na određeno vrijeme sa Univerzitetom, odnosno izričito ili prešutno zaključi sa Univerzitetom uzastopne ugovore o radu na određeno vrijeme na period duži od tri godine bez prekida, takav ugovor smatrat će se ugovorom o radu na neodređeno vrijeme.
- (5) Odredba iz prethodnog stava ne odnosi se na radnike iz nastavnog osoblja, koji zaključuju ugovor o radu u skladu sa odredbama Zakona o visokom obrazovanju KS.
- (6) Univerzitet ne može zaključiti ugovor o radu ili ugovor o obavljanju privremenih i povremenih poslova sa strancem prije nego što je strancu odobren privremeni boravak u skladu sa zakonom.
- (7) Ugovor o radu sa stranim državljaninom ne može se zaključiti za period duži od roka važenja radne dozvole.

Član 7.
(Sadržaj ugovora o radu)

- (1) Ugovor o radu zaključuje se u pisanoj formi i sadrži, naročito, podatke o:
 - a) naziv i sjedište Univerziteta;
 - b) ime i prezime, prebivalište odnosno boravište radnika;
 - c) trajanje ugovora o radu;
 - d) dan otpočinjanja rada;
 - e) mjesto rada;
 - f) radnom mjestu na koje se radnik zapošljava i kratak opis poslova;
 - g) dužinu i raspored radnog vremena;
 - h) plaći, dodacima na plaću, naknadama i periodima isplate;
 - i) trajanje godišnjeg odmora;
 - j) otkaznom roku;
 - k) trajanju probnog rada;
 - l) specifičnim uslovima koji se odnose na radnika;
 - m) opće obaveze u vezi sa radom;
 - n) druge podatke u vezi sa uvjetima rada utvrđenim kolektivnim ugovorom.
- (2) Ugovor o radu za nastavno osoblje, pored elemenata navedenih u prethodnom stavu, sadrži i podatke o:
 - a) akademskom zvanju;
 - b) datumu posljednjeg izbora u zvanje;
 - c) nastavnom predmetu ili naučnoj oblasti imenovanja;
 - d) obavezama koje se tiču nastavnih, obrazovnih, naučno - istraživačkih i drugih poslova i zadataka u skladu sa Sistematizacijom radnih mjesta na Internacionalnom univerzitetu u Sarajevu.

Član 8.
(Dejstva zaključenja ugovora)

- (1) Zaključivanjem ugovora o radu između Univerziteta i radnika zasniva se radni odnos sa sadržajem i obimom prava i obaveza utvrđenim tom vrstom ugovora o radu.
- (2) Radnik koji je zaključio ugovor o radu sa punim radnim vremenom stiče prava utvrđena ovim Pravilnikom, zakonom i kolektivnim ugovorom.
- (3) Radnik koji je zaključio ugovor o radu sa nepunim radnim vremenom ostvaruje prava iz radnog odnosa kao i radnik sa punim radnim vremenom, osim prava koja se ostvaruju u zavisnosti od dužine radnog vremena u skladu sa kolektivnim ugovorom ili ugovorom o radu (plaća i druge naknade, pravo na odmor u toku dana).
- (4) Obim prava iz stava (3) određuje se srazmjerno dužini radnog vremena.

ORGANIZACIJA RADA NA UNIVERZITETU

Član 9.
(Unutrašnja organizaciona struktura)

- (1) Univerzitet je jedinstvena organizaciona cjelina čija je unutrašnja organizaciona struktura utvrđena Statutom i drugim općim aktima Univerziteta.
- (2) Poslovi i radni zadaci iz okvira djelatnosti Univerziteta ostvaruju se kroz sistematiziranu organizaciju i rad organizacionih i podorganizacionih jedinica u skladu sa Sistematizacijom radnih mjesta, koja je sastavni dio ovog Pravilnika (Prilog I).

Član 10.
(Rukovođenje i odgovornost)

- (1) Rektor, u ime Univerziteta, organizuje posao, vrši funkciju rukovođenja i odgovora Upravnom odboru.
- (2) Rektor, prorektori i generalni sekretar čine Kolegij rektora koji pomaže rektoru u obavljanju njegove funkcije, što je detaljnije regulisano Sistematizacijom radnih mjesta.
- (3) Rektor Univerziteta za svoj rad u domenu akademskih pitanja odgovora Senatu, a u domenu poslovanja Upravnom odboru.
- (4) Prorektor za svoj rad odgovara rektoru i Senatu; Generalni sekretar odgovara rektoru; dekani i rukovodioci/direktori centara rektoru i Upravnom odboru, a rukovodioci službi u okviru Sekretarijata odgovaraju Generalnom sekretaru.
- (5) Funkciju rukovođenja Rektor, ostvaruje neposredno ili posredno putem ovlaštenih osobe iz ovog člana u skladu sa Sistematizacijom radnih mjesta.

Član 11.
(Sistematizacija radnih mjesta)

Svi poslovi iz okvira djelatnosti Univerziteta i organizacionih jedinica, strukturirani su po radnim mjestima unutar Sistematizacije radnih mjesta.

Član 12.
(Raspoređivanje radnika)

- (1) Svi radnici raspoređuju se na jedno od radnih mjesta predviđenih za:
 - a) nastavno osoblje (nastavnik ili saradnik saglasno Odluci o izboru u akademsko zvanje) i/ili,
 - b) nenastavno osoblje (u skladu sa Sistematizacijom radnih mjesta).
- (2) U hitnim slučajevima (zamjena odsutnog radnika, iznenadno povećanje obima posla, sprječavanje nastanka veće štete, kvar na postrojenjima, elementarna nepogoda i slično), Univerzitet može donijeti jednostranu odluku o rasporedu radnika na drugo radno mjesto, a najduže do 60 dana u toku jedne kalendarske godine.
- (3) U slučaju iz stava (2) ovog člana, plaća radnika i druge naknade se obračunavaju kao da je radio na radnom mjestu za koje ima zaključen ugovor o radu.
- (4) Zahtjev za zaštitu prava podnesen protiv odluke iz stava (2) ovog člana ne odlaže njeno izvršenje.

STRUČNO OBRAZOVANJE, OSPOSOBLJAVANJE I USAVRŠAVANJE ZA RAD

Član 13.
(Prava i obaveze u vezi sa obrazovanjem, osposobljavanjem i usavršavanjem za rad)

- (1) Univerzitet može omogućiti nastavniku i saradniku stručno obrazovanje i usavršavanje na predmetu ili naučnoj oblasti za koju je biran ili se priprema, saglasno potrebama nastavnog plana i programa.
- (2) Univerzitet može omogućiti stručno obrazovanje i usavršavanje i za nenastavno osoblje.
- (3) Prije planiranog stručnog obrazovanja ili usavršavanja radnik je obavezan podnijeti zahtjev i pribaviti izričito i formalno odobrenje od strane dekana, odnosno rektora Univerziteta, i to za precizan vremenski period u kojem namjerava odsustvovati sa radnog mjesta.
- (4) Uvjeti, način, vrijeme i obim obrazovanja, osposobljavanja i stručnog usavršavanja utvrđuje se u svakom konkretnom slučaju posebnom odlukom nadležnog tijela Univerziteta ili odlukom rektora.
- (5) Radnik je obavezan u skladu sa svojim sposobnostima i potrebama rada obrazovati se, osposobljavati i usavršavati za rad.
- (6) Obrazovanje, osposobljavanje i usavršavanje za rad može se provoditi kod Univerziteta ili kod drugih ovlaštenih pravnih lica.
- (7) Univerzitet je obavezan prilikom promjena ili uvođenja novog načina ili organiziranja rada omogućiti radniku obrazovanje, osposobljavanje ili usavršavanje za rad.

RADNO VRIJEME

Član 14.
(Raspored punog radnog vremena)

- (1) Radno vrijeme utvrđuje se odlukom rektora i ugovorom o radu.

- (2) Rasporedom nastavnih aktivnosti (raspored časova, raspored ispita i dr.) za sve cikluse studija, na početku semestra može se urediti tačan broj sati za nastavne, konstultativne, istraživačke, administrativne i druge obaveze nastavnog osoblja.
- (3) Za radnike u nastavnoj i nenastavnoj djelatnosti puno radno vrijeme traje najduže 40 sati sedmično.
- (4) Preraspodjela radnog vremena može se odrediti na osnovu odluke rektora, u skladu sa Zakonom o radu.
- (5) Sedmično radno vrijeme na Univerzitetu raspoređeno je u pravilu na pet radnih dana.

Član 15.
(Nepuno radno vrijeme)

- (1) S radnikom se može sklopiti ugovor o radu s nepunim radnim vremenom kada obim i priroda posla odnosno organizacija rada zahtjevaju rad s nepunim radnim vremenom.
- (2) Radnik koji je zaključio ugovor o radu sa nepunim radnim vremenom, može zaključiti više takvih ugovora sa različitim poslodavcima kako bi na taj način ostvario puno radno vrijeme.
- (3) Ako radnik s nepunim radnim vremenom radi u dvije ili više organizacija, ugovorom o radu će se urediti poseban način ostvarivanja pojedinih prava i obveza iz radnog odnosa koja se ostvaruju srazmjerno dužini radnog vremena.

Član 16.
(Prekovremeni rad)

- (1) U slučaju više sile (požar, potres, poplava) i iznenadnog povećanja obima posla, kao i u drugim sličnim slučajevima neophodne potrebe, radnik je, na zahtijev Univerziteta, obavezan da radi duže od punog radnog vremena (prekovremeni rad), a najviše do osam sati sedmično.
- (2) Odluku za rad duži od punog radnog vremena donosi rektor.
- (3) Odluku o isplati mjesečne naknade za prekovremeni rad u neto iznosu donosi rektor na prijedlog generalnog sekretara.
- (4) Ako prekovremeni rad radnika traje duže od tri sedmice neprekidno ili više od 10 sedmica u toku kalendarske godine, o prekovremenom radu rektor obaviještava nadležnu inspekciju rada.
- (5) Radnik ima pravo na povećanu plaću za otežane uvjete rada, prekovremeni rad i noćni rad, te za rad na dan sedmičnog odmora, praznika ili nekog drugog dana za koji je zakonom određeno da se ne radi, u visini određenoj odlukom Upravnog odbora.

Član 17.
(Preraspodjela radnog vremena)

- (1) Rektor može donijeti odluku o uvođenju preraspodjele radnog vremena.
- (2) Ako priroda posla to zahtijeva, puno i nepuno radno vrijeme može se preraspodijeliti tako da tokom jednog perioda traje duže, a tokom drugog perioda traje kraće od punog radnog vremena, s tim da prosječno radno vrijeme u toku trajanja preraspodjele, ne može biti duže od 52 sata sedmično, a za sezonske poslove najduže 60 sati sedmično.
- (3) Ako je uvedena preraspodjela radnog vremena, prosječno radno vrijeme tokom kalendarske godine ili drugog perioda ne može biti duže od 40 sati u sedmici.
- (4) Ako je uvedena preraspodjela radnog vremena, takvo radno vrijeme ne smatra se prekovremenim radom.

Član 18.
(Noćni rad)

- (1) Noćnim radom se smatra rad koji se obavlja u vremenu između 22 sata uveče i 06 sati ujutro narednog dana.
- (2) Ako je rad organizovan u smjenama osigurava se izmjena smjena, tako da radnik radi noću uzastopno najviše jednu sedmicu.
- (3) Univerzitet će pri organizaciji noćnog rada ili rada u smjeni voditi posebnu brigu o organizaciji rada prilagođenoj radniku te o sigurnosnim i zdravstvenim uslovima u skladu s prirodom posla koji se obavlja noću ili u smjeni.
- (4) Univerzitet će noćnim i smjenskim radnicima osigurati sigurnost i zdravstvenu zaštitu u skladu s prirodom posla koji obavljaju, kao i sredstva zaštite i prevencije koja odgovaraju i primjenjuju se na sve ostale radnike i dostupna su u svako doba.
- (5) Zabranjen je noćni rad trudnica, majki i usvojitelja, kao i lica kojem je na osnovu rješenja nadležnog organa dijete povjereno na čuvanje i odgoj, i to do navršene dvije godine života djeteta.
- (6) Zabranjen je noćni rad maloljetnih radnika.

ODMORI I ODSUSTVA

Član 19.
(Odmor u toku radnog dana, dnevni i sedmični odmor)

Radnik ima pravo na: odmor u toku radnog dana, odmor između dva radna dana, sedmični odmor, godišnji odmor, te plaćeno odsustvo saglasno Zakonu i ovom Pravilniku.

Član 20.
(Dnevni odmor)

- (1) Radnik koji radi duže od šest sati dnevno, ima pravo na odmor u toku radnog dana u trajanju od najmanje 30 minuta s tim da se korištenje ovog odmora ne može uvesti na početku ili na kraju radnog vremena.
- (2) Univerzitet je dužan radniku, na njegov zahtjev, omogućiti odmor iz stava (1) ovog člana u trajanju od jednog sata za jedan dan u toku radne sedmice.
- (3) Vrijeme odmora iz prethodnih stavova ne uračunava se u radno vrijeme.
- (4) Način i vrijeme korištenja dnevnog odmora određeno je u ugovoru o radu ili se posebno uređuje odlukom rektora.
- (5) Dnevni odmor je odmor između dva uzastopna radna dana i iznosi najmanje 12 sati neprekidno.
- (6) Radnik ima pravo na sedmični odmor u trajanju od najmanje 24 sata neprekidno. Ako je neophodno potrebno da radnik radi na dan svog sedmičnog odmora, osigurava mu se jedan slobodan dan u periodu određenom prema dogovoru Univerziteta i radnika, s tim da taj period ne može biti duži od dvije sedmice.
- (7) Od radnika se može tražiti da radi na dan svog sedmičnog odmora samo u slučaju više sile, vanrednog povećanja obima posla ukoliko univerzitet ne može primijeniti druge mjere, kao i u drugim slučajevima koje u konkretnom slučaju utvrđuje rektor svojom odlukom.

Član 21.
(Godišnji odmor)

- (1) Radnik na Univerzitetu za svaku kalendarsku godinu ima pravo na osnovni plaćeni godišnji odmor od 22 radna dana ukoliko je član akademskog osoblja ili radnik pri Školi engleskog jezika, odnosno 20 radnih dana ukoliko je član neakademskog osoblja.
- (2) Broj dana godišnjeg odmora uvećava se na osnovu navršenih godina radnog odnosa na Univerzitetu (IUS), dodavanjem dodatnih dana na osnovni godišnji odmor, prema sljedećoj formuli:
 - a) 5 godina radnog odnosa na Univerzitetu - dodatna dva dana godišnjeg odmora;
 - b) 10 godina radnog odnosa na Univerzitetu - dodatna dva dana godišnjeg odmora;
 - c) 15 godina radnog odnosa na Univerzitetu - dodatni jedan dan godišnjeg odmora.
- (3) Maksimalan broj dana godišnjeg odmora za članove akademskog osoblja (uključujući ELS) je 27 dana a maksimalan broj dana godišnjeg odmora za članove neakademskog osoblja je 25.
- (4) Broj dana godišnjeg odmora za određenu godinu obračunava se 1. Januara te godine, uzimajući u obzir pune navršene godine od početka radnog odnosa na Univerzitetu do tog dana.
- (5) Radnici koji prema ranijim pravilima imaju pravo na veći broj dana godišnjeg odmora u odnosu na broj koji bi ostvarili primjenom ovog člana, zadržavaju stečeno pravo po principu primjene povoljnijeg pravila.
- (6) Radnik koji se prvi put zaposli ili koji ima prekid rada između dva radna odnosa duži od 15 dana, stiče pravo na godišnji odmor nakon šest mjeseci neprekidnog rada.
- (7) Ako radnik nije stekao pravo na godišnji odmor u smislu stava (2) ovog člana, ima pravo na jedan dan godišnjeg odmora za svaki navršeni mjesec dana rada.
- (8) Pri utvrđivanju trajanja godišnjeg odmora računat će se da je radno vrijeme raspoređeno na pet radnih dana u sedmici.
- (9) Korištenje godišnjeg odmora odobrava se u skladu sa Planom korištenja godišnjih odmora, vodeći računa da se time ne ugrozi proces rada, te da se poštuje volja radnika u najvišoj mogućoj mjeri.

Član 22.
(Korištenje godišnjeg odmora)

- (1) Godišnji odmor može se koristiti u dva dijela.
- (2) Ako radnik koristi godišnji odmor u dijelovima, radniku se mora omogućiti korištenje godišnjeg odmora u trajanju od najmanje 12 radnih dana u toku kalendarske godine, a ostatak najkasnije do 30. juna naredne godine.
- (3) Radnik koji ne iskoristi dio godišnjeg odmora u smislu stava (2) nema pravo prenošenja godišnjeg odmora u narednu godinu.
- (4) Radnik ima pravo koristiti jedan dan godišnjeg odmora kad on to želi, uz obavezu da o tom obavijesti Univerzitet najmanje tri dana prije njegovog korištenja.
- (5) Univerzitet će pisanom odlukom obavijestiti radnika o trajanju godišnjeg odmora i periodu njegovog korištenja najmanje sedam dana prije korištenja godišnjeg odmora.
- (6) Radnik za vrijeme korištenja godišnjeg odmora ima pravo na naknadu plaće u visini plaće koju bi ostvario da je radio.
- (7) U slučaju prestanka ugovora o radu, Univerzitet će radniku koji nije iskoristio cijeli ili dio godišnjeg odmora isplatiti naknadu umjesto korištenja godišnjeg odmora u iznosu koji bi

primio da je koristio cijeli, odnosno preostali dio godišnjeg odmora, ako godišnji odmor ili njegov dio nije iskoristio krivicom Univerziteta.

- (8) Zbog ljetnog semestra, korištenje godišnjeg odmora (i za nastavno osoblje i za nenastavno osoblje) uređuje se tako da se obezbijedi kontinuirana nastava i podrška.

Član 23.

(Zaštita prava na godišnji odmor)

- (1) Radnik se ne može odreći prava na godišnji odmor.
(2) Radniku se ne može uskratiti pravo na godišnji odmor, niti mu se izvršiti isplata naknade umjesto korištenja godišnjeg odmora, osim u slučaju iz stava (7), člana 22. ovog Pravilnika.

Član 24.

(Plaćeno odsustvo)

- (1) Radnik ima pravo na plaćeno odsustvo uz naknadu plaće ukupno do sedam radnih dana u jednoj kalendarskoj godini u slučaju:
- a) stupanja u brak;
 - b) porođaja supruge;
 - c) teže bolesti i smrti člana uže porodice, odnosno domaćinstva (prema zakonskom određenju ovih lica);
 - d) selidbe;
 - e) elementarne nepogode koja ugrožava život ili imovinu radnika;
 - f) i drugim slučajevima o kojima će u konkretnom slučaju odlučivati rektor.
- (2) Radnik ima pravo na plaćeno odsustvo za vrijeme obrazovanja ili stručnog osposobljavanja i usavršavanja pod uslovima određenih članom 13. ovog Pravilnika, te obrazovanja za potrebe sindikalnog rada, uz naknadu plaće koju utvrđuje Upravni odbor.
- (3) Radnik dobrovoljni davalac krvi, za svako darivanje ima pravo na najmanje jedan dan plaćenog odsustva.
- (4) U pogledu sticanja prava iz radnog odnosa ili u vezi sa radnim odnosom, vrijeme plaćenog odsustva smatra se vremenom provedenim na radu.
- (5) Radnik ima pravo na plaćeno odsustvo i u drugim slučajevima i za vrijeme utvrđeno propisom kantona ili kolektivnim ugovorom.

Član 25.

(Odsustvo za vrijeme vjerskih praznika)

- (1) U toku jedne kalendarske godine radnik ima pravo na odsustvo do četiri radna dana radi zadovoljavanja vjerskih potreba, s tim da se dva dana koriste uz naknadu plaće (plaćeno odsustvo), a dva dana kao neplaćeno odsustvo.
- (2) Iz razloga ekonomičnosti i praktičnog planiranja nastavnih aktivnosti u vrijeme korištenja vjerskih praznika, a s obzirom na multinacionalno i međunarodno studentsko i akademsko osoblje, rektor može odobriti plaćeno odsustvo za sve četiri dana iz prethodnog stava.

Član 26.
(Neplaćeno odsustvo)

- (1) Univerzitet može radniku, na njegov zahtjev, odobriti odsustvo sa rada bez naknade plaće (neplaćeno odsustvo), za vrijeme kojeg prava i obaveze koje se stiču na radu i po osnovu rada miruju, ako zakonom nije drugačije određeno.
- (2) Neplaćeno odsustvo u smislu stava (1) ovoga člana, može se odobriti u sljedećim slučajevima:
 - a) obavljanje javne dužnosti;
 - b) njega člana porodice;
 - c) liječenje, i
 - d) drugim okolnostima koje se razmatraju u svakom konkretnom slučaju.
- (3) Odluku o odobrenju korištenja neplaćenog odsustva u smislu prethodnog stava, donosi Rektor uz prethodnu saglasnost Upravnog odbora, vodeći računa da se odsustvovanjem radnika ne remeti proces rada.

Član 27.
(Obaveza pribavljanja pismene saglasnosti u slučaju odsustva)

- (1) Prije svakog oblika odsustva sa radnog mjesta (godišnji odmor, plaćeno ili neplaćeno odsustvo, stručno usavršavanje i dr.) zaposlenik je dužan pribaviti pismenu saglasnost od strane dekana i rektora Univerziteta.
- (2) Rektor posebnim dokumentom može detaljnije urediti procedure o vrstama i načinu korištenja odsustava akademskog i administrativnog osoblja na Univerzitetu.

Član 28.
(Zaštita žena i porođajno odsustvo)

- (1) Za vrijeme trudnoće, porođaja i njege djeteta, žena ima pravo na porođajno odsustvo u trajanju od jedne godine neprekidno
- (2) Na osnovu nalaza ovlaštenog ljekara žena može da otpočne porođajno odsustvo 28 dana prije očekivanog datuma porođaja.
- (3) Žena može koristiti kraće porođajno odsustvo, ali ne kraće od 42 dana poslije porođaja.
- (4) Nakon 42 dana poslije porođaja pravo na porođajno odsustvo može koristiti i radnik - otac djeteta, ako se roditelji tako sporazumiju.
- (5) Radnik - otac djeteta može koristiti pravo iz stava (1) ovog člana i u slučaju smrti majke, ako majka napusti dijete ili ako iz drugih opravdanih razloga ne može da koristi porođajno odsustvo.
- (6) Nakon isteka porođajnog odsustva, žena sa djetetom najmanje do jedne godine života ima pravo da radi polovinu punog radnog vremena, a za blizance, treće i svako slijedeće dijete ima pravo da radi polovinu punog radnog vremena do navršene dvije godine života djeteta, ako propisom kantona nije predviđeno duže trajanje ovog prava.
- (7) Pravo iz prethodnog stava ovog člana može koristiti i radnik - otac djeteta, ako žena za to vrijeme radi u punom radnom vremenu.

Član 29.
(Pravo žene na odsustvo radi dojenja)

- (1) Žena koja doji dijete, a koja nakon korištenja porođajnog odsustva radi puno radno vrijeme ima pravo da odsustvuje s posla dva puta dnevno u trajanju od po sat vremena radi dojenja, do navršene jedne godine života djeteta.
- (2) Vrijeme odsustva iz stava (1) ovog člana računa se u puno radno vrijeme.

Član 30.
(Pravo na porođajno odsustvo u slučaju gubitka djeteta)

Ako žena rodi mrtvo dijete ili ako dijete umre prije isteka porođajnog odsustva, ima pravo da produži porođajno odsustvo za onoliko vremena koliko je, prema nalazu ovlaštenog ljekara, potrebno da se oporavi od porođaja i psihičkog stanja prouzrokovanog gubitkom djeteta, a najmanje 45 dana od porođaja odnosno od smrti djeteta, za koje vrijeme joj pripadaju sva prava po osnovu porođajnog odsustva.

Član 31.
(Naknada plaće za vrijeme porođajnog odsustva i rada sa polovinom punog radnog vremena)

- (1) Za vrijeme korištenja porođajnog odsustva, radnik ima pravo na naknadu plaće, u skladu sa posebnim zakonom.
- (2) Pored prava iz stava (1) ovog člana, radniku se može isplatiti i razlika do pune plaće na teret Univerziteta.
- (3) Za vrijeme rada sa polovinom punog radnog vremena iz člana 28., stav (6), ovog Pravilnika, radnik ima za polovinu punog radnog vremena za koje ne radi, pravo na naknadu plaće, u skladu sa posebnim zakonom.

PLAĆE I NAKNADE PLAĆA

Član 32.
(Pravo na plaću)

- (1) Univerzitet će radniku za obavljene rad isplatiti plaću koja se sastoji od:
 - a) osnovne plaće;
 - b) dijela plaće za radni učinak i
 - c) uvećane plaće.
- (2) Osnovna plaća je proizvod najniže neto plaće i odgovarajućeg koeficijenta složenosti poslova koje radnik obavlja.
- (3) Najniža neto plaća je osnovica za obračun osnovne plaće zaposlenika.

Član 33.
(Utvrđivanje plaće)

- (1) Plaća radnika određuje se ugovorom o radu, na osnovu Pravilnika o platama na Univerzitetu (Prilog II).

- (2) Pravilnik o platama kategorizira karakteristična radna mjesta na temelju složenosti poslova i normativnih uvjeta za rad.
- (3) Pravilnikom o platama se za sve poslove iz važeće Sistematizacije radnih mjesta određuje odgovarajući koeficijent složenosti poslova s najnižom i najvišom vrijednosti u odnosu na radnu poziciju.

Član 34.
(Isplata plaće)

- (1) Plaća se isplaćuje nakon obavljenog rada, u periodima isplate koji ne mogu biti duži od 30 dana.
- (2) Plaća će se isplatiti do 10 - tog dana u mjesecu za protekli mjesec.
- (3) Univerzitet će radniku prilikom isplate plaće uručiti pisani obračun plaće.
- (4) Univerzitet ne može, bez izvršne sudske odluke ili bez saglasnosti zaposlenika, svoje potraživanje prema njemu naplatiti uskraćivanjem isplate plaće ili nekog njenog dijela odnosno uskraćivanjem isplate naknade plaće ili dijela naknade plaće.
- (5) Plaća ili naknada plaće radnika može se prisilno obustaviti, u skladu sa propisom kojim se regulira izvršni postupak.

Član 35.
(Privremena spriječenost za rad)

- (1) Zaposlenik može odsustvovati sa posla usljed privremene spriječenosti za rad zbog bolesti, profesionalne bolesti ili povrede na radu.
- (2) Odsustvo zbog privremene spriječenosti za rad utvrđuje ovlašteni ljekar na propisanom obrascu (izvještaj o bolovanju).
- (3) U slučaju iz prethodnog stava, radnik je dužan obavijestiti Univerzitet o nastupanju spriječenosti za rad najkasnije u roku od tri dana od dana nastupanja spriječenosti za rad.
- (4) Izvještaj o privremenoj spriječenosti dostavlja radnik za svaki mjesec u kojem je odsutvovao sa rada po ovom osnovu, u najkraćem mogućem roku.
- (5) Za vrijeme privremene spriječenosti za rad radnicima će se obračunavati naknada plaće u iznosu od 80% osnovice za naknadu, koju čini plaća isplaćena radniku za mjesec koji prethodi mjesecu u kojem nastupi slučaj na osnovu kojeg se stiče pravo na naknadu.
- (6) Izuzetno, naknada plaće iznosi 100% od osnovice za naknadu:
 - a) za vrijeme privremene spriječenosti za rad zbog povrede na radu ili oboljenja od profesionalne bolesti;
 - b) za vrijeme privremene spriječenosti za rad zbog bolesti i komplikacija prouzrokovanih trudnoćom i porođajem;
 - c) za vrijeme privremene spriječenosti za rad zbog transplantacije živog tkiva i organa u korist druge osobe.

Član 36.
(Naknade koje nemaju karakter plaće)

Visina naknada koje nemaju karakter plaće - topli obrok, regres, troškovi smještaja, selidbe i dr. utvrđuju se posebnom odlukom u skladu sa zakonskim i podzakonskim aktima koji regulišu ovu oblast.

Član 37.
(Dnevnice i troškovi prijevoza)

- (1) Radnik koji je upućen na službeno putovanje u zemlji ima pravo na dnevnicu i na naknadu putnih troškova u skladu sa zakonskim i podzakonskim aktima koji regulišu ovu oblast.
- (2) Puni iznos dnevnice utvrđuje se od strane Univerziteta, u iznosu koji je utvrđen propisom Vlade Federacije.
- (3) Radniku na službenom putovanju u zemlji pripada dnevnicu u punom iznosu za svaka 24 sata provedena na službenom putu i za ostatak vremena preko 24 sata, samo ukoliko je vrijeme provedeno na službenom putu duže od 12 sati.
- (4) Pola dnevnice priznaje se ako je službeno putovanje trajalo između 8 i 12 sati.
- (5) Radniku se priznaju putni troškovi u iznosu ostvarenog prijevoza sredstvima javnog prometa od mjesta stanovanja, odnosno sjedišta Univerziteta, do mjesta u koje je upućen na službeno putovanje.
- (6) Radnik takođe ima pravo i na naknadu punog iznosa hotelskog računa u visini cijene noćenja u hotelu koji je odredio Univerzitet.
- (7) Troškovi i dnevnice za službena putovanja u inostranstvu obračunavaju se na način kako je to regulirano za tijela državne uprave.

Član 38.
(Troškovi prijevoza na posao)

- (1) Radnik ima pravo na naknadu troškova prijevoza na posao i s posla lokalnim javnim prijevozom u visini stvarnih izdataka, prema cijeni mjesečne, odnosno pojedinačne prijevozne karte.
- (2) U slučajevima kada postoji mogućnost korištenja više alternativnih sredstava javnog prijevoza različite cijene, radnik ima pravo na naknadu troškova prijevoza s posla i na posao u visini cijene one vrste javnog prijevoza koja je najpogodnija za Univerzitet.
- (3) Prilikom obračuna troškova prijevoza radnika za pojedini mjesec, puni mjesečni iznos iz ugovora o radu pripada radniku koji je faktički dolazio na posao minimalno polovicu od ukupnog broja radnih dana tokom tog mjeseca, a radniku koji ne ispuni ovaj uslov za svaki radni dan tokom kojeg je dolazio/la na posao isplaćuje se iznos od 3,00 konvertibilne marke.

Član 39.
(Upotreba privatnog automobila u službene svrhe)

- (1) Univerzitet može posebnom odlukom ili putnim nalogom odobriti radniku korištenje privatnog automobila u službene svrhe.
- (2) Ukoliko zaposlenik ima pravo na korištenje privatnog automobila u službene svrhe, priznat će mu se troškovi u visini od 20% od cijene benzina po pređenom kilometru.

Član 40.
(Druga materijalna davanja)

- (1) Druga materijalna davanja koja nisu regulisana zakonom ili podzakonskim opštim aktima (solidarna pomoć, poklon djeci, jubilarne nagrade, stimulacije i dr.) mogu se isplatiti na

osnovu odluke rektora i to do visine od 1.000,00 KM, a preko ovog iznosa odlukom Upravnog odbora.

- (2) Pravo na novčanu nagradu - stimulaciju se može ostvariti na svim poslovima na Univerzitetu. Prilikom odlučivanja o stimulaciji, u obzir se uzimaju konkretni pokazatelji postignutih rezultata do kojih se dolazi konkretnim ocjenjivanjem okolnosti u kojima su oni ostvareni, kao i njihov značaj i korist za rad Univerziteta.

PRESTANAK UGOVORA O RADU

Član 41. (Prestanak ugovora o radu)

Ugovor o radu prestaje u skladu sa članom 94. Zakona o radu.

Član 42. (Sporazum o prestanku ugovora o radu)

- (1) Ugovor o radu može prestati sporazumom o prestanku ugovora o radu, koji mora biti u pisanoj formi.
- (2) Sporazumom iz stava (1) utvrđuje se rok u kojem radni odnos prestaje, te sva ostala međusobna prava i obaveze koje iz prekida radnog odnosa proizilaze.

Član 43. (Otkaz ugovora o radu)

- (1) Univerzitet može otkazati radniku ugovor o radu, uz propisani otkazni rok, ako:
 - a) je takav otkaz opravdan iz ekonomskih, tehničkih ili organizacijskih razloga, a ne može se osnovano očekivati od Univerziteta da zaposli radnika na druge poslove ili da ga prekvalifikuje i dokvalifikuje za rad na drugim poslovima;
 - b) kada radnik nije u mogućnosti da izvršava svoje obaveze iz radnog odnosa.
- (2) Ako u periodu od jedne godine od otkazivanja ugovora o radu u smislu stava (1) tačka a) ovog člana, Univerzitet namjerava da zaposli radnika sa istim kvalifikacijama i stepenom stručne spreme ili na istom radnom mjestu, prije zapošljavanja drugih lica dužan je ponuditi zaposlenje onim radnicima čiji su ugovori o radu otkazani.

Član 44. (Otkaz ugovora o radu bez poštivanja otkaznog roka)

- (1) Univerzitet može otkazati ugovor o radu radniku, bez obaveze poštivanja otkaznog roka, u slučaju da je radnik odgovoran za teži prijestup, ili za težu povredu radnih obaveza iz ugovora o radu, a koji su takve prirode da ne bi bilo osnovano očekivati od Univerziteta da nastavi radni odnos.
- (2) Ugovor o radu može se otkazati u roku od 60 dana od dana saznanja za činjenicu zbog koje se daje otkaz, ali najduže u roku od jedne godine od dana učinjene povrede.
- (3) U slučaju lakših prijestupa ili lakših povreda radnih obaveza iz ugovora o radu, ugovor o radu se ne može otkazati bez prethodnog pisanog upozorenja radniku.

- (4) Pisano upozorenje iz stava (2) ovog člana sadrži opis prijestupa ili povrede radne obaveze za koje se radnik smatra odgovornim i izjavu o namjeri da se otkáže ugovor o radu bez davanja predviđenog otkaznog roka za slučaj da se prestup ponovi u roku od šest mjeseci nakon izdavanja pisanog upozorenja.

Član 45.
(Otpremnina)

- (1) Radnik kojem Univerzitet otkazuje ugovor o radu, a koji je radio na neodređeno vrijeme nakon najmanje dvije godine neprekidnog rada, osim u slučaju kada se ugovor otkazuje zbog razloga kršenja obaveza iz radnog odnosa ili zbog neispunjavanja obaveza iz ugovora o radu od strane radnika, ima pravo na otpremninu koja ne može biti u iznosu manjem od jedne trećine prosječne mjesečne plaće koju je ostvario u posljednja tri mjeseca prije prestanka ugovora o radu, za svaku navršenu godinu rada na Univerzitetu.
- (2) Način, uslovi i rokovi isplate otpremnine utvrđuju se pisanim ugovorom između radnika i Univerziteta.

Član 46.
(Otkazni rok)

Otkazni rok iznosi mjesec dana od dana uručenja otkaza radniku, odnosno Univerzitetu.

Član 47.
(Otkaz sa ponudom izmijenjenog ugovora o radu)

- (1) Izmjene i dopune ugovora o radu se vrše putem otkaza sa ponudom izmijenjenog ugovora o radu.
- (2) O ponudi za zaključivanje ugovora o radu pod izmijenjenim uvjetima radnik se mora izjasniti u roku od osam dana od dana uručenja ponude Univerziteta.
- (3) Ako radnik prihvati ponudu Univerziteta iz stava (1) ovog člana, zadržava pravo da pred nadležnim sudom osporava dopuštenost takve izmjene ugovora.

ODGOVORNOST RADNIKA

Član 48.
(Povrede obaveza iz radnog odnosa)

- (1) Radnik odgovara za povrede obaveza iz radnog odnosa koje su utvrđene ovim Pravilnikom ili zakonom.
- (2) Povrede obaveza iz radnog odnosa tretiraju se kao lakše i teže.

Član 49.
(Lakše povrede radnih obaveza)

Lakše povrede radnih obaveza i dužnosti su:

- a) Neopravdano izostajanje sa posla (nedolazak na posao, kašnjenje, odlazak sa posla prije isteka radnog vremena ili neopravdano odsustvo s posla za vrijeme kada je obavezna prisutnost na radnom mjestu);
- b) nesavjesno obavljanje radnih obaveza;
- c) neobavješćavanje o propustima u vezi sa zaštitom na radu i drugim okolnostima koje mogu prouzrokovati štetu Univerzitetu;
- d) neučtiv i nekorektan odnos prema ostalim radnicima ili studentima, odnosno odbijanje saradnje sa drugim radnicima zbog lične netrpeljivosti ili drugih neopravdanih razloga;
- e) odbijanje prekovremenog rada u izuzetnim slučajevima (viša sila, povećanje obima posla, zamjena iznenadno odsutnog radnika).

Član 50.
(Teže povrede radnih obaveza)

Teže povrede radnih obaveza zaposlenog, osim povreda propisanih zakonom su:

- a) Neizvršavanje, nesavjesno, neopravdano ili nemarno izvršavanje poslova;
- b) Izvršenje krivičnog djela na radu ili u vezi sa radom;
- c) Nedolično i neprofesionalno ponašanje prema zaposlenicima, studentima i drugim licima (vrijeđanje, zlostavljanje i sl.);
- d) Zloupotreba službenog položaja i prekoračenje datog ovlaštenja;
- e) Neovlašteno istupanje u ime Univerziteta;
- f) Izazivanje tuče i učestvovanje u istoj u okviru kampusa Univerziteta;
- g) Dolazak na posao pod utjecajem alkohola ili narkotičkih sredstava, ili konzumiranje istih u okviru kampusa Univerziteta;
- h) Neovlašteno korištenje sredstava Univerziteta u privatne svrhe;
- i) Neizvršavanje službenog naloga od strane nadređenog lica;
- j) Neopravdan izostanak sa posla u neprekidnom trajanju od tri radna dana ili sedam radnih dana sa prekidima u toku jedne godine ili zloupotreba odsustva zbog privremene spriječenosti za rad;
- k) Neopravdano neodržavanje nastavnih aktivnosti u toku mjeseca u obimu od najmanje 25% časova predviđenih rasporedom;
- l) Davanje netačnih podataka i prevarno ponašanje prilikom zasnivanja radnog odnosa;
- m) Prikriivanje i neprijavlivanje učinjene povrede radne dužnosti ili lica koji je istu učinio;
- n) Rad kod drugih Univerziteta ili lica bez saglasnosti Univerziteta;
- o) Odavanje poslovne, službene ili druge tajne utvrđene propisom ili općim aktom Univerziteta;
- p) Neovlašteno saopćavanje podataka o isplatama plata pojedinog radnika drugim zaposlenicima ili trećim licima;
- q) Podsticanje mržnje po osnovu vjerske, rasne, jezičke, nacionalne ili druge pripadnosti;
- r) Neovlašteno nošenje oružja na Univerzitetu;
- s) Političko organizovanje i djelovanje u prostorijama Univerziteta;
- t) Neovlaštena promjena podataka u evidenciji odnosno ispravi;
- u) Zloupotreba položaja brisanjem, dodavanjem, precrtavanjem ili izostavljanjem podataka u evidenciji;

- v) Uništenje, oštećenje, skrivanje ili neovlašteno iznošenje evidencije, odnosno univerzitetskih isprava;
- w) Odbijanja prijema i davanja na uvid evidencije licu koje vrši nadzor nad radom Univerziteta;
- x) Odbijanje izvršavanja poslova radnog mjesta na koje je radnik raspoređen, definisanih Pravilnikom o unutrašnjoj sistematizaciji i organizaciji radnih mjesta na Univerzitetu;
- y) Odbijanje prekvalifikacije i dokvalifikacije za drugo odgovarajuće mjesto u slučajevima predviđenim zakonom ili općim aktom Univerziteta;
- z) Neobavještanje Univerziteta o privremenoj spriječenosti za rad (pravo na bolovanje), u roku od tri dana od dana nastupanja takvih okolnosti;
- aa) Uništavanje ili nesavjestan odnos prema imovini Univerziteta;
- bb) Učestalo kašnjenje na posao i odlazak sa posla prije isteka radnog vremena u više radnih dana ili neopravdano odsustvo s posla za vrijeme kada je obavezna prisutnost;
- cc) Drugi prekršaji i radnje koje su predviđene kao teže povrede radnih obaveza, a koje su propisane zakonom ili općim aktom Univerziteta.

Član 51.

(Postupak utvrđivanja povrede radne obaveze)

- (1) Postupak utvrđivanja povrede radne obaveze podrazumijeva davanje prava na odbranu radniku putem: a) otvaranja disciplinskog postupka, ili b) davanja prava na odbranu bez otvaranja i vođenja formalnog disciplinskog postupka.
- (2) Rektor diskreciono odlučuje da li će u konkretnom slučaju voditi disciplinski postupak ili će radniku dati mogućnost odbrane na drugi način bez otvaranja disciplinskog postupka.
- (3) Postupak utvrđivanja povrede radne obaveze u pravilu je hitan i mora biti okončan najduže u roku od 60 dana od saznanja za povredu radne obaveze, odnosno najkasnije u roku od jedne godine od dana učinjene povrede.

Član 52.

(Pismeno upozorenje)

U slučaju nesporno utvrđene povrede radne obaveze, rektor Univerziteta može odlučiti da radniku, bez prethodnog iznošenja odbrane, uruči pismeno upozorenje koje sadrži opis povrede radne obaveze za koje se radnik smatra odgovornim i izjavu o namjeri da se otkáže ugovor o radu bez davanja predviđenog otkaznog roka u slučaju da se prestup ponovi u roku od šest mjeseci nakon izdavanja pisanog upozorenja Univerziteta.

Član 53.

(Mjere u slučaju utvrđene povrede radne obaveze)

U slučaju utvrđene povrede radne obaveze, a nakon iznošenja odbrane radnika, rektor odlukom može odrediti jednu ili više dole navedenih mjera, i to:

- a) Pismena opomena uz opis povrede radne obaveze i izjavu o namjeri otkaza ugovora o radu u slučaju ponovljene iste povrede radne obaveze;
- b) Umanjenje plaće za vrijeme od jednog do šest mjeseci, s tim da umanjeње ne može iznositi mjesečno više od 30% od ukupne neto plaće isplaćene u mjesecu u kojem je

- izrečena, uzimajući u obzir da se ovakva mjera može izreći isključivo kao alternativa otkazu ugovora o radu, kao povoljnija za radnika;
- c) Otkaz ugovora o radu.

Član 54.

(Prijava o počinjenoj povredi radne obaveze)

- (1) Prijava o počinjenoj povredi radne obaveze podnosi se rektoru Univerziteta lično ili putem pošte.
- (2) Prijavu može podnijeti anonimno lice, organizaciona jedinica Univerziteta, služba, radnik ili student.
- (3) U svakoj fazi postupka utvrđivanja radnopravne odgovornosti, rektor može odbiti ili odbaciti prijavu, obustaviti sve provedene radnje, izmijeniti donesenu odluku, odnosno prekvalifikovati povredu radne obaveze koja se radniku stavlja na teret.

Član 55.

(Okončanje postupka utvrđivanja povrede radne obaveze)

Po okončanju postupka utvrđivanja povrede radne obaveze, rektor donosi odluku kojom:

- a) Utvrđuje odgovornost radnika za povredu radne obaveze i izriče mu jednu od mjera navedenih u članu 53. ovog Pravilnika;
- b) Utvrđuje da je prijava neosnovana i radnika oslobađa odgovornosti, ili
- c) Obustavlja postupak.

Član 56.

(Pravo radnika na prigovor)

- (1) Protiv odluke o izricanju neke od mjera iz člana 53. radnik može podnijeti prigovor Upravnom odboru Univerziteta (kao drugostepenom organu) putem Rektorata u roku od 30 dana od dana uručenja rješenja.
- (2) Ukoliko radnik na podnese prigovor u roku iz prethodnog stava ili podnese po proteku roka, prvostepeno rješenje postaje konačno.
- (3) Odluka kojom je odlučeno o prigovoru radnika je konačna.
- (4) Prigovor protiv odluke iz stava (1) ovog člana ne odlaže izvršenje navedene odluke.

Član 57.

(Dostavljanje pismena)

- (1) Dostavljanje poziva, obavijesti, rješenja, odluka i sl., u vezi s ostvarivanjem prava i obaveza iz radnog odnosa vrši se neposrednim uručivanjem radniku tokom rada ili dostavljanjem na zadnju prijavljenu adresu radnika putem preporučene pošte s povratnicom.
- (2) U slučaju da se uručivanje putem pošte ne može izvršiti dostavljanje se vrši isticanjem pisanog akta na oglasnoj ploči Univerziteta, te će se isti smatrati uredno dostavljenim istekom osam dana od dana isticanja na oglasnoj ploči.

Član 58.

(Zaštita poslovnih i ličnih podataka)

- (1) Podaci sa kojima se u obavljanju svojih radnih obaveza upoznaju i koriste radnici, a odnose se na pitanja od značaja za poslovanje Univerziteta, poslovne ili osobne naravi, pojedinstvi organizacije Univerziteta, poslovni program i postupke, smatraju se poslovnom tajnom.
- (2) Radnik je obavezan čuvati tajnu o prihodima i drugim ličnim podacima radnika do kojih je došao tokom obavljanja poslova radnog mjesta.

Član 59.
(Prikupljanje podataka)

- (1) Univerzitet prikuplja i obrađuje podatke radnika, a koji su mu potrebni radi urednog vođenja evidencije iz oblasti radnih odnosa kao i drugih evidencija potrebnih u svrhu ukupnog obavljanja djelatnosti visokog obrazovanja.
- (2) U smislu stava 1. ovog člana naročito se prikupljaju ovi podaci:
 - a) ime i prezime radnika;
 - b) jedinstveni matični broj građana (JMBG);
 - c) dan, mjesec i godina rođenja;
 - d) mjesto rođenja;
 - e) adresa prebivališta ili boravišta radnika (mjesto, općina), te broj telefona;
 - f) mjesto rada;
 - g) zanimanje;
 - h) školska sprema;
 - i) stručno obrazovanje;
 - j) stručna sprema za obavljanje određenih poslova, poslovi (radno mjesto) na kojem radnik radi;
 - k) izbor u akademska zvanja;
 - l) objavljeni radovi/oblici umjetničkog stvaralaštva, priznanja i drugi podaci relevantni za izbor u akademska zvanja;
 - m) kontakt informacije na radnom mjestu na kojem radnik radi;
 - n) plaća;
 - o) odsustva i godišnji odmori;
 - p) obrazovanje, stručno osposobljavanje i usavršavanje za rad tokom trajanja radnog odnosa;
 - q) invalidnost i radna sposobnost;
 - r) radno vrijeme radnika u satima;
 - s) radni staž do zaposlenja kod ovog poslodavca;
 - t) da li je ugovor sklopljen na određeno ili neodređeno vrijeme;
 - u) da li je radnik invalid rada;
 - v) zaposlenje kod drugog Univerziteta;
 - w) datum zasnivanja radnog odnosa;
 - x) datum prestanka radnog odnosa;
 - y) razlog prestanka radnog odnosa;
 - z) da li se protiv radnika vodi krivični postupak odnosno da li mu je izrečena pravosnažna presuda;
 - aa) drugi podaci o radnicima i članovima njihovih porodica čije je vođenje propisano zakonom ili posebnim propisom radi ostvarivanja prava na radu i u vezi sa radom.
- (3) Univerzitet je dužan obezbijediti pisanu saglasnost radnika za obradu ličnih podataka radnika u slučajevima kada je to propisano zakonom.

Član 60.
(Dostava podataka trećim licima i njihovo objavljivanje)

- (1) Podaci o radnicima prikupljaju se, obrađuju, koriste i dostavljaju trećim osobama radi ostvarivanja prava i obveza iz radnog odnosa odnosno u vezi s radnim odnosom.
- (2) Podaci o radnicima koji se odnose na izbor u akademska zvanja ne predstavljaju službenu tajnu i mogu se objavljivati u skladu sa odlukom Univerziteta.
- (3) Univerzitet može obraditi, koristiti i dostaviti podatke o radnicima tijelima i komisijama koji vrše evaluaciju/akreditaciju Univerziteta kao visokoškolske ustanove i njenih studijskih programa u onoj mjeri u kojoj je potrebno da se izvrši pravilna evaluacija/akreditacija Univerziteta.

Član 61.
(Vođenje evidencija)

- (1) Univerzitet svakodnevno vodi evidenciju o radnicima i drugim licima angažovanim na radu koja sadrži podatke o početku i završetku radnog vremena, smjenama i drugim podacima o prisustvu radnika na radu.
- (2) Evidencija iz stava (1) ovog člana mora sadržavati podatke o početku i završetku radnog vremena, smjenama i druge podatke o prisustvu radnika na radu.

Član 62.
(Zakonska zabrana takmičenja)

Radnik ne smije za svoj ili tuđi račun bez odobrenja Univerziteta, sklapati poslove iz djelatnosti koju obavlja Univerzitet.

Član 63.
(Postupanje u slučaju izuma, predmeta industrijskog dizajna i tehničkog unaprijeđenja na radu ili u vezi sa radom)

- (1) Radnik je dužan da obavijesti Univerzitet o izumu, predmetima industrijskog dizajna odnosno tehničkom unapređenju kojeg je ostvario na radu ili u vezi sa radom.
- (2) Izumi odnosno predmeti industrijskog dizajna u smislu stava (1) ovog člana, određeni su propisima iz oblasti industrijskog vlasništva.
- (3) Radnik je obavezan da čuva kao poslovnu tajnu podatke o izumu, odnosno predmetima industrijskog dizajna i ne smije ih bez odobrenja Univerziteta dati trećem licu.
- (4) Izumi odnosno predmeti industrijskog dizajna ostvareni na radu ili u vezi s radom pripadaju poslodavcu, a radnik ima pravo na nadoknadu utvrđenu kolektivnim ugovorom, ugovorom o radu ili posebnim ugovorom.
- (5) O svom izumu, predmetima industrijskog dizajna koji nije ostvaren na radu ili u vezi s radom, radnik je dužan obavijestiti poslodavca ako je izum u vezi s djelatnošću poslodavca, te mu pismeno ponuditi ustupanje prava u vezi s izumom.
- (6) Ako poslodavac primijeni tehničko unapređenje odnosno tehničko rješenje ostvareno racionalizacijom odnosno novatorskim rješenjima koje je predložio radnik, obavezan je radniku isplatiti naknadu koja se utvrđuje kolektivnim ugovorom, ugovorom o radu ili posebnim ugovorom.

Član 64.
(Naknada štete)

- (1) Radnik koji na radu ili u vezi s radom namjerno ili zbog krajnje nepažnje prouzrokuje štetu Univerzitetu dužan je štetu nadoknaditi.
- (2) Ako štetu prouzrokuje višeradnika, svaki radnik odgovara za dio štete koji je prouzrokovao.
- (3) Ako se za svakog radnika ne može utvrditi dio štete koju je prouzrokovao, smatra se da su svi radnici podjednako odgovorni i štetu nadoknađuju u jednakim dijelovima.
- (4) Ako je više radnika prouzrokovalo štetu krivičnim djelom sa umišljajem, za štetu odgovaraju solidarno.
- (5) Ako je prouzrokovana šteta mnogo veća od utvrđenog paušalnog iznosa naknade štete, Univerzitet može zahtjevati naknadu u visini stvarno prouzrokovane štete.
- (6) Radnik koji na radu ili u vezi sa radom namjerno ili zbog krajnje nepažnje prouzrokuje štetu trećem licu, a štetu je nadoknadio Univerzitet, dužan je Univerzitetu nadoknaditi iznos naknade isplaćene trećem licu.
- (7) Radnik je dužan Univerzitetu naknaditi pričinjenu štetu u skladu sa pravilima o naknadi štete.

Član 65.
(Utvrđivanje visine štete)

- (1) Ukoliko se visina štete i pripadajuća naknada ne može utvrditi u tačnom iznosu ili bi utvrđivanje njezinog iznosa uzrokovalo nesrazmjerne troškove, šteta se obračunava u paušalnom iznosu.
- (2) Paušalni iznos štete utvrđuje tročlana komisija.
- (3) Komisiju imenuje rektor.
- (4) Paušalni iznos štete komisija utvrđuje po slobodnoj procjeni.

Član 66.
(Primjena općih pravila obligacionog prava)

Smanjenje ili oslobađanje radnika od obaveze naknade štete može se provesti u skladu sa općim pravilima obligacionog prava.

ZAŠTITA RADNIKA

Član 67.
(Obaveze Univeziteta i radnika)

- (1) Radnik je dužan upoznati se sa propisima iz oblasti radnih odnosa, a Univerzitet omogućava upoznavanje radnika o svim pravima i obavezama iz radnih odnosa.
- (2) Upoznavanje o svim pravima i obavezama iz radnih odnosa vrši se putem Službe za personal i ljudske resurse, oglasne ploče ili elektronske pošte na službenu email adresu radnika koja se dodjeljuje od strane Univerziteta.
- (3) Smatra se da je dostavljanje bilo kojeg službenog pismena izvršeno uredno ukoliko je poslato sa službene email adrese Univerziteta na službenu email adresu radnika.

- (4) Ovim pravilnikom utvrđuje se i posebna radna obaveza svakog radnika da prima i odgovara na pismena koja se šalju putem internog informacionog sistema Univerziteta na službenu email adresu radnika u razumnom roku, osim u slučajevima odsustva zbog privremene spriječenosti za rad.
- (5) Službena email adresa radnika verifikuje se posebnim internim aktom Univerziteta.

Član 68.
(Zaštita žene i materinstva)

- (1) Univerzitet ne može odbiti da zaposli ženu zbog njene trudnoće, niti može za vrijeme trudnoće, korištenja porođajnog odsustva, te za vrijeme korištenja prava iz člana 63., 64. i 65. Zakona otkazati ugovor o radu ženi, odnosno radniku koji se koristi nekim od spomenutih prava.
- (2) Prestanak ugovora o radu na određeno vrijeme ne smatra se otkazom ugovora o radu u smislu stava (1) ovog člana.
- (3) Univerzitet je dužan ženu, uz njen pisani pristanak, za vrijeme trudnoće, odnosno dojenja djeteta, rasporediti na druge poslove ako je to u interesu njenog zdravstvenog stanja koje je utvrdio ovlašteni ljekar.
- (4) Ako Univerzitet nije u mogućnosti da osigura raspoređivanje žene u smislu stava (3) ovog člana, žena ima pravo na odsustvo sa rada uz naknadu plaće koju odredi Upravni odbor.
- (5) Privremeni raspored iz stava (3) ovog člana ne može imati za posljedicu smanjenje plaće žene.

POSEBNE ODREDBE

Član 69.
(Vijeće zaposlenika i sindikalno udruživanje)

Radnici imaju pravo da formiraju vijeće radnika i da se sindikalno udružuju i organizuju u skladu sa pozitivnim zakonodavstvom.

Član 70.
(Privremeni i povremeni poslovi)

Univerzitet može angažovati određeno lice za obavljanje sljedećih privremenih i povremenih poslova:

- a) U cilju izvođenja pojedinih specifičnih predavanja, vježbi, seminara i drugih oblika rada, organizaciona jedinica može na prijedlog predmetnog nastavnika angažirati istaknutog naučnog radnika, umjetnika, odnosno stručnjaka iz prakse da učestvuje u ostvarivanju dijela nastave na nastavnom predmetu. Ovaj angažman je određen brojem sedmica unutar jednog semestra i prethodi mu odluka fakulteta ili Senata o utvrđenoj potrebi za takvim angažmanom;
- b) Poslovi studentskih demonstratora koji su definisani Statutom Univerziteta,
- c) Poslovi studentskih pomoćnika koji se sastoje u pružanju privremene administrativne podrške nastavnom i nenastavnom osoblju,

- d) Pomoćni poslovi kod organizovanja skupova, konferencija, završnih ispita, ceremonija i sl.,
- e) Pomoćni sezonski fizički poslovi,
- f) Drugi poslovi koji ne predstavljaju poslove za koje se zaključuje ugovor o radu na određeno ili neodređeno vrijeme, sa punim ili nepunim radnim vremenom i koji ne traju duže od 60 radnih dana.

PRELAZNE I ZAVRŠNE ODREDBE

Član 71. (Odgovarajuća primjena zakona)

Suprotnost koje odredbe ovog Pravilnika sa odredbom važećeg ili naknadno donesenog zakona ili drugog propisa, ne utiče na valjanost ovog Pravilnika u cijelosti, već će se umjesto odredbe suprotne zakonu ili drugom propisu neposredno primijeniti odgovarajuća odredba zakona ili drugog propisa.

Član 72. (Izmjene i dopune Pravilnika)

Pravilnik se mijenja, dopunjuje i stavlja van snage na način koji je propisan za njegovo donošenje, u skladu sa Zakonom.

Član 73. (Tumačenje odredbi Pravilnika)

Tumačenje Pravilnika i njegovih pojedinačnih odredbi vrši Upravni odbor Univerziteta.

Član 74. (Pravo uvida u Pravilnik)

Svaki radnik ima pravo neposrednog uvida u Pravilnik, njegove izmjene i dopune.

Član 75. (Stupanje na snagu)

- (1) Ovaj Pravilnik stupa na snagu danom stupanja na snagu odluke Upravnog odbora IUS-UO-08-16/19.
- (2) Stupanjem na snagu ovog Pravilnika prestaje da važi Pravilnik o radu broj IUS- UO-08-13/2019 – prečišćeni tekst.

PREDSJEDNICA UPRAVNOG ODBORA

Prof. dr. Sevgi KURTULMUŞ

INTERNATIONAL UNIVERSITY OF SARAJEVO
Internacionalni univerzitet u Sarajevu

Number: IUS-UO 08-16-1/19

BOOK OF RULES ON LABOR RELATIONS

Consolidated text

December 2019

Pursuant to item III of the Decision of Board of Trustees of the International University of Sarajevo on changes of the Labor Rulebook at IUS, no. IUS UO 08-16/19 of December 25, 2019, HR Office prepared a consolidated text of the Book of Rules on Labor Relations at the International University of Sarajevo with appendixes, based on the Book of Rules on Labor Relations no IUS-UO-08-13/2019-consolidated text and decision on its changes no IUS-UO-16/19. The proposed text was accepted and adopted by the Board of Trustees pursuant the Article 118 of the Labor Law ("Official Gazette of the Federation of Bosnia and Herzegovina", No. 26/16 and 89/18), and Article 129 of the Law on Higher Education ("Official Gazette of the Sarajevo Canton", No. 33/17), on December 25, 2019, as follows:

**BOOK OF RULES ON LABOR RELATIONS
OF THE INTERNATIONAL UNIVERSITY OF SARAJEVO
Consolidated text**

GENERAL PROVISIONS

**Article 1
(Subject of the Book of Rules)**

- (1) Book of Rules on Labor Relations of the International University of Sarajevo (hereinafter referred to as: the Rules) regulates the rights and obligations arising from employment: salaries, work organization, systematization of jobs, specific conditions for the employment and other matters relevant to the University and the employee, in accordance with the Labor Law of Federation of Bosnia and Herzegovina (hereinafter referred to as: the Law) and collective agreement.
- (2) These Rules cannot establish less favorable rights than those determined in the Law.
- (3) If a right arising from employment is differently regulated by these Rules, Law, collective agreement or employment contract, then the right most favorable for the employee is applicable.

**Article 2
(Meanings of terms in the Rules)**

- (1) For the purpose of the Book of Rules on Labor Relations and employment contracts, the used terms have the following meanings:

- a) University is the International university of Sarajevo, headquartered in Sarajevo, at Hrasnička cesta 15 (hereinafter referred to as: The University) that provides the employee with a job under employment contract,
- b) Employee is person employed based on employment contract,
- c) Academic staff are employees appointed to one of the academic ranks in accordance with the Law on Higher Education of the Sarajevo Canton,
- d) Non-academic staff are all other employees which are not considered academic staff in terms of these Rules,
- e) Full-time working hours are 40 hours per week, unless otherwise specified by Law, collective agreement, employment contract or these Rules,
- f) Part-time working hours are working hours which are shorter than full-time working hours,
- g) One year is a calendar year,
- h) Rector is person who is authorized to represent University in internal and external affairs, who makes decides in regards to hiring of new employees and concluding employment contracts, and who is deciding on rights, obligations and responsibilities of employees in accordance with the law and development plans determined by the Board of Trustees.

Article 3

(Conclusion of employment contracts for a foreign national)

Foreign nationals conclude employment contract with the University under the conditions laid down by the Law on Employment of Foreigners and supporting acts.

CONCLUSION OF EMPLOYMENT CONTRACTS

Article 4

(Procedure for conclusion of employment contracts for non-academic staff)

- (1) When need for a new employee arises and upon proposal from Secretary General, Rector makes a decision on announcing vacancies for hiring new employees.
- (2) In his/her decision on announcing vacancies, Rector appoints Commission for carrying out of selection procedure, defines criteria for selection and provides necessary guidelines for the Commission.
- (3) Exceptionally, Rector can make decision on hiring a new employee without carrying out application procedure through vacancy announcement.
- (4) After selection procedure is finished and proposal by Commission is submitted, Rector makes the final decision on hiring of new employee.
- (5) After decision on hiring is made, employment contract with the new employee is concluded and new employee is registered with the government retirement agency and relevant health insurance and unemployment insurance authorities.

Article 5

(Procedure for conclusion of employment contracts for academic staff)

Provisions of the Law on Higher Education of the Sarajevo Canton are applied for determining academic needs and opening vacancies for hiring and appointment of academic staff.

Article 6
(Employment contracts with definite or indefinite time period)

- (1) Employment contract is concluded with either definite or indefinite time period.
- (2) Employment contract which does not contain any indication of its duration is considered to be with indefinite time period.
- (3) Contract with definite time period cannot be concluded for a period longer than three years.
- (4) If an employee explicitly or tacitly renews employment contract with definite time period with the University, i.e. explicitly or tacitly concludes consecutive employment contracts with the University with definite time periods, whose duration is longer than three years without interruption, the contract shall be considered a contract with indefinite time period.
- (5) Provision of the preceding paragraph shall not be applied to employees from the academic staff, who concludes employment contracts in accordance with the provisions of the Law on Higher Education of the Sarajevo Canton.
- (6) University cannot conclude employment contract or contract for temporary services with a foreign national before the issuance of the temporary residence in accordance with the law.
- (7) Employment contract with a foreign national cannot be concluded for a period longer than the period of validity of his/her work permit.

Article 7
(Contents of the employment contract)

- (1) An employment contract is concluded in written form and contains, in particular, information on:
 - a) name and place of the University,
 - b) full name, permanent or temporary residence of an employee,
 - c) duration of contract,
 - d) day of commencement of work,
 - e) place of work,
 - f) position to which the employee is employed for and a brief job description,
 - g) length and schedule of working hours,
 - h) salary, bonuses, additions and payment frequency,
 - i) duration of the annual leave,
 - j) notice period when terminating contract,
 - k) duration of the trial period,
 - l) specific conditions that apply to an employee,
 - m) general responsibilities related to work,
 - n) other information regarding working conditions determined by collective agreement.

- (2) In addition to the elements mentioned in the previous paragraph, employment contract for the academic staff also contains information on:
- a) academic title,
 - b) date of the most recent academic appointment,
 - c) course or scientific area of appointment, and
 - d) responsibilities related to teaching, educational, scientific research and other tasks and duties in accordance with the Job Classification with Short Description of duties at the International University of Sarajevo (hereinafter: the Systematization of jobs).

Article 8
(Effects of employment contract)

- (1) By concluding employment contract, employment relation is created between University and employee whose content and scope of rights and obligations is defined by the type of employment contract.
- (2) Employee who concluded a full-time employment contract acquires rights under this Book of Rules, law and collective agreement.
- (3) Employee who concluded a part-time contract is entitled to the same rights arising from employment contract as an employee with a full-time contract, except for those rights that are depending on the length of working time in accordance with the collective agreement or employment contract (salary, and other benefits, the right for a break during the day).
- (4) Scope of the rights referred to in paragraph 3 is determined in proportion to the length of working time.

ORGANISATION OF WORK AT THE UNIVERSITY

Article 9
(Internal organizational structure)

- (1) University is centralized organizational entity whose internal organizational structure is stipulated in the Statute and other University regulation.
- (2) Jobs and tasks from within the scope of the University are realized through a systematized organization and work of organizational and sub organizational units in accordance with the Systematization of jobs, which forms an integral part of this Rulebook (Appendix I).

Article 10
(Management and responsibility)

- (1) Rector, on behalf of the University, organizes work, performs management duties and reports to the Board of Trustees.
- (2) Rector, Vice-Rectors and the Secretary General constitute Rector's Board which helps Rector in carrying out his/her duties, which is more precisely regulated in Systematization of jobs.

- (3) Rector of the University for his/her work related to academic issues reports to the Senate, and for the work related to management issues reports to Board of Trustees.
- (4) Vice Rector reports to the Rector and the Senate; Secretary General reports to the Rector; deans and managers / directors of centers report to the Rector and Board of Trustees, and heads of administrative units within the Secretariat report to the Secretary General.
- (5) Rector performs his management duties directly or indirectly through authorized persons referred in this article, in accordance with the Systematization of jobs.

Article 11
(Systematization of jobs)

All work duties arising from the scope of University activities and activities of organizational units are structured according to job positions within the Systematization of jobs.

Article 12
(Assignment of employees)

- (1) All employees are assigned to one of the job positions either as:
 - a) Academic staff (a teacher or teaching assistant in accordance with the Decision on academic appointment) and/or
 - b) Non-academic staff (in accordance with the Systematization of jobs)
- (2) In case of emergencies (covering for an absent employee, a sudden increase in workload, preventing occurrence of major damage, breakage of equipment, natural disasters, etc.) University can unilaterally assign employee to a different position for no more than 60 days within one calendar year.
- (3) In case of situation referred in paragraph (2) of this article, employee's salary and other compensations are calculated as if the employee works in a position for which he/she has signed employment contract.
- (4) Request for protection of rights submitted against the decision referred in paragraph (2) of this article does not delay its enforcement.

VOCATIONAL EDUCATION, TRAINING AND PROFESSIONAL DEVELOPMENT

Article 13
(Rights and obligations related to education, training and professional development)

- (1) University can provide vocational education and professional development to teacher and teaching assistant for course or scientific area which they are appointed or they are preparing to be appointed, in accordance to the requirements stipulated in curriculum and syllabus.

- (2) University can provide vocational education and professional development for non-academic staff as well.
- (3) Employee must submit application letter and Dean's or Rector's formal approval prior to planned vocational education or professional development for a period of time he/she is planning to be absent from work.
- (4) Conditions, method, time and extent of educational training and professional development is determined in each case individually by a specific decision of a competent University authority or by the rector's decision.
- (5) Employee is required, in accordance with his/her abilities and professional needs, to pursue his/her education, training and professional development.
- (6) Education, training and professional development can be provided by the University or by other authorized legal persons.
- (7) When changing or introducing new methods and organization of work, University is required to provide employees with education, training and professional development.

WORKING HOURS

Article 14 (Full-time hours)

- (1) Working hours are established by Rector's decision and by the employment contract.
- (2) Based on the schedule of academic activities (class schedule, exam schedule, etc.) for all study cycles, exact number of hours for teaching duties, consultation activities, research duties, administrative and other duties of the academic staff can be determined at the beginning of a semester.
- (3) Full-time working hours for academic and non-academic staff lasts up to 40 hours per week.
- (4) Working hours can be redistributed by the Rector's decision, in accordance with the Labor Law.
- (5) Weekly working hours at the University are, generally divided into five working days.

Article 15 (Part-time hours)

- (1) A part-time employment contract can be entered into with an employee provided that the amount and nature of work and work organization require part-time working hours.
- (2) An employee that has entered into a part-time employment contract is allowed to enter several such contracts with different employers so as to achieve full time working hours.
- (3) If a part-time employee works in two or more organizations, the employment contract will specify a particular way of exercising the rights and obligations arising from employment depending on the length of working hours.

Article 16 (Overtime)

- (1) In case of force majeure (fire, earthquake, flood) or a sudden increase in workload, as well as in other cases of emergency, employee is, at a request of the University, required to work longer than their full-time working hours (overtime work), for up to eight hours per week.
- (2) Decision on working hours longer than full time working hours is issued by Rector.
- (3) Decision on monthly salary net payment for overtime work is made by Rector per recommendation by Secretary General.
- (4) If employee works overtime for a period longer than three consecutive weeks or longer than ten weeks within a calendar year, Rector shall notify the relevant Labor Inspection.
- (5) Employee is entitled to salary increase in the amount determined by the decision of the Board of Trustees in case of difficult working conditions, overtime and night work, and also for the work carried out during weekend, holiday or on any other day prescribed as a non-working day by law.

Article 17
(Redistribution of working hours)

- (1) Rector can issue decision on redistribution of working hours.
- (2) If required by the nature of work, full-time and part-time working hours can be redistributed so that longer working hours apply for a period of time, whereas working time shorter than full time applies at other times, provided that the average working time during the redistribution period does not exceed 52 hours a week, and in case of seasonal work, 60 hours a week.
- (3) If a redistribution of working hours has been implemented, the average working hours during the calendar year or any other period cannot exceed 40 hours a week.
- (4) If a redistribution of working hours has been implemented, those working hours are not regarded as overtime.

Article 18
(Night work)

- (1) Night work is defined as the work carried out between 22 p.m. and 6 a.m. the following day.
- (2) If the work is organized in shifts, the change of shifts must be applied so that an employee does the night shift consecutively for a maximum of one week.
- (3) When night or shift work are organized, the University shall take measures to ensure that the work is suited to the worker and that health and safety conditions are provided according to the nature of night or shift work.
- (4) University shall ensure health and safety protection for night and shift workers in accordance with the nature of the work they carry out as well as protection and prevention measures suitable and applicable to all the other workers and available at all times.

- (5) Night work is prohibited for pregnant women, mothers and adoptive parents as well as the persons who have been awarded custody of a child by the relevant authorities as long as the child is under the age of two.
- (6) Night work is prohibited for underage employees.

ANNUAL AND OTHER LEAVES

Article 19

(Rest break during the working day, daily and weekly rest periods)

Employee is entitled to a break during work day, break between two workdays, weekly break, annual leave and paid leave in accordance to the Law and this Book of Rules.

Article 20

(Daily break)

- (1) Employee who works more than 6 hours a day is entitled to a break during workday lasting at least 30 minutes, which cannot be used at the beginning or at the end of workday.
- (2) Per employee's request, University is obliged to allow employee to take a break, referred in paragraph (1) of this article, whose duration is one hour, for one day in a week.
- (3) Time spent on breaks referred in the previous paragraphs is not calculated as working time.
- (4) Manner and time for the use of breaks during the workday are specified in employment contract or by special decisions by Rector.
- (5) Break between two work days is time of rest between two consecutive workdays which lasts at least 12 consecutive hours.
- (6) Employee is entitled to a weekly break lasting at least 24 consecutive hours. If employee is required to work on the day of his weekly break, he is entitled to a day off from work which is taken during a period of time agreed between the University and the employee. However, that period cannot be longer than two weeks.
- (7) Employee can be asked to work on the day of his weekly break only in case of *force majeure* or an unexpected increase in the working load when the University is unable to take other measures, as well as in cases specified by individual decisions of the Rector.

Article 21

(Annual leave)

- (1) University employee shall be entitled to a basic paid annual leave for each calendar year in duration of 22 working days if he/she is a member of the academic staff or employed at the English Language School and 20 working days if he/she is a member of the non-academic staff.

- (2) The number of annual leave days is increased by adding additional days to the basic annual leave on the basis of completed years of employment at the University (IUS) in accordance with the following formula:
 - a) 5 years of employment at the University - additional two days of annual leave;
 - b) 10 years of employment at the University - additional two days of annual leave;
 - c) 15 years of employment at the University - additional one day of annual leave.
- (3) The maximum number of annual leave days for academic staff members (including ELS) is 27 and the maximum number of annual leave days for non-academic staff members is 25.
- (4) The number of days of annual leave for a particular year shall be calculated on 1st of January of that year, taking into account completed full years from commencement of employment at the University until that day.
- (5) Employees who, under the earlier rules, are entitled to a higher number of annual leave days than the number that they would have obtained by applying this Article, shall retain the acquired right on the principle of applying a more favorable rule.
- (6) Employee who is employed for the first time or who has been unemployed for more than 15 days is entitled to annual leave after being employed for 6 consecutive months.
- (7) If employee was not entitled to take annual leave as it is stated in paragraph (2) of this article, he/ she is entitled to have one day of annual leave for each month of the work.
- (8) In determining the length of annual leave it will be taken into account that the working hours are within a five-day work week.
- (9) Use of annual leave is approved in accordance to the Annual Leave Plan, taking into consideration that the workflow is not jeopardized and that employee's preferences are respected as much as possible.

Article 22
(Annual leave use)

- (1) Annual leave can be used in two parts.
- (2) If employee uses his/her annual leave in parts, employee must be allowed to use at least 12 days of annual leave during one calendar year, and the rest of the annual leave must be used by June, 30th of the following year, the latest.
- (3) Employee who does not use a part of his/her annual leave as it is stated in paragraph (2), is not entitled to use that annual leave in the following year.
- (4) Employees are entitled to use one day of their annual leave whenever they want to, but they are obliged to inform University about it at least three days beforehand.
- (5) University will inform employee of his/her annual leave in written form minimum seven days before the start of that annual leave.
- (6) While they are using their annual leave, employees are entitled to receive salary in the same amount as if they are at work.
- (7) In case employment contract is terminated and employee did not use part or entire annual leave due to University fault, University will pay compensation to employee for the part or entire annual leave which employee could not use. Amount of compensation will be equal to

the amount of money the employee would have received had he used the whole annual leave or the remaining part of it.

- (8) Due to summer semester, the use of annual leave (for both academic and non-academic staff) is determined in a way that continuous teaching process and support are carried out.

Article 23
(Protection of annual leave rights)

- (1) Employees cannot relinquish their annual leave rights.
- (2) Employees cannot be deprived of their annual leave rights, nor can they be paid instead of using annual leave, except in case described in paragraph (7), article 22 of this Book of Rules.

Article 24
(Paid leave)

- (1) Employees are entitled to have paid leave for up to seven days in one calendar year during which they will receive their salary when:
 - a) employee gets married,
 - b) wife of employee gives birth to a child,
 - c) terminal illness or death in employee's family or household (as stated or defined by the law),
 - d) employee moves,
 - e) natural disasters which is putting the life or property of the employee at risk,
 - f) any other similar situations, which will be decided by Rector on case by case basis.
- (2) Employee is entitled to paid leave during his/her education or professional development as stated in Article 13 of this Rule book, as well as for education for the purposes of union work, with remuneration that will be decided by the Board of Trustees.
- (3) Employee who donates blood on a voluntary basis is entitled to at least one paid day off for after each blood donation.
- (4) As for the rights based on employment relation, any paid leave is equal to time spent at work.
- (5) Employee is entitled to paid leave in other cases and times defined and regulated by the cantonal rules and regulations or collective agreement.

Article 25
(Religious holidays leave)

- (1) In the period of one calendar year, employee is entitled to four days off to fulfill his/her religious needs, two days are regarded as paid leave and the other two are regarded as unpaid leave.
- (2) For practical and economic reasons involved in planning teaching activities for the period of religious holidays, and bearing in mind that both students and academicians are of

multicultural and international backgrounds, Rector can approve all four days mentioned in paragraph (1) of this article as paid leaves.

Article 26
(Unpaid leave)

- (1) Per employee's request, University can grant to employee unpaid leave, during which all rights and duties defined and stated by the employment contract are dormant, unless stipulated otherwise by the law.
- (2) Unpaid leave defined in paragraph 1 of this article can be granted in following situations:
 - a) for any public service,
 - b) when an employee needs to care for a family member,
 - c) for medical treatments or therapies, and
 - d) in other cases, which are decided on case by case basis.
- (3) The decision to authorize the use of unpaid leave in the sense of the preceding paragraph shall be made by the Rector with the prior consent of the Board of Trustees, by making sure that the absence of the employee does not disrupt the work process.

Article 27.
(Obligation to obtain written approval for a leave)

- (1) Prior to taking any leave from work (annual leave, paid or unpaid leave, professional education, etc.) employee has to obtain written approval from Dean or Rector.
- (2) The Rector can, by a special document, regulate in more detail the procedures on the types and manner of using leaves of academic and administrative staff at the University.

Article 28.
(Women's care and Maternity leave)

- (1) During pregnancy, birth and nursing, woman has the right to one year of continuous maternity leave.
- (2) Based on a doctor's opinion, woman can start her maternity leave 28 days before the due date.
- (3) Woman can use shorter maternity leave, but not shorter than 42 days after the birth.
- (4) After 42 days after the birth, maternity leave can use employee who is father of the newborn, if both parents agree to do so.
- (5) Employee, father of the newborn, can also use the right from Paragraph (1) of this article in a case of mother's death, if mother leaves a child or if mother cannot use maternity leave due to other justifiable reasons.
- (6) When maternity leave ends, mother of a child has the right to work half of the full time for up to one year, while for twins, third and every following child, mother has the right to work half

of the full time until child is two years old, unless Cantonal regulation are not prescribing longer duration of this right.

- (7) Right from the previous paragraph of this article can be used by employee who is father of the child, if mother works full time during that period.

Article 29
(Woman's right on breastfeeding leave)

- (1) Woman who is breastfeeding, and who works full time after the maternity leave, has the right on two daily breaks, one hour each, until the child is one-year-old, due to breastfeeding.
- (2) Break time from paragraph (1) of this article is included in full working hours.

Article 30.
(Legal right on maternity leave in the event of child loss)

If a woman gives birth to a stillborn child or if the child dies before the end of maternity leave, she is entitled to extend the maternity leave for as long as authorized doctor finds it appropriate to recover from childbirth and psychological condition caused by the loss of a child, or at least 45 days from birth of a stillborn child i.e. child death, during which she uses all the rights determined by maternity leave.

Article 31.
(Salary compensation during maternity leave and part-time work leave)

- (1) While on maternity leave, employee has the right on salary compensation in accordance with special law regulations.
- (2) In addition to the rights referred in paragraph (1) of this Article, the worker may be paid the difference up to full wage at the expense of the University.
- (3) While working with part-time work from Article 28, paragraph (6) of this Book of Rules, employee is entitled to salary compensation for the time that employee does not work, in accordance with special law regulations.

SALARIES AND SALARY COMPANSATIONS

Article 32.
(Right to salaries)

- (1) University will pay salary to employee which consists of:
 - a) base salary,
 - b) salary for the performance and
 - c) increased salary.
- (2) Base salary is the product of the lowest net wage and appropriate pay grade coefficient reflecting complexity of the position which employee is working at.
- (3) Lowest net salary is the base line for the calculation of the base salary.

Article 33.
(Wage determination)

- (1) Employee's salary is determined in employment contract, based on the Rulebook on Salaries at the University (Appendix II).
- (2) Rulebook on Salaries classifies all working positions by the complexity of duties and responsibilities and work conditions.
- (3) Rulebook on Salaries establishes relevant pay grade coefficient for all positions listed in Systematization of jobs with the range of lowest and highest values in relation to each working position.

Article 34.
(Salary payments)

- (1) Salary is paid upon completion of work, at intervals which do not exceed 30 days.
- (2) Salary is paid by the 10th day of each month for the previous month.
- (3) Together with the payment of salary, University delivers written salary statement to employee.
- (4) University cannot recoup the amount it is owed by employee by withholding the payment of salary or a part of it, i.e. by withholding the remuneration or a part of it, without a court order or employee's approval.
- (5) Salary or salary compensation payments can be withheld in accordance with the regulation stipulating executive procedure.

Article 35
(Temporary incapacity to work)

- (1) Employee can be absent from work due to temporary incapacity on account of sickness, work-related sickness or injury sustained at work.
- (2) Absence due to temporary incapacity to work is assessed by a certified medical practitioner on a prescribed form. (Medical certificate).
- (3) In the case referred to in the paragraph above, employee must notify University of the commencement of sick leave within three days of starting sick leave, the latest.
- (4) The report on sick leave shall be submitted by the worker for each month in which he has been absent from work on this basis, as soon as possible.
- (5) During the sick leave, salary compensation will be determined in the amount of 80% of the compensation base, which is the salary paid to the employee for the month preceding the case based on which the right for compensation was acquired.
- (6) Exceptionally, the salary compensation will amount to 100% of the compensation base:

- a) For the period of sick leave due to injury that occurred at the workplace or professional disease;
- b) For the period of sick leave due to illness and complications caused by pregnancy and childbirth;
- c) For the period of sick leave due to transplantation of live tissue and organs to another person.

Article 36
(Allowances that do not constitute salary payment)

Allowances that do not constitute salary payment, such as food allowance, annual leave bonus, accommodation allowance, relocation allowance, are determined by a special decision in accordance with the law and bylaws regulating this area.

Article 37
(Daily business trip allowances and travel expenses)

- (1) Employee who is sent on work-related trip within the country is eligible for a daily allowance and reimbursement of the travel expenses in accordance with the law and bylaws regulating this area.
- (2) Full amount of daily business trip allowance is set by University and is equal to the amount determined by the Federal Government.
- (3) Employee who is taking business trip within the country is awarded a full daily allowance for every 24 hours spent on the business trip and any time exceeding the 24 hours only if the trip lasts longer than 12 hours.
- (4) Half a daily allowance is awarded for business trip that lasts between 8 and 12 hours.
- (5) Employee shall be entitled to reimbursement of travel expenses in the amount of public transportation costs from his/her place of residence or the University premises to the destination point of the business trip.
- (6) Employee shall also be entitled to reimbursement of the total amount of the accommodation expenses in a hotel approved by University.
- (7) Expenditures and daily allowances for foreign business trips are calculated in accordance with the regulations stipulating these matters for the state administration bodies.

Article 38
(Transportation costs)

- (1) Employee is entitled to receive reimbursement for transportation costs to and from work place in the amount of actual expenses incurred for using public transportation in accordance with the monthly or individual ticket fee.
- (2) In case alternative public means of transportation with differential prices are available, employee is entitled to receive reimbursement for public transportation expenses to and from work place in accordance with the ticket fee for the most convenient means of public transportation for the University.
- (3) In calculating the transportation cost of employees for a particular month, the full monthly amount from the employment contract shall be paid to the employee who actually came to work for at least half of the total number of working days in that month, while employees who do not meet this condition will be paid 3.00 KM for each working day they came to work during that month.

Article 39

(Use of private vehicle for business purposes)

- (1) University may approve to employee to use its private vehicle for business purposes by means of a special decision or a travel order.
- (2) In case employee is granted to use it private vehicle for business purposes, he/she will be reimbursed for travel expenses amounting to 20% of the petrol costs per kilometer of the trip.

Article 40

(Other material expenditures)

- (1) Other material expenditures not regulated by the law or general bylaws (financial assistance, children gifts, jubilee awards, incentives etc.) may be paid pursuant to Rector's decision in the maximum amount of 1.000 KM. All other expenditures exceeding this amount must be approved by the Board of Trustees.
- (2) The right to monetary reward - incentives can be exercised in all jobs at the University. When deciding on incentives, the concrete indicators of the achieved results, which are obtained by the concrete evaluation of the circumstances in which they were achieved, as well as their importance and benefit for the work of the University, shall be taken into account.

TERMINATION OF THE LABOR CONTRACT

Article 41

(Termination of the employment contract)

Employment contract can be terminated in accordance with Article 94 of the Labor Law.

Article 42

(Agreement on termination of employment contract)

- (1) Employment contract can be terminated with a mutually agreed agreement on termination, which has to be documented in written form.
- (2) Agreement referred in paragraph (1) of this article contains exact time when contract ends, and all other rights and responsibilities arising from employment relation.

Article 43
(Unilateral termination of employment contract)

- (1) University may terminate employment contract, by giving timely notice, in case:
 - a) that such termination of employment contract is due to economical, technical or organizational reasons, and the University cannot reasonably be expected to hire or train the employee to work in other jobs;
 - b) employee is not able to fulfill conditions arising from employment contract.
- (2) Pursuant to the paragraph (1) item a) of this article if the University intends to employ a person with the same qualifications and degree of vocational education or at the same position, University has obligation to offer employment to those employees whose employment contracts have been terminated, prior to employment of other staff members.

Article 44
(Termination of employment contract without advanced notice)

- (1) University may terminate employment contract, without providing advanced notice, in case employee is responsible for a severe misconduct or severe violation of employment obligations stipulated in his/her employment contract, and which are of such nature that it would be unreasonable to expect from University to continue employment relation.
- (2) Employment contract can be terminated within 60 days from the day in which the fact that caused the termination of the contract has been established, or within one year from the breach of employment obligations, the latest.
- (3) Employment contract cannot be terminated in case of light misdemeanor or breach of employment obligations, without issuing prior written warning to the employee.
- (4) Written warning from the paragraph (2) of this article have to include description of the misdemeanor or the breach of employment obligations that the employee is held in responsible for, as well as a statement that there is an intention to terminate the employment contract, without advanced notice in case misdemeanor or the breach of employment obligations is repeated within six months from the written warning.

Article 45
(Severance pay)

- (1) Employee who works under employment contract whose duration is not specified, acquires right to severance pay after two years of work when laid off by University, except in the case when employment contract is being cancelled due to violation of employment obligations or failure to fulfill work obligations under the employment by the employee. Severance pay cannot be less than one third of his/her average monthly salary earned in the last three months before the termination of the employment contract, for each full year of work at the University.
- (2) Method, conditions and deadline for the payment of the severance pay shall be determined by the written agreement between the employee and the University.

Article 46
(Termination notice period)

Termination notice period is one month from the date termination notice is delivered to employee or University.

Article 47
(Termination of employment contract with simultaneous offer for new contract)

- (1) Amendments to employment contract are done through termination of employment contract with simultaneous offer for new contract.
- (2) Employee must state his/ her response in regards to the conclusion of amended employment contract within the eight days from the receipt of the new employment contract offer by University.
- (3) If employee accepts University's employment contract offer from the paragraph (1) of this Article, employee still keeps the right to question permissibility of such amended contract at the competent court.

EMPLOYEE'S RESPONSIBILITY

Article 48
(Violation of employee's duties)

- (1) Employee is liable for violation of employee duties listed in this Book of Rules or in law.
- (2) Violations of employee duties are classified as minor or major violations.

Article 49
(Minor violation of employee duties)

- (1) Minor violation of employee duties are:
 - a) Unjustified absenteeism (failure to come to work, late coming to work, leaving work before the end of workday, unjustified absence from work when presence at work is compulsory)

- b) Fulfilling work duties negligently,
- c) Failure to report flaws in connection to work safety, or other circumstances which can cause damage to University,
- d) Rude and unprofessional attitude towards other employees or students, or refusal to cooperate with other employees due to personal animosity or other unjustified reasons,
- e) Refusal to work overtime during extraordinary situation (*force majeure*, increased workload, replacement for suddenly absent workers),

Article 50
(Major violations of employee duties)

- (1) Major violations of employee duties, besides violations prescribed by law are:
- a) Not performing work duties, or completing duties carelessly, unreasonably or negligently,
 - b) Committing criminal offense at work or in relation to work,
 - c) Inappropriate and unprofessional behaviors towards employees, students and others individuals (insults, harassment, etc.),
 - d) Abuse of official position or overstepping received authority,
 - e) Unauthorized representation on behalf of the University,
 - f) Inciting scuffle and participation in the same at University campus,
 - g) Showing up at work under the influence of alcohol or narcotics, or consumption of the same at University campus,
 - h) Unauthorized use of University property for private purposes,
 - i) Failure to complete official task assigned by superior,
 - j) Unauthorized absence from work for a continuous period of three days or seven working days during a period of one year or misuse of sick leave,
 - k) Failing to do teaching activities without just cause for one month in excess of 25 percent of scheduled teaching activities,
 - l) Submitting false statements and behaving fraudulently at the time when employment is established,
 - m) Concealment of, or failure to report violation of employment duty or to report a person who committed violation,
 - n) Work at other university or entity without approval of the University,
 - o) Disclosure of business, official or other confidential information established by law or University regulation,
 - p) Unauthorized disclosure of individual salary information to other employees or third parties,
 - q) Incitement of hate based on religious, racial, linguistic, national or other affiliations,
 - r) Carrying weapons at the University without lawful authorization,
 - s) Organizing and conducting political activities at University,
 - t) Unauthorized amendment of official records or individual act,
 - u) Abuse of official position by deleting, adding, striking through, or omitting data in University records,

- v) Destruction, damage, concealment or unauthorized removal of the University official records, or documents,
- w) Refusal to accept or to provide documents to the official who supervises University work,
- x) Refusal to perform duties of the position employee is assigned to work at, as defined by the Rulebook on internal organization and systematization of jobs at the University,
- y) Refusal to attend training for new qualification or for gaining additional skills required for another suitable work position, when it is prescribed by law or University regulations,
- z) Failure to inform University of the temporary inability to work (right to sick leave), within three days from the occurrence of such circumstances,
- aa) Destruction of University property or careless behavior towards it,
- bb) Repeated lateness when coming to work or repeatedly leaving work before the end of working hours during a number of days, or unjustified absence from work at the time when presence at work is required,
- cc) Other violations and actions stipulated as a serious violation of employee obligations, which are prescribed by law or by University regulations.

Article 51
(Method for determining violations of employee duties)

- (1) Method for determining violations of employee duties includes right of the employee to the defense either by: a) initiating disciplinary procedure, or b) granting the right for the defense without initiating and conducting formal disciplinary proceedings.
- (2) Rector has discretion to decide in each case whether to carry out disciplinary process or to give right to defense to an employee without initiating disciplinary proceedings.
- (3) A method of determining violations of employee duties is generally urgent and must be completed in no later than 60 days from the day violation become known, or no later than one year from the date of the violation.

Article 52
(Written warning)

In case violation of employment duty is established indisputably, Rector may decide to issue written warning to employee without previously hearing employee's response to the findings. Written warning has to contain a description of the violation for which employee is held responsible and statement of intention to terminate employment contract without advance notice in the event that offense is repeated within six months from the day written warning is issued.

Article 53
(Measures in case of violation of employment duty)

When violation of employment duty is established and after hearing employee's response to allegation, Rector may issue decision containing one or more of the following measures:

- a) Written reprimand containing description of the violation and statement of intention to terminate employment contract in the event that the same violation is repeated,
- b) Reduction of salary for a period of one to six months, provided that monthly reduction cannot exceed 30 percent of the net salary paid in the month when reduction is imposed, minding that such measure may be imposed solely as an alternative to the termination of the employment contract, as more favorable to the employee.
- c) Termination of employment.

Article 54
(Reporting violation of employment duty)

- (1) Violation of employment duties are reported to the Rector, in person or by mail.
- (2) Violation can be reported anonymously or it can be reported by faculty, employee or student.
- (3) At each stage of the process of determining employee responsibility, Rector may refuse or reject complain with alleged violation, suspend all actions taken, amend any issued decision, or change classification of violation of employment duty for which employee is charged.

Article 55
(Completion of procedures for determining violation of employment duties)

After the completion of procedure for determining violation of employment duties, Rector issues a decision by which:

- a) Establishes responsibility of employee for violating employment duties and imposes on employee one of the measures listed in Article 53 of this Book of Rules,
- b) Establishes that complaint alleging violation of employment duties is not substantiated and find employee not responsible for reported violation, or
- c) Terminate the procedure.

Article 56
(Right of employee to the appeal)

- (1) Employee has the right to file appeal against Rector's decision on imposing one or more measures under Article 53 to the Board of Trustees (as appellate body). Appeal is submitted through Rector's Office within 30 days from the day decision on imposing measure(s) is received by employee.
- (2) In case employee does not file appeal described in previous paragraph, or submit appeal after the deadline, original decision on imposing measure(s) becomes final.
- (3) Decision issued per employee's appeal is final.
- (4) Submitting appeal against decision referred to in paragraph (1) of this Article does not postpone execution of that decision.

Article 57
(Delivery of written material)

- (1) Delivery of summons, notices, decisions, etc. in connection with exercising rights and obligations arising from employment is to be made by direct delivery to the employee during work or mailing it to the employee's last registered address by registered mail with the returned confirmation of the delivery.
- (2) In the event that the delivery by mail cannot be made, delivery is made by displaying the written material on the University's notice board. Delivery of the written material is deemed to be made at the end of eighth day from the date it is posted on the notice board.

Article 58
(Protection of business and personal data)

- (1) Data which the employees use or come across in the performance of work duties which are of business or personal nature, and are related to the issues of importance to the performance of the University, relevant to details with regard to the organization of University, business plan or procedures, are to be considered confidential.
- (2) Employee is obliged to keep secret the information about income and other personal data of employees, which he or she obtains in the performance of work duties.

Article 59
(Data Collection)

- (1) University collects and processes data of workers, which it needs for a proper keeping of records in the area of Labor relations and other records necessary for the purposes of running and performing higher education activities.
- (2) For the purposes of paragraph 1 in particular these data are to be collected:
 - a) name and surname of employee,
 - b) unique personal identification number (JMBG),
 - c) day, month and year of birth,
 - d) place of birth,
 - e) address of employee's permanent or temporary residence of (place, municipality), and phone number,
 - f) place of work,
 - g) occupation,
 - h) level of education,
 - i) professional education,
 - j) qualifications to perform certain tasks, jobs (duties) at the workplace,
 - k) academic appointment,
 - l) Published scientific work/forms of art expression, recognition, and other information relevant to academic appointment,
 - m) contact information in the workplace where the employee works,
 - n) salary,
 - o) leave and annual leave,

- p) education, vocational training and training for work of the employee during the employment term,
 - q) disability and work capacity,
 - r) work time in hours,
 - s) previous work history,
 - t) whether employment contract is for definite or indefinite time period,
 - u) whether the employer is a disabled war veteran,
 - v) employment with other university,
 - w) employment date,
 - x) date of termination of employment,
 - y) reason for termination of employment,
 - z) whether there is a criminal proceeding against the employee or a final verdict has been pronounced;
 - aa) other information about employees and their family members, whose record-keeping is prescribed by law or by a special regulation for the purpose of exercising employment rights or rights related to employment.
- (3) University has to obtain employee's written consent for the processing of his/her personal information in cases when it is required by law.

Article 60

(Delivery of personal data to third parties and their publication)

- (1) Employees personal data are collected, processed, used and sent to third parties for the exercise of rights and obligations arising from employment or in connection with work relations.
- (2) Data on employees relating to the appointment to the academic titles do not represent official secret and can be disclosed in accordance with the decision of the University.
- (3) University may process, use and supply data on workers to the authorities and committees conducting evaluation/accreditation of the University as a higher institution and its academic programs to the extent necessary to carry out correct evaluation / accreditation of the University.

Article 61

(Record keeping)

- (1) University keeps daily track/record of employees and other persons engaged in work that contains information about the beginning and end of working hours, shifts and other data on the presence of workers at work.
- (2) Records referred to in paragraph (1) of this Article shall contain information about the beginning and end of working hours, shifts and other information about the presence of workers at work.

Article 62
(Legal prohibition of competition)

Employee must not, for their or someone else's account, do business in the field of activity of the University without the approval of the University.

Article 63
**(Proceedings in the case of an invention, industrial design
and technical improvement at work or in connection with work)**

- (1) Employee is obliged to inform University of the invention, the objects of industrial design or the technical improvement he/she has created at work or in connection with work.
- (2) Inventions or items of industrial design within the meaning of paragraph (1) of this Article have been determined by the regulations in the field of industrial property.
- (3) Employee is obliged to keep confidential the specifics on the invention and industrial design products and must not convey them to a third party without the approval of the University.
- (4) Inventions or industrial design products accomplished at work or in relation to work belong to the employer, and the employee is entitled to compensation as established by the collective agreement, Labor contract or special contract.
- (5) Employee shall notify the employer of his invention and industrial design products accomplished outside the workplace or when they have no relation to work if the invention is in some relation to the line of business of the employer and hand in a written offer to transfer the rights to the invention.
- (6) If the employer applies a technical advancement or a technical solution achieved by rationalization and innovatory solutions proposed by the worker, the employer shall compensate the employee as established by the collective agreement, Labor contract or special contract.

Article 64
(Indemnity)

- (1) Employee who causes damage at work or in relation to work deliberately or due to gross negligence is obliged to pay damages to University.
- (2) If the damage is caused by several workers, each worker is responsible for their part in the damage caused.
- (3) If the extent of individual responsibility for the damage caused cannot be determined for each worker, all workers shall be treated equally responsible and pay damages in equal parts.

- (4) If several workers cause damage through deliberate action with criminal intent, the workers shall be jointly liable.
- (5) If the damage caused is much greater than the established lump sum compensation, the University may require compensation in the amount of the actual damage caused.
- (6) Employee, who deliberately or due to gross negligence causes damage to a third party at work or in relation to work and the damage is compensated for by the University, is obliged to reimburse the amount of compensation paid to the third party.
- (7) Employee shall pay damages to the University for the damage caused in accordance with the rules on liability for damages.

Article 65
(Determining the Amount of Damages)

- (1) If the amount of damages and the associated compensation cannot be established in the exact amount or the determination of the amount would cause disproportionate costs, the damages shall be awarded as a lump sum.
- (2) The lump sum of damages shall be determined by a three-member committee.
- (3) The committee shall be appointed by the rector.
- (4) The determination of the lump sum of damages shall be at the committee's discretion.

Article 66
(Application of General Rules of Law on Obligations)

Reduction or exemption from compensation of the employee can be implemented in accordance with the general rules of Law on obligations.

EMPLOYEE PROTECTION

Article 67
(Duties of University and Employee)

- (1) It is the responsibility of the employees to introduce themselves with the regulations pertaining to labor relations, whereas University enables employee to familiarize themselves with all the rights and responsibilities arising from the employment.
- (2) Process of familiarizing employees on rights and responsibilities arising from employment is administered via Human Resources office, notice boards or e-mails sent to employees' official e-mail addresses assigned by University.
- (3) It is presumed that the delivery of any official written correspondence is realized properly if it was sent from an official e-mail address of University to the official e-mail address of an employee.

- (4) This Rulebook establishes particular duty for every employee to receive and reply to written correspondence sent via internal information system of University to the official e-mail of the employee in a reasonable period of time, except in cases of absence due to temporary inability to work.
- (5) Official e-mail addresses of the employees are verified by a separate internal act of University.

Article 68
(Protection of Women and Motherhood)

- (1) University cannot refuse to employ a woman due to pregnancy, nor during pregnancy, maternity leave, and while exercising rights from Articles 63, 64 and 65 of the Law, cannot terminate employment contract to a woman, or an employee who is exercising any of the above mentioned rights.
- (2) Expiry of employment contract with defined time period is not considered as end of employment contract as defined in paragraph (1) of this Article.
- (3) University is obliged to appoint a woman, with her written consent, during pregnancy, i.e. breastfeeding, to other working duties if it is in the best interest of her health condition identified by an authorized physician.
- (4) If University cannot ensure the appointment of a woman as defined in paragraph (3) of this Article, the woman has the right to absence from work with a salary assigned by the Board of Trustees.
- (5) Temporary appointment from paragraph (3) of this Article cannot result with salary reduction of the woman.

SPECIAL PROVISIONS

Article 69
(Employee Council and Union organization)

Employees have right to establish Employee Council and Unions and to organize themselves in accordance with laws.

Article 70
Casual and temporary jobs

University can engage a person do perform casual and temporary jobs:

- a) With the aim of giving specific lectures, trainings, seminars and other activities, organizational unit can, per proposed from the course holder, engage a distinguished scientist, artist, or expert in practice, in realization of a part of the lectures/classes of that course. This engagement is defined by the number of weeks within a semester and is preceded by a decision of faculty or the Senate on a need for such engagement.
- b) Positions of student assistants as defined by the Statute of the university,

- c) Positions of student support for providing a temporary administrative support to academic and non-academic personnel.
- d) Auxiliary positions needed for organizing meetings, conferences, final exams, ceremonies, etc.
- e) Auxiliary physical seasonal jobs
- f) Other jobs for which an employment contract (definite or indefinite, full or part-time) is not needed, and which last no more than 60 working days.

TRANSITIONAL AND FINAL PROVISIONS

Article 71 (Enforcing the law)

Any provision of this Book of Rules which is in contradiction to provision of a current or subsequently enacted law or any other legal regulation, does not affect the validity of this Book of Rules in total, but instead, the opposing provision of the adequate law provision or legal regulation will be applied.

Article 72 (Amendments to the Rulebook)

This Book of Rules is amended, supplemented, repealed in the same manner which is prescribed for its adoption, in accordance to the Law.

Article 73 (Interpretation of the Rulebook)

Interpretation of the Rulebook and its individual provisions is performed but the Board of the Trustees of the University.

Article 74 (Right of Access to the Book of Rules)

All employees have the right to the direct access to this Book of Rules and its amends and supplements.

Article 75 (Entering into Force)

- (1) This Book of Rules shall enter into force on the same day the decision of the Board of Trustees no IUS-UO-08-16/19 becomes effective.
- (2) By the day this Book of Rules comes into force, the Rulebook No. IUS-UO-08-13/2019 – consolidated text will no longer be effective.

PRESIDENT OF THE BOARD OF TRUSTEES

Prof. Dr. Sevgi KURTULMUŞ