REPUBLIC OF CROATIA
INSTITUTE OF PHYSICS

INSTITUTE OF PHYSICS

RULES OF PROCEDURE

Zagreb, January 2024

Content

Under Article 26 of the Labour Act (OG 151/22), and Article 21 paragraph 2 point 3 of the Articles of Association of the Institute of Physics, after prior consultation with trade union commissioners who have the rights and obligations of the works council, the Management Board of the Institute of Physics at its first regular session held on 18 January 2024 adopted the following:

RULES OF PROCEDURE

1. GENERAL PROVISIONS

Article 1

1) These Rules of Procedure (hereinafter: the Rules) regulate the rights and obligations of workers and the Institute of Physics (hereinafter: the employer/Institute), the conclusion of employment contract, organization of work, salaries, and payments of monetary benefits, procedure, and arrangements to protect the worker's dignity and protect them from discrimination, and other prominent issues for the position of workers employed by the employer.

2) The terms used in these Rules, which have a gendered meaning, are used neutrally, and refer equally to the masculine and feminine gender.

Article 2

1) The provisions of these Rules shall apply to all workers who have concluded a fixed-term or indefinite employment contract with the employer regardless of the sources of funding, who are employed full time, have reduced working hours, or work part-time, who perform work at the employer's premises, or in another place designated by the employer.

2) The provisions of these Rules also apply to persons who have concluded a professional training contract with the employer, except for the provisions on the employment contract conclusion, salary, remuneration, and dismissal.

Article 3

1) Issues that are not regulated by these Rules are directly subject to the provisions of the law, collective agreement, and employment contract.

2) If an employment right is differently regulated by the employment contract, these Rules, an agreement concluded between the works council and the employer, a collective agreement, or by law, the most favourable right applies to the worker, save as otherwise provided by the Labour Act (hereinafter: the Act) or other law.

Article 4

1) The worker is obliged, according to the instructions given by the employer following the nature and type of work, to personally perform the work taken over.

Article 5

1) The employer keeps a record of the workers employed by him, with information on the workers, and their working hours.

2) The employer shall submit data on the worker to the authority responsible for the pension insurance electronic database management in the manner, content, and within the period prescribed by the special pension insurance regulation, under the special personal data protection regulation.

Article 6

1) The employer must give the worker work and pay him/her a salary for the work performed.

2) The employer shall have the right to specify the work's place and manner while respecting the worker's rights and dignity.

3) Under special law and other regulations, the employer is obliged to provide the worker with safe working conditions in a way that does not endanger the worker's health.

4) Direct or indirect discrimination in the field of work and working conditions shall be prohibited, including the following: selection and employment criteria, promotion, vocational guidance, vocational training, further training, and retraining conditions under the law and the special laws.

5) During the performance of work, the employer is obliged to protect the worker's dignity from the actions of superiors, associates, and persons with whom the worker regularly comes into contact during his/her duties, if such treatment is undesirable and contrary to the law and the special laws.

II. ESTABLISHMENT OF EMPLOYMENT

1. Conditions for concluding an employment contract

Article 7

1) The employer may conclude an employment contract with a worker who meets the general conditions for employment prescribed by the Act, and special conditions prescribed by the Rules on Workplace Organization, the Rules on Recruitment Conditions, and other rules.

2) Special conditions can be determined as:

1. Professional qualifications.
2. Special knowledge and skills necessary for performing certain tasks (knowledge of a foreign language, computer skills, and other professional knowledge related to the employer's activity).
3. Passed a certain exam or has appropriate authorizations and/or work certificates.
4. Seniority or work experience in certain jobs.
5. Worker's special medical capacity.
6. Performing special health checks before signing an employment contract.

7. Work experience in a specific field and/or science field.
8. Academic degree of a particular scientific field and branch.
9. Certificate confirming the absence of any criminal record.

3) If the Act, other regulations, collective agreement, these, or other Rules stipulate special conditions for the establishment of employment, the employment contract may be concluded only with a person who meets these conditions.

4) A foreign national or stateless person may conclude an employment contract under the conditions prescribed by the Act, and a special law governing the employment of these persons.

5) Before concluding an employment contract with a new worker, it is possible to determine the verification of the abilities necessary to perform the tasks for which the employment contract is concluded (through testing, interview, practical execution of a particular work task, etc.).

6) Before establishing employment in jobs with special working conditions, the employer is obliged to refer the worker to a medical examination to determine his/her health capacity to perform these tasks. The costs of the medical examination are borne by the Institute.

7) When concluding an employment contract, and during employment, the worker is obliged to inform the Employer of a disease or other circumstance that prevents him/her or significantly interferes with the performance of the employment obligations contract, or that endangers the life or health of persons with whom the worker comes into contact in the employment contract performance.

8) If the worker fails to comply with the obligation referred to in paragraph 7 of this Article, the Employer may terminate his/her employment contract via ordinary termination.

2. Establishment of employment

Article 8

1) For the establishment of employment for all jobs a public tender is announced by the Employer to fulfil the constitutional provision on equal access inequality of civil services to all citizens of the Republic of Croatia under the Act, other regulations, and a collective agreement.

2) During the process of selecting candidates for the position (interview, testing, surveying, etc.) and concluding employment contracts, as well as during the duration of the employment, the employer may not ask the worker for data not directly correlating to the employment. Inadmissible questions do not have to be answered.

3) Failure of a worker to successfully complete his/her probationary period is a particularly justified reason for dismissal, during which, and no later than the last day of the probationary period, the worker can be dismissed.

3. Conclusion of employment contract

Article 9

1) The employment is based on the employment contract.

Article 10

1) The employment contract is concluded in writing.

2) If the employment contract has not been concluded in writing, the Employer is obliged to issue a written certificate of the concluded employment contract to the worker before starting work.

3) If the employment contract has been concluded in writing, the employer is obliged to submit to the worker a copy thereof before he/she starts working and to submit a copy of the application for compulsory pension and health insurance within eight days from the expiry of the deadline for applying for compulsory insurance under a special regulation.

4) When an employer participates in the worker's voluntary pension insurance payment, it is obliged to inform the worker in writing within one month from the beginning of work or contracting the payment, about the name of the body to which the payments are made.

5) The worker is introduced into work by his direct manager, or an experienced worker appointed to do so by the direct manager.

Article 11

1) The employment contract in writing, i.e. the certificate of the concluded employment contract must contain the following information:

1. Parties and their residence, or seat.
2. Workplace, and if there is no permanent/main workplace, then a note that the work is carried out in various places.
3. Job title, i.e. the nature or type of work to which the worker is employed, or a brief list or description of the job.
4. Commencement date of work.
5. Expected duration of the contract, in the case of fixed-term employment contracts.
6. Duration of paid annual leave to which the worker is entitled, and in the case where such information cannot be given at the time of concluding the contract, i.e. issuing the certificate, the manner of determining the leave duration.
7. Notice periods, which must be followed by the worker/employer, and in the case when such information cannot be given at the time of concluding the contract, i.e. issuing the certificate, the manner of determining notice periods.
8. Basic salary, bonuses, and periods of benefit payments to which the worker is entitled.
9. Duration of regular working day/week
10. Whether the contract is full-time or part-time
11. The right to education, training, and further training

12. Duration and condition of the probationary period, if contracted.

2) Instead of the data referred to in paragraph 1, items 6, 7, 8, 9, 11, and 12 of this Article, the contract may refer to the appropriate law, other regulation, collective agreement, or direct application of the provisions of these Rules.

4. Probationary period

Article 12

1) When concluding an employment contract, a probationary period may be arranged.

2) By way of derogation from paragraph 1 of this Article, probationary work may not be contracted in the event of the conclusion of an employment contract under amended conditions under Article 123, paragraph 1 of the Act, and Article 80 paragraph 1 of these Rules.

3) The probationary period is contracted by the employment contract, and the duration is determined under the legal provisions and provisions of the collective agreement for the specific position.

4) By way of derogation from paragraph 3 of this Article, the period in which probationary work was determined may last longer if during its duration the worker was temporarily absent, and especially in the case if the worker was absent for at least ten days due to temporary incapacity for work, the use of maternal and parental rights under a special regulation, and the use of the right to paid leave. In such a case, the probationary period may be extended in proportion to the duration of the absence of the probationary worker, and the total duration of the probationary period before and after the interruption may not exceed the one agreed under paragraph 3 of this Article.

5) The probationary period is contracted to determine whether the worker has the professional and working skills necessary to perform the job tasks for which the employment contract is concluded.

6) The probationary worker’s work is monitored, supervised, and evaluated by a committee appointed by the Employer.

5. Indefinite employment contract

Article 13

1) An employment contract shall be concluded for an indefinite period unless otherwise provided by the Act.

2) An indefinite employment contract binds the parties until one of them terminates it, or until it ceases in some other way stipulated by the Act.

3) If the employment contract does not specify the period for which it was concluded, it shall be deemed to have been concluded for an indefinite period.

6. Fixed-term employment contract

Article 14

1) An employment contract may exceptionally be concluded for a fixed period in cases of employment the termination of which is determined in advance when, for an objective reason, the need to perform the work is temporary. An objective reason justifying the conclusion of a fixed-term employment contract, which must be stated in that contract, shall be deemed to be the following:

1. Replacement of a temporarily non-present worker.
2. Performance of work the duration of which, due to the nature of its execution, is limited by the deadline, or occurrence of a particular event.

2) The employment contract referred to in paragraph 1 of this Article may be concluded for a maximum period of three years.

3) The employer may conclude a fixed-term employment contract with persons selected for associate positions under the Scientific Activity and Higher Education Act.

4) The fixed-term employment contract terminates upon the expiry of the period established by that contract, i.e. the occurrence of the condition determined for dismissal.

Article 15

1) An employer may conclude a maximum of three consecutive fixed-term employment contracts with the same worker, the total duration of which, including the first contract, is not more than three years. A successive fixed-term employment contract may only be concluded if there is an objective reason for doing so which must be stated in that contract.

2) The total duration of fixed-term employment contracts, as well as the total duration of all successive fixed-term employment contracts, including the first employment contract, may for more than three years be uninterrupted:

1. If necessary for the replacement of a temporarily absent worker.
2. Due to the completion of work on a project involving funding from EU funds.
3. If for other objective reasons, it is permitted by law or collective agreement.

3) Any amendment to a fixed-term employment contract that would affect the extension of the contracted duration of that contract shall be considered as each subsequent successive fixed-term employment contract.

4) Upon expiry of the period of three years referred to in paragraph 1 of this Article, i.e. the termination of the last consecutively concluded contract, if they were concluded for less than three years, the employer may conclude a new fixed-term employment contract with the same worker only if at least six months have elapsed from the termination of the employment with the employer until the conclusion of a new fixed-term employment contract.

5) If the fixed-term employment contract is concluded contrary to the provisions of the Act or if the worker continues to work with the Employer even after the expiration of the period for which the contract was concluded, it is considered that it was concluded for an indefinite period.

7. Working conditions of workers working based on fixed-term employment contracts

Article 16

1) The employer is obliged to provide the worker who is employed by him based on a fixed-term employment contract with the same conditions as the worker who has concluded an indefinite employment contract, with the same or similar professional knowledge and skills, and who performs the same or similar tasks.

2) A worker who works for at least six months with the same employer, and whose probationary period, if contracted, has ended, has the right to request the conclusion of an indefinite employment contract.

3) The employer is obliged to consider the possibility of concluding an indefinite employment contract, and in case of inability to conclude such a contract, it is obliged to provide the worker with a reasoned written response within 30 days from the date of receipt of the request.

4) If the worker sends a subsequent similar request to the employer, the employer who is unable to conclude an indefinite employment contract is obliged to provide the worker with a reasoned written reply within 30 days from the date of receipt of the request only if at least six months have elapsed since the worker's previously submitted request.

8. Work at a separate workplace

Article 17

1) Work at a separate workplace is working in which a worker performs the contracted work at home, or in another space of similar purpose, determined based on the agreement between the worker and the employer, and which is not on the premises of the employer.

2) Jobs that have been established as jobs with special working conditions or jobs where, even with the application of health and safety at work measures, it is not possible to protect workers from harmful influences, must not be performed by working at a separate workplace.

3) In the event of extraordinary circumstances arising from epidemics of diseases, earthquakes, floods, environmental incidents and similar phenomena, the employer may, to continue operations and protect the health and safety of workers and other persons, without changing the employment contract with the worker, arrange work at a separate workplace. For the work referred to in this Article that would last longer than 30 days, starting from the date of the occurrence of the extraordinary circumstances, the employer is obliged to offer the worker the conclusion of an employment contract with the mandatory provision of the employment contract for working at a separate workplace.

Article 18

1. The employment contract at a separate workplace concluded in writing, or a certificate of concluded employment contract at a separate workplace, in addition to the information referred to in Article 9 of these Rules, shall contain the following additional information:

2. Organization of work enabling the availability of worker and his/her unhindered access to business premises, information, and professional communication with other workers and the employer, as well as to third parties in the business process.

3. Manner of recording working hours
4. Work resources for the performance of tasks that the employer is obliged to acquire, install, and maintain, or the use of the worker's work resources, if he/she uses them, and the reimbursement of costs in this regard.
5. Reimbursement of costs incurred because of the performance of work, which the employer is obliged to compensate the worker, if the work is contracted as permanent, or when the period of work during one calendar month lasts longer than seven working days unless the collective agreement or employment contract has agreed more favourably.
6. Manner of exercising the worker's right to participate in decision-making, equal to those of other workers of that employer.
7. Duration of the work, i.e. the manner of determining the duration of such work.

9. Working conditions of workers working based on an employment contract at a separate workplace

Article 19

1) The salary and monetary benefits of workers working at a separate workplace shall not be determined in a smaller amount than the salary of a worker who works on the premises of the employer in the same or similar jobs, nor their other rights from the employment or in connection with the employment that the worker exercises may be determined to a smaller extent than that established for a worker who works on the premises of the employer in the same or similar jobs.

Article 20

2) When determining the manner of performing work at a separate workplace, the employer will adjust the quantity and deadlines for the execution of work in a way that does not deprive the worker of the right to daily, weekly, and annual leave to the established extent.

Article 21

3) Under Article 18, paragraph 1, item 4 of these Rules, the employer shall reimburse the worker working at a separate workplace.

Article 22

4) The employer has the right to enter the premises of the worker's home or some other space other than the premises of the employer for the maintenance of equipment or to carry out predetermined supervision related to the working conditions of the worker if this is agreed between the worker and the employer and only at the time when he/she agreed with the worker.

Article 23

5) The employer shall ensure that the worker working in a separate workplace has his/her privacy protected and that he/she works in a safe manner that does not endanger the worker's safety and health, assessed following the occupational safety regulations at a separate workplace, where possible. The employer shall provide the worker working at a separate workplace with written instructions regarding the protection of health and safety at work.

Article 24

6) A worker who works in a separate workplace is obliged to comply with safety and health measures under the special regulations and by-laws of the employer.

Article 25

1) To harmonise work with family obligations and personal needs, a worker working on the premises of the Institute may ask the employer to amend the employment contract so that work at a separate workplace for a fixed period would be contracted in the case of:

1. Health protection due to a diagnosed illness, or established disability.
2. Pregnancy, or parental obligations towards children up to the age of eight.
3. Providing personal care that, for a serious health reason, is necessary for a close family member, or needed by a person living in the same household with the worker.

2) A worker who has contracted with the employer to amend the employment contract of a temporary duration referred to in this Article thereof may request the employer to perform the work again in the employer's premises before the expiry of the period for which the amended employment contract was concluded.

3) In the case referred to in paragraphs 1 and 2 of this Article thereof, the employer shall consider the request of the worker, taking into account the needs of the worker and the needs of the organization of work, and in case of refusal or its adoption with a delayed effect of application, he/she shall provide the worker with a reasoned written reply within a reasonable period, and no later than 15 days from the date of the submitted request.

4) If the employer accepts the request from paragraph 2 of this Article, the employer and the worker shall contract work in the employer's premises.

10. Worker’s additional work, and work outside the Institute

Article 26

1) A worker who is employed and works full-time at the Institute, or works part-time with several parent employers, so that his/her total working time is 40 hours per week, can additionally work based on an additional employment contract for another employer.

2) A worker working in jobs with special working conditions under occupational safety regulations, a part-time worker under Article 64 of the Act, and a worker whose insurance period with increased duration under the pension insurance regulation is counted with increased duration, cannot conclude additional work to perform such activities with another employer.

3) A worker referred to in paragraph 1 of this Article shall, before starting work with another employer, notify the Institute in writing of the concluded contract of additional work with another employer.

4) The Institute may request in writing from a worker to stop performing additional work with another employer, if there are objective reasons for doing so, particularly if this is contrary to the legal prohibition of competition, or if it is carried out within the worker’s working hours at the Institute.

5) Workers employed at the Institute's scientific and collaborative positions may perform tasks that are the subject of or related to the subject of the Institute's activities only with the approval of the Director of the Institute. The procedure for issuing approval for the work of workers employed in scientific and collaborative positions outside the Institute is regulated by the Institute's by-laws.

III. PROTECTING THE WORKER'S LIFE, HEALTH, AND PRIVACY

1. Occupational health and safety

Article 27

1) The employer undertakes to organise work in a way that ensures the protection of life and health under special laws and other regulations, and the nature of the work performed. The employer is obliged to obtain and maintain research laboratories, plants, devices, equipment, tools, workplace, and access to the workplace.

2) The employer is obliged to inform the worker about the dangers of the work performed by the worker and to enable the worker to work in a way that ensures the protection of the worker's life and health and prevents the occurrence of accidents.

3) Each worker is obliged to perform tasks with due diligence, whereby he/she is obliged to consider his/her safety and health protection, as well as the safety and health protection of other workers, which may be jeopardised by his/her actions or omissions at work.

4) In the implementation of protection and safety measures, the worker is obliged to safely use the work resources and personal protective equipment, immediately inform the Employer about the situation that poses a safety and health risk, about the work resources and personal protective equipment that are not in proper condition, and to implement other measures prescribed or established by the Employer.

2. Protecting worker privacy

Article 28

1) Worker's personal data may be collected, processed, used, and submitted to third parties only if determined so by law, or if necessary for the exercise of rights and obligations arising from, or in connection with the employment.

2) The employer collects and processes data on workers necessary for orderly work-related record keeping under the special regulation, data necessary for calculating income taxes, surtaxes, and determining personal deductions, data on scientific education and scientific activity necessary for selection to a scientific, collaborative, and professional position, data on performing activities representing the competition of workers with the employer, data on health status under a special regulation, data related to the protection of pregnant women, parents, and adoptive parents, as well as other data according to special regulations, or data that must be provided to other institutions under the law.

3) Data on workers and their family members, the management of which is prescribed by law or a special regulation, are also collected and processed to exercise work and word-based rights, that is, rights from health, pension, and disability insurance.

4) Any change in the data referred to in this Article shall be reported to the Employer's authorised person immediately, and no later than within 8 days from the date of the said change. Incorrectly recorded data will be corrected immediately.

5) A worker who fails to provide the established data shall bear the adverse consequences of that omission.

6) Worker's personal data may be collected, processed, used, and delivered to third parties only by the Employer, or a person specifically authorised by the Employer.

7) In addition to the Employer, workers of the Department for Legal, Human Resources and General Affairs, workers of the Department for Project Activities and Finance, and other workers authorised by the Employer to collect, process, use, and deliver worker's personal data to third parties.

8) The employer is obliged to appoint a person who enjoys the trust of the worker and who is also authorised to monitor whether the worker's personal data is collected, processed, used, and delivered to third parties under the law.

9) The employer, authorised workers, or other person who, while performing his/her duties, acquires the worker's personal data, must keep this information permanently confidential.

10) Other provisions regarding personal data protection are defined by the Institute's by-laws.

IV. PROTECTION OF PREGNANT WOMEN, PARENTS, AND ADOPTIVE PARENTS

Article 29

1) The Institute may not refuse to hire a pregnant woman, terminate her employment contract due to pregnancy, or ask for any information about her pregnancy.

2) The exercise of maternal, parental, and adoptive parental rights is carried out under a special regulation.

V. PROTECTION OF WORKERS TEMPORARILY OR PERMANENTLY INCAPACITATED FOR WORK

Article 30

1) The worker is obliged, as soon as possible, to inform the Employer of temporary incapacity for work, and no later than within 3 days, he/she is obliged to submit a medical certificate of temporary incapacity for work, and its expected duration.

2) If, for a justified reason, the worker could not fulfil the obligation referred to in paragraph 1 of this Article, he/she is obliged to do so as soon as possible and no later than 3 days from the date of termination of the reason that prevented him/her from doing so.

3) To a worker who has suffered an injury at work or has contracted an occupational disease, during a temporary incapacity to work during treatment or recovery from an injury at work or

occupational disease, the Employer may not terminate the employment contract.

4) A worker who has temporarily been incapacitated to work due to injury, or injury at work, illness, or occupational disease, and for whom, after treatment or recovery, an authorised doctor or an authorised body, under the special regulation, determines that he/she is fit to work, has the right to return to the jobs on which he/she previously worked, and if the need to perform these tasks has ceased, the Employer is obliged to offer him/her the conclusion of an employment contract for the performance of other relevant tasks, which must, as far as possible, correspond to the jobs on which the worker has previously worked.

5) If the Employer is not able to offer the worker the conclusion of an employment contract for performing other relevant tasks, or if the worker refuses the offered amendment to the employment contract, the Employer may terminate the contract in the manner and under the conditions prescribed by the Act.

6) If the determining body determines that there has been a decrease in working capacity in addition to the remaining working capacity, a decrease in working capacity with a partial loss of working capacity, or an imminent risk of a decrease in working capacity, the Employer shall, taking into account the findings and opinion of that body, offer the worker the conclusion of an employment contract in writing for the performance of the work for which he/she is capable of working, which must, as far as possible, correspond to the jobs on which the worker has previously worked.

7) To secure such jobs, the Employer is obliged to adjust the work to the abilities of the worker, to change the working schedule, or to take other measures to provide the worker referred to in paragraph 6 of this Article with appropriate jobs.

8) If the employer has taken all the measures referred to in the previous article, and cannot provide the worker with appropriate jobs, that is, if the worker has refused an offer to conclude an employment contract to perform tasks corresponding to his/her abilities following the findings and opinion of the authorised body, the employer may terminate the worker's employment contract with the consent of the works council.

VI. EDUCATION AND TRAINING FOR WORK

Article 31

1) In conformity with the possibilities and work needs, the employer is obliged to enable the worker's education, training, and further training.

2) The worker is obliged, in conformity with his/her abilities and work needs, to educate, educate, train, and further train himself/herself for work.

3) The employer is obliged to provide the worker with the training referred to in paragraph 1 of this Article in conformity with the needs of performing the contracted tasks and at his/her own expense, where the time spent on training is included in working hours and, if possible, takes place during the established working schedule of the worker.

VII. WORKING HOURS

1. Full-time

Article 32

1) Full-time workers are 40 hours per week, unless the Act, collective agreement, agreement concluded between the works council and the Employer, or employment contract otherwise specifies working hours.

2) As a rule, weekly working hours are distributed from Monday to Friday.

3) For special jobs and part-time work, collective agreements may also set a different daily or weekly schedule.

2. Reduced time

Article 33

1) Reduced time is considered as any work shorter than full-time.

2) A worker may not work with several Employers with a total working time of more than 40 hours per week, except in the case of additional work referred to in Article 26 of these Rules.

3) When concluding an employment contract for reduced time, the worker is obliged to inform the Employer about concluded reduced-time employment contracts with another employer/other employers.

4) The employer is obliged to consider the request of a worker who is a party to a full-time employment contract for the conclusion of a reduced-time contract, as well as a worker who is a party to a reduced-time employment contract for the conclusion of a full-time contract, io f there is a possibility for this type of work.

Article 34

1) Reduced time can be arranged for the same or different duration during the week, or only on some days of the week.

Article 35

1) Reduced-time workers exercise the same rights as full-time workers in terms of daily leave, weekly leave, shortest annual leave, and paid leave.

2) The salary and other substantive worker rights shall be determined and paid in proportion to the agreed working time unless otherwise regulated by the collective agreement or employment contract.

3. Part-time

Article 36

1) In jobs where, with the application of health and safety measures at work, it is not possible to protect the worker from harmful influences, working time is shortened in proportion to the adverse impact of working conditions on the health and fitness of workers.

2) The activities referred to in paragraph 1 of this Article and the duration of working hours in such jobs shall be determined by a special regulation.

3) Workers working part-time cannot be employed in such jobs by another employer, nor can they be assigned overtime. Exceptionally, a worker working in jobs for which working hours have been reduced is obliged to perform other tasks in the remaining time until full-time work on which there are no adverse effects if this is determined by an employment contract or collective agreement.

4) When exercising the right to pay and other employment rights or in connection with employment, part-time work is equated with full-time employment.

4. Overtime

Article 37

1) In the event of force majeure, extraordinary increase in the scope of work and other similar cases of urgent need, the worker is obliged to work longer than full or part-time (overtime), at the written request of the Employer.

2) By way of derogation from paragraph 1 of this Article, if the nature of urgent need prevents the Employer from delivering a written request to the worker before the start of overtime work, the oral request is obliged to be confirmed in writing by the Employer within 7 days from the date on which the overtime work was ordered.

3) If the worker works overtime, the total duration of the worker's work shall not exceed 50 hours per week.

4) Overtime of an individual worker shall not exceed 180 hours per year unless it is agreed in a collective agreement, in which case it may not exceed 250 hours per year.

5) Overtime of minors is prohibited. A pregnant woman, a parent with a child up to 8 years of age, and a part-time worker with several employers may work overtime only if they provide the Employer with a written declaration of voluntary consent to such work, except in the case of force majeure.

5. Working schedule

Article 38

1) The schedule of daily and weekly working hours is determined by the Employer considering the limitations prescribed by the Act, a collective agreement, an agreement concluded between the works council and the employer. The employer decides on the working schedule by written decision.

2) For special tasks, individual organisational units, or individual workers, a different daily or weekly working schedule may be set. When determining different working hours, the Employer will consider special categories of workers (pregnant women, parents of minor children, adoptive parents, single parent)

3) A different working schedule is determined by collective agreements or a written decision of the Employer.

4) Where the working time of the worker is unequally distributed, the period of such a schedule shall not be less than one month or more than one year, and during the schedule thus established, the working time shall correspond to the worker's contracted full-time or part-time work.

Article 39

1) The employer must, at least a week in advance, inform the worker of his/her schedule or the change of his/her working schedule which must contain information about the days, weeks, months, and hours when the performance of the work begins and ends.

2) By way of derogation from paragraph 1 of this Article, when there is a case of an urgent need for work of workers, it is necessary to change the working schedule. The employer is obliged to inform the worker of such a working schedule or its change within a reasonable period, until the beginning of the performance of work.

3) The case of the urgent need for work of workers referred to in paragraph 2 of this Article implies those circumstances that the Employer could not foresee or avoid, and which make the change of working hours necessary.

4) During the use of the right to the annual leave and leave prescribed by the Act, the collective agreement, and these Rules, the worker and the employer must consider the work-life balance and the principle of unavailability in professional communication, unless it is a necessity, or when, due to the nature of the work, communication with the worker cannot be excluded, or when it has been otherwise stipulated by the collective agreement or the employment contract.

Article 40

1) The employer keeps records of working hours.

2) Controlling the beginning and the end of working hours is carried out by registering in the working time records.

3) Leaving the workspace during working hours is permitted with the permission of the direct manager.

6. Redistribution of working hours

Article 41

1) If the nature of the work so requires, a full-time or part-time job may be redistributed in such a way that, for a period which cannot exceed 12 continuous months, in one period it lasts longer and, in another period, shorter than full-time or part-time, in such a way that the average working time during the redistribution period shall not exceed full- or part-time job.

2) Redistributed working hours are not considered overtime.

3) Due to the seasonal nature of work, work delays or increasing the volume of work at a certain time, the nature of certain jobs and other similar cases, the Employer may introduce a redistribution of working hours, under the provisions of the Act.

4) If the redistribution of working time is not provided for in a collective agreement, i.e. an agreement between the works council and the Employer, the Employer shall establish a plan of redistributed working time with an indication of the jobs and the number of workers involved in the redistributed working time and submit such a redistribution plan to the labour inspector in advance.

7. Night work

Article 42

1) Night work is work performed between 10 p.m. and 6 a.m. the next day.

2) A night worker is a worker who, according to his/her daily working schedule, works regularly at least 3 hours during night work, or who, for 12 consecutive months, works at least a third of his/her working time during night work.

8. Shift work

Article 43

1) Shift work is the organization of work in which there is a change of workers working the same job in the same workplace following the working schedule, which can be discontinued, or continuous.

2) A shift worker is a worker who, at the Employer where the work is organised in shifts, for one week or one month, based on the working schedule, performs the work in different shifts.

3) If work is organised in shifts including night work, shift swaps must be ensured so that the night shift worker works consecutively for a maximum of one week.

4) The decision to work in shifts is made by the Director.

VIII. ANNUAL LEAVE, AND LEAVE

Article 44

1) A worker who works at least 6 hours a day has the right to rest (a break) of at least 30 minutes every working day.

2) The worker uses the break in the agreement with the direct manager at the time when employment obligations allow it.

3) The break time referred to in paragraph 1 of this Article may not be determined in the first three hours after the start of working hours, or in the last two hours before the end of working hours.

4) The rest period referred to in paragraph 1 of this Article shall be counted towards working hours.

1. Daily rest

Article 45

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

2. Weekly rest

Article 46

1) The worker is entitled to a continuous weekly 48-hour rest period. As a rule, the days of weekly rest are Saturday and Sunday.

2) If it is indispensable for the worker to work on the day(s) of the weekly rest, he/she shall be provided with the use of a substitute weekly leave immediately after the end of the period spent at work, for which he/she did not use the weekly rest or used it for a shorter period.

3) If the weekly rest, because of work, cannot be used in the manner referred to in paragraph 2 of this Article, it may be used subsequently at the discretion of the Employer.

4) In any event, the worker must be ensured to take unused weekly rest after 14 days of continuous work.

5) The decision on the working schedule establishes jobs where, due to the nature of the work, the worker is obliged to work on Saturdays and Sundays, and the days of weekly rest are provided to him in the following week.

3. Annual leave

Article 47

1) For each calendar year, the worker shall be entitled to paid annual leave of at least 4 weeks, i.e. at least 20 working days.

2) The minimum paid annual leave referred to in the previous Article shall be added to the number of working days included in the annual leave of workers based on the criteria prescribed by the collective agreement.

3) Holidays, non-working days determined by law, and the period of temporary incapacity for work established by an authorised doctor shall not be counted towards the duration of annual leave.

4) By way of derogation from the provision of paragraph 3 of this Article, if, according to the working schedule, a worker on the day of the holiday or non-working day specified by law, and on that day, at his/her request, he/she uses annual leave, that day shall be included in the duration of the annual leave.

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

6) A blind worker, as well as a worker who works in jobs in which, even with the application of safety at work measures, it is not possible to protect him/her from harmful influences, has the right to annual leave for a total duration of at least 6 weeks, unless otherwise regulated by the collective agreement.

Article 48

1) A worker who is employed for the first time, or who has a termination of work between two employments longer than 8 days, acquires the right to full annual leave after 6 months of continuous employment with that Employer.

Article 49

1) A worker who has not fulfilled the condition for acquiring the right to full annual leave shall be entitled to a proportionate part of the annual leave, which shall be determined for a period of one-twelfth of the annual leave for each month of work completed, under the provisions of the Act.

Article 50

1) A worker cannot waive his/her right to annual leave, or be compensated instead of using annual leave, and the agreement on waiving the right to annual leave, i.e. on the payment of compensation instead of using annual leave, shall be invalid.

2) Exceptionally, in the event of dismissal, the Employer is obliged to pay compensation to a worker who has not used the annual leave in full, compensation instead of using the annual leave, which is determined in proportion to the number of days of unused annual leave.

Article 51

1) If the worker uses annual leave in parts, he/she must, during the calendar year for which he/she is entitled to annual leave, make use of at least 2 weeks of continuous leave, unless otherwise agreed between the worker and the Employer if he/she has been entitled to annual leave for more than 2 weeks.

2) The worker has the right to use a day of annual leave twice, if desired, with the obligation to inform the Employer, or the person authorised by him, at least two days earlier.

Article 52

1) The unused part of the annual leave may be transferred and used by the worker no later than 30 June of the following calendar year unless he/she has been allowed to use that leave.

2) A worker who has been entitled to a proportionate share of annual leave may transfer and use that part of the annual leave no later than 30 June of the following calendar year.

3) A worker may not transfer to the following calendar year part of the annual leave referred to in Article 51 paragraph 1 if he/she has been allowed to use that leave.

4) Annual leave, or the part of annual leave interrupted or not used in the calendar year in which it was acquired, due to illness and the use of the right to maternal, parental, and adoptive leave, and leave for the care and support of a child with severe developmental disabilities, the worker shall have the right to use upon his/her return to work, and no later than 30 June of the following calendar year.

5) By way of derogation from paragraph 4 of this Article, annual leave, or the part of annual leave that a worker, due to the use of the right to maternal, parental, and adoptive leave, and leave for the care and support of a child with severe developmental disabilities, could not take advantage or use, or the employer did not grant until 30 June of the following calendar year, the worker has the right to use until the end of the calendar year in which he/she returned to work.

6) A worker at work abroad, or a worker performing the duties and rights of citizens serving in national defence forces may make full use of the annual leave in the following calendar year.

Article 53

1) Proposal for the annual leave schedule for workers within the organizational unit managed by the heads of departments and heads of other organizational units, and the Annual Leave Schedule (Annual Leave Plan) shall be adopted by the Employer no later than 30 June of the current year, with prior consultation with the works council.

2) The schedule referred to in paragraph 1 of this Article shall be submitted to the Director/Department for Legal, Human Resources and General Affairs.

3) A part-time worker with two or more Employers and the employers fail to reach an agreement on the simultaneous use of annual leave, is obliged to be allowed to use annual leave at his/her request.

4) The establishment of the annual leave schedule must consider the needs of the organisation of work, and the rest opportunities available to workers.

5) The worker must be informed at least 15 days before the annual leave is used about the duration of the annual leave and the period of its use.

Article 54

1) In the event of an interruption of annual leave due to paid leave, or a period of temporary incapacity for work, the worker shall return to work on the day on which his/her annual leave would have regularly ended had it not been for paid leave or temporary incapacity for work. The rest of the annual leave will be used subsequently, according to an agreement with the employer.

2) If paid leave or the period of temporary incapacity for work ends after the end of the annual leave, the worker shall return to work at the end of the period of paid leave or the period of temporary incapacity for work.

4. Paid leave

Article 55

1) During the calendar year, the worker is entitled to exemption from the obligation to work on remuneration (paid leave), up to a total of a maximum of 10 working days, for important personal needs, and in particular in the following cases:

1. Marriage and civil partnership - 5 working days.
2. Birth, or adoption of a child - 5 working days.
3. Death of spouse/life partner, common-law partner, brother, sister, child, father, mother, stepfather, stepmother, adoptee, adoptive parent, and grandson - 5 working days.
4. Death of grandparents and parents of the spouse, parents of the common-law partner, and parents of the life partner - 2 working days.
5. Moving to the same place of residence - 2 working days.
6. Moving to another place of residence - 4 working days.
7. Serious illness of father, mother, spouse, life partner, common-law partner, or child - 3 working days
8. Performing at cultural events and sports competitions - 1 working day.
9. Participation in trade union meetings, seminars, and education for trade union activities - 2 working days.
10. Natural disasters - 5 working days.
11. Blood donation - 2 working days.

2) The worker shall be entitled to paid leave for every death referred to in paragraph 1 of this Article, and for any blood donation, irrespective of the number of days used during the same year on other grounds.

3) Members of the immediate family are considered to be: spouses, blood relatives in the straight line and their spouses, brothers and sisters, stepchildren and adoptees, children entrusted to care and upbringing or children in care outside their own family, stepfather and stepmother, adoptive parent and person whom the worker is obliged to support by law, and a person living in a common-law union with the worker, in a life partnership, or informal life partnership.

4) The worker shall also be entitled to paid leave during education for the needs of the works council, or trade union work, up to a total of a maximum of 7 working days of the calendar year.

5) The worker is obliged to justify the use of paid leave with an authentic document (marriage certificate, birth certificate, death certificate, etc.) within 30 days from the date of occurrence of the case.

6) In addition to the cases referred to in the preceding paragraphs of this Article, the worker shall be entitled to paid leave for scientific or professional training and participation in the work of scientific institutions or international organisations (sabbatical) as regulated by the collective agreement.

7) In connection with the acquisition of employment rights or in connection with employment, periods of paid leave are considered as time spent at work.

5. Unpaid leave

Article 56

1) The employer may grant the worker unpaid leave at his/her request. During unpaid leave, rights, and obligations from or in connection with the employment shall be dormant, unless otherwise provided by law.

2) The worker is entitled to unpaid leave for a total duration of five working days per year to provide personal care. The provision of personal care is considered as the care provided by the worker to an immediate family member, or a person living in the same household, and in need of for a serious health reason. The same household is considered a community of persons determined by the regulation governing social welfare.

3) The employer may, to grant the right to leave for the provision of personal care, ask the worker for proof of the existence of a serious health reason of the person referred to in paragraph 1 of this Article.

4) During the period of use of the right to provide personal care, the employer may not deregister a worker using this right from compulsory insurance under the regulations on compulsory insurance.

Article 57

1) In addition to the above reasons, the worker is entitled to a one-year unpaid leave for his/her own education and professional development, namely:

- 5 working days for preparing and taking high-school exams.
- 10 working days for taking professional and university study exams, including writing and defending the final thesis, or for taking the bar exam.
- 5 working days to attend professional seminars and consultations.
- 2 working days for preparing and taking exams to acquire special knowledge and skills (IT education, foreign language learning, etc.)

2) Education and professional training referred to in paragraph 1 of this Article should be related to the work performed by the worker, his/her profession, or the activity of the Employer.

3) For the education to which he/she has been referred by the Employer, the worker shall be entitled to paid leave under the conditions referred to in paragraphs 1 and 2 of this Article.

4) If passing a state license exam is prescribed as a condition for the job, for the damage compensation and sitting of the exam the worker is entitled to a paid leave for a total period of 7 working days.

5) The worker may be granted unpaid leave at his/her request in other cases if the nature of the work and the needs of the Employer allow it.

6. Sabbatical

Article 58

1) A worker may, at his/her request, be granted a paid or unpaid sabbatical for scientific or professional training, and participation in the work of scientific institutions or international organizations. The procedure and the right to use a sabbatical are governed by the provisions of a special law or the collective agreement.

2) The provisions governing sabbatical shall not apply to worker's business trips of up to one month.

7. Absence from work

Article 59

1) A worker shall have the right to be absent from work for one day in a calendar year when, for a particularly important and urgent family reason caused by illness or accident, his/her immediate presence is essential, unless the longer duration of his/her absence is otherwise provided for in a collective agreement or employment contract.

2) For the acquisition of rights from or in connection with the employment, the period of absence from work referred to in paragraph 1 of this Article shall be considered as time spent at work.

IX. SALARY, REMUNERATION, BONUSES, AND OTHER MONETARY BENEFITS OF WORKERS

Article 60

1) The worker's salary consists of the basic salary, and the bonuses to the basic salary. The basic gross salary of a worker is the product of the coefficient of complexity of the workplace where the worker is employed, and the base for calculating salary, increased by 0.5% for each year of service completed, regardless of whether the worker works full or part-time.

2) By way of derogation from paragraph 1 of this Article, the salary of the worker for which funds are provided from the project may be contracted in the gross amount.

3) To workers' salaries, as follows:

1. The basic salary for the workplace
2. Bonuses on the basic salary, and other monetary benefits
3. Salary increase
4. Salaries for special working conditions
5. Payroll and remuneration
6. Salary and remuneration deadlines and pay periods
7. Records on wages, remuneration, and severance pay
8. Remuneration, and the right to an increased salary
9. Forced withholding of the salary/remuneration, to other material benefits, namely:
10. Reimbursement of transportation costs to and from work
11. Performance bonuses
12. Severance pay when retiring
13. Subsistence allowances
14. Grants and occasional rewards
15. Per diems and travel expenses charges
16. Allowances for separate living
17. Fees for the use of a private car for official purposes
18. Use of a company car for private purposes
19. Length of service awards

and to other monetary benefits of workers, applicable laws, other regulations, and collective agreements apply.

1. Bonuses to the basic salary, performance-based monetary rewards

Article 61

1) Bonuses to the basic salary and performance-based monetary rewards are regulated by both a special regulation regulating civil service salaries and a collective agreement.

X. INVENTIONS OF WORKERS

Article 63

1) The worker is obliged to inform the Employer of his/her invention made at or in conjunction

with work, is obliged to keep information about the invention as a trade secret and must not communicate it to a third party without the Employer's approval.

2) Inventions created at or in connection with work belong to the Employer, and the worker is entitled to a reward.

3) Of his/her invention that was not realised at work or in connection with work, if the invention is related to the activity of the Employer, the worker is obliged to inform the Employer and offer him in writing the assignment of rights in conjunction with that invention.

4) The procedure in the event of the creation of the invention, the mutual rights and obligations of the inventor and the Employer, the determination of the award for the invention, and other issues related to intellectual property are regulated by a special by-law of the Employer.

XI. PROHIBITING THE WORKER FROM COMPETING WITH THE EMPLOYER

1. Prohibiting the worker from competing with the employer

Article 64

1) The worker may not, without the employer's approval, for his/her own or someone else's account, conclude transactions from the activities performed by the Employer prescribed by the Articles of Association (legal prohibition of competition).

2) Workers employed in scientific and collaborative positions may perform tasks that are the subject of the activity or are related to the subject of the Employer's activity only with the approval of the Director. The procedure for issuing consent for workers in scientific and collaborative workplaces is regulated by the by-laws of the Employer.

3) If the worker acts contrary to the prohibition referred to in paragraphs 1 and 2 of this Article, the Employer may request compensation from the worker for the damage suffered or may request that the concluded deal be considered concluded on his/her account, or that the worker hand over to him the earnings generated from such work or to transfer to him the claim of earnings from such work. The conduct of workers contrary to the prohibition referred to in paragraphs 1 and 2 of this Article constitutes a serious breach of employment obligation for which the measure of extraordinary notice is imposed.

4) The Employer's right referred to in paragraph 3 of this Article ceases within 3 months from the date on which the Employer learned about the conclusion of the deal, i.e. 5 years from the date of conclusion of the deal.

5) If, at the time of establishing the employment, the Employer knew that the worker was engaged in the performance of certain tasks, and did not require him to stop doing it, it is considered that he/she gave the worker permission to engage in such work.

6) The employer may revoke the authorisation referred to in paragraphs 1 and 2 or paragraph 5 of this Article, in the same way as the authorisation was granted while respecting the prescribed or agreed dismissal deadline.

7) The prohibition that a worker without the employer's approval performs tasks from the activity performed by the Employer refers to the performance of work in all forms of legal relations (employment contract, service contract, copyright contract, etc.).

2. Conflict of interest

Article 65

1) The worker shall not engage in activities that may give rise to a conflict of interest.
A conflict of interest exists when a worker's private relationship or private interest affects or may affect his/her impartiality in the performance of the tasks entrusted to him.

2) Conflicts of interest can especially be caused by family relationships, friendly and other close ties, monetary interests, and the like.

3) Workers are obliged to avoid any conflict of interest. In case of doubt, the existence of a conflict of interest in a particular case shall be decided by the Director. The Director may request the opinion of the Ethics Committee.

4) In the event of a conflict of interest, the worker shall be exempted from deciding in the case at his/her request or based on the decision of the Director.

XII. PARTICIPATION IN TEACHING

Article 66

1) If a worker wishes to participate in teaching at a university or professional studies conducted by higher education institutions, he/she is obliged to submit a written application for approval every academic year, co-signed by the direct manager.

2) The decision on giving or denying consent to the worker to participate in the teaching is made by the Director within 30 days from the date of submission of the application.

3) The employer keeps records of applications for approval and decisions to give or withhold consent to participate in the conduct of classes.

XIII. DAMAGE COMPENSATION

8. Liability of the worker for damage caused to the Employer

Article 67

1) A worker who during or in connection with work causes damage to the Employer intentionally or due to gross negligence is obliged to compensate for the damage.

2) If the damage is caused by more workers, each worker is liable for the part of the damage caused by him/her.

3) If it is not possible to determine the part of the damage caused by each worker, they shall

all be deemed to be equally responsible and shall compensate for the damage in equal shares.

4) If more than one worker has caused damage by committing an intentional criminal offence, they are liable for the damage jointly and severally.

5) The worker is obliged to immediately report the damage of which he/she has learned. Damage is reported to the direct manager and the Director of the Institute.

Article 68

1) The existence of the damage, the circumstances under which it occurred, its height and the obligation of the worker to compensate for the damage is determined by the Employer.

2) The amount of damage is determined based on the book value of the damaged property or the price list, depending on which is more favourable for the Employer, and if there is none, by assessing the damage caused.

3) Estimating the amount of damage can be entrusted to an authorised expert.

4) If determining the amount of damage would result in disproportionate costs, compensation can be set in a lump sum.

9. Worker's recourse liability

Article 69

1) A worker who, at work or in connection with work, intentionally, or due to gross negligence, causes damage to a third party, and the damage has been compensated by the Employer, is obliged to compensate the Employer for the compensation amount paid to a third party.

Article 70

1) The employer may reduce compensation for the damage caused by the worker at work or in connection with the work, provided that the damage was not done intentionally, that the worker has not caused damages so far, and that he/she has done everything to undo the damage, if:

- The damage can be fully or partially undone by working with the Employer and the work resources of the Employer, or
- the worker is in a difficult material situation, and compensation would hit him/her particularly hard, or
- It is a disabled, elderly worker, single parent, or guardian, or
- It is a minor damage.

2) The reduction of damage for the reasons referred to in paragraph 1 of this Article shall be at least 20%, and the worker may be fully exempted from compensation.

10. Employer's liability for damage caused to the worker

Article 71

1) If the worker suffers damage at work or in connection with work, the Employer is obliged to compensate the worker for the damage under the general rules of the law of obligations.

2) The right to compensation under paragraph 1 of this Article also applies to the damage caused by the Employer to the worker by violating his/her employment rights.

XIV. DISMISSAL

1. Dismissal method

Article 72

1) The employment contract shall be terminated:

1. Upon the death of the worker
2. Upon the death of the employer who is a natural person
3. Upon the death of the employer who is a sole proprietor, if there has been no transfer of sole proprietorship under a special regulation
4. Upon the cessation of sole proprietorship by force of law under a special regulation
5. Upon the expiry of the time for which the fixed-term employment contract has been concluded
6. When the worker reaches 65 years of age and 15 years of pensionable service unless otherwise agreed between the employer and the worker
7. By agreement of the worker and the employer
8. On the day of notification to the employer of the finality of the decision on the recognition of the right to disability pension due to complete loss of working capacity
9. Through notice
10. By a decision of the competent court

2. Dismissal agreement

Article 73

1) Dismissal agreement must be concluded in written form.

2) The agreement contains the following information:

1. Information on the contracting parties, and their place of residence, or seat

2. Information about a contract terminated by mutual agreement

3. Dismissal date

4. Dismissal agreement signed both by the worker and the Employer.

3. Dismissal

Article 74

1) The employment contract may be terminated by the Employer and the Worker.

4. Regular notice

Article 75

1) The employer may terminate the employment contract with a prescribed or agreed notice period, if he/she has a justified reason for doing so, as follows:

1. If the need to perform a particular job ceases due to economic, technological, or organisational reasons (business-conditioned dismissal)
2. If the worker is not able to properly perform his or her obligations from the employment relationship due to certain permanent characteristics or abilities (personally conditioned dismissal)
3. If the worker violates the employment obligations (dismissal due to misconduct of the worker) or
4. If the worker did not pass the probationary period (dismissal due to dissatisfaction during the probationary period).

Article 76

1) When deciding on redundancy, the Employer must consider the duration of the employment, the age, and maintenance obligations burdening the worker.

2) A worker may terminate the employment contract with a prescribed or agreed notice period, without giving a reason thereof.

3) If the Employer has terminated the worker due to redundancy, it may not hire another worker in the same job for 6 months from the delivery date of the decision on dismissal to the worker.

4) If within the period referred to in paragraph 3 of this Article there is a need for employment due to the performance of the same tasks, the Employer is obliged to offer the conclusion of an employment contract to the worker to whom he/she has terminated due to redundancy.

Article 77

1) Before regular notice due to the misconduct of the worker, the employer shall warn the worker in written form of the obligation arising from the employment relationship and indicate to him or her the possibility of dismissal in the event of continued breach of that obligation, unless there are circumstances that do not justify expecting the employer to do so.

2) Before the regular notice due to the misconduct of the worker, the Employer is obliged to allow the worker to present his/her defence, unless circumstances exist due to which the Employer cannot be reasonably expected to do so.

5. Extraordinary notice

Article 78

1) The employer and the worker have a justified reason for termination of an employment contract concluded for an indefinite or fixed period, without the obligation to comply with the prescribed or agreed notice period (extraordinary termination), if due to a particularly serious breach of employment obligation or due to some other particularly important fact, taking into account all the circumstances and interests of both contracting parties, the continuation of employment is not possible.

2) The employment contract may be extraordinarily terminated only within 15 days from the date of acknowledgement of the fact on which the termination is based.

3) A party to an employment contract extraordinarily terminating the employment contract shall have the right to seek compensation from the party guilty of termination for non-performance of the employment contract assumed.

Article 79

1) 2) Before the extraordinary notice due to the misconduct of the worker, the Employer is obliged to allow the worker to present his/her defence, unless circumstances exist due to which the Employer cannot be reasonably expected to do so.

6. Dismissal with an offer of an amended contract

Article 80

1) The provisions relating to dismissal shall also apply to the case when the Employer terminates the contract and at the same time proposes to the worker the conclusion of an employment contract under amended conditions (dismissal with an offer of an amended contract).

2) If in the case referred to in paragraph 1 of this Article, the worker accepts the employer's offer, he/she shall reserve the right to challenge the permissibility of such dismissal before the competent court.

3) The worker must respond to the offer for the conclusion of an employment contract under amended conditions within a deadline set by the Employer, which may not be shorter than 8 days.

4) In the case of dismissal with an offer of an amended contract, the period of 15 days within which the worker may request the employer to exercise the violated right shall run from the day when the worker has declared his/her rejection of the offer to conclude the employment contract under the amended conditions or from the day of expiry of the deadline set by the Employer for the response to the submitted offer if the worker has not declared his/her opinion on the received offer or has declared himself/herself after the expiration of the deadline.

7. Advising the works council on dismissal and presuming agreement with the employer's decision

Article 81

1) The employer is obliged to communicate the intention to terminate a certain employment contract to the works council and is obliged to consult the works council on that decision, in the case, in the manner and under the conditions prescribed by the Act.

2) In cases provided for by law, the Employer may only with the prior consent of the works council decide on dismissal (co-deciding).

3) If the employer has requested the consent of the works council for its decision, the works council must, within 8 days of the delivery of the employer's request, submit a statement on granting or withholding that consent, unless otherwise stipulated by the legal provisions or collective agreement.

4) If the works council does not submit a statement on granting or withholding its consent within the deadline referred to in the paragraph above, it shall be deemed to have agreed with the employer's decision.

8. Form, reasoning, and delivery of notice, and the notice period

Article 82

1) A notice of termination must be in written form.

2) The employer shall state in written form the reasons for the dismissal.

3) A notice of termination must be submitted to the person being dismissed.

Article 83

1) The notice period shall start from the date of delivery of the notice of termination.

2) By way of derogation from paragraph 1 of this Article, the notice period for a worker who is temporarily incapacitated for work at the time of delivery of the decision on dismissal shall start from the date of cessation of his/her temporary incapacity for work.

3) The notice period shall not run during:

1. Pregnancy

2. The use of maternal, parental, adoptive and paternity leave or leave which, in terms of content and manner of use, is equivalent to the right to paternity leave, part-time work, part-time work for increased child care, leave of a pregnant worker, leave of a worker who has given birth or a worker who is breastfeeding a child and leave or part-time work for nursing care and care of a child with severe developmental disabilities under the regulation on maternal and parental benefits

3. Temporary incapacity for work during treatment or recovery from an injury at work or occupational disease

4. Performing the duties and rights of citizens serving in national defence forces

4) By way of derogation from paragraph 3 of this Article, the notice period shall run in the event of termination of the worker's employment contract during the liquidation or dissolution proceedings of the company by summary proceedings without liquidation under the company regulation.

5) The notice period shall not run during temporary incapacity for work.

6) By way of derogation from paragraph 5 of this Article, the notice period shall run during the

period of temporary incapacity for work of a worker whose employer terminated the employment contract before the beginning of that period, and by that decision released the worker from the obligation to work during the notice period, unless otherwise regulated by the collective agreement or employment contract.

7) The notice period shall run during the annual and paid leave.

8) If there has been an interruption during the notice period due to temporary incapacity for work of a worker who has not been exempted from the obligation of work by the employer, the employment of that worker shall cease no later than six months from the date of commencement of the notice period.

Article 84

1) The duration of the notice period is determined under the provisions of the Act and the collective agreement.

2) To a worker who is exempt from the obligation to work during the notice period, the Employer is obliged to pay remuneration and recognise all other rights as if he/she had worked until the expiry of the notice period.

3) During the notice period, the worker has the right to take a leave of absence from work with remuneration of at least 4 hours a week to look for new employment.

4) By way of derogation from paragraph 1 of this Article, a worker who, at the time of dismissal, has reached the age of 65 and 15 years of pensionable service shall not be entitled to a notice period.

9. Return of documents to the worker

Article 85

1) The employer shall, within eight days at the request of the worker, issue a letter of engagement on the type of work performed and the duration of the employment relationship.

2) The employer shall, within fifteen days from the date of termination of the employment relationship, return to the worker all his or her documents and a copy of deregistration from compulsory pension and health insurance and issue him or her a letter of engagement on the type of work he or she performed and the duration of the employment relationship.

3) The employer may not indicate in the letter of engagement referred to in paragraphs 1 and 2 of this Article anything that would make it difficult for the worker to conclude a new employment contract.

10. Severance pay

Article 86

1) Severance pay is the amount of money paid by the employer to a worker who was dismissed after two years of continuous work as a means of securing income and mitigating the adverse consequences of the dismissal.

2) By way of derogation from paragraph 1 of this Article, severance pay shall not be obtained by a worker who was dismissed due to his or her misconduct and by a worker who at the time of dismissal is at least 65 years old and has 15 years of pensionable service.

3) The amount of severance pay shall be determined by reference to the length of the previous continuous employment relationship with that employer, and may not be contracted, i.e.,

determined in the amount of less than one-third of the average monthly salary earned by the worker in the three months before the termination of the employment contract, for each completed year of work with that employer.

4) Unless otherwise provided by law, collective agreement, labour regulations or employment contract, the total amount of severance pay referred to in paragraph 3 of this Article may not exceed six average monthly salaries earned by the worker in the three months before the termination of the employment contract.

5) As an internship with the same Employer, a continuous internship in civil services is counted, regardless of the change of Employer and regardless of the contracted working hours (full or not full). A break is a period longer than 8 days.

6) By way of derogation from paragraph 5 of this Article, when calculating the severance pay of a worker who has already been entitled to severance pay during his/her work in public service and termination of employment, the period for which he/she has previously achieved severance pay shall not be included in the continuous service.

XV. BREACHES OF EMPLOYMENT OBLIGATIONS

Article 87

1) Breaches of employment obligations are the following actions and omissions of workers:

1. Unjustified absence from work, unjustified absence from work for several days with no justified reason, or arbitrary leaving of work disrupting the regular work of the Institute
2. Untimely notification to the competent person about the inability to come to work within 24 hours without a justified reason, the duration of sick leave, or the inability to perform a particular work task
3. Unjustified absence from work for a day
4. Failure to perform or untimely execution of a work task without justified reason
5. Negligent, or careless execution of a work task contrary to professional standards
6. Inappropriate behaviour (disruption in the work of other workers, imposition of conversations on topics not related to employment, shouting, etc.)
7. Worker's other minor infringements under the positive regulations of the Republic of Croatia, and by-laws of the Institute
8. Non-compliance with the provisions of by-laws and the decisions of the Institute.
9. Failure to perform, negligent, untimely, or careless performance of official obligations.
10. Illegal work, or failure to take measures or actions to which the worker is authorised to prevent illegality
11. Providing incorrect data that affects the decision-making of the Bodies of the Institute or thereby adverse consequences
12. Abuse of office or overreach
13. Refusal of a work order, without a justified reason
14. Irresponsible use of funds entrusted for work or in connection with work
15. Disclosure of official or other work-related secrets
16. Performing an activity contrary to work tasks or without the Director's prior approval
17. Use of a forged document to exercise a workplace-based right
18. Extremely negligent and irregular performance of work tasks
19. Alienation, damage, or destruction of the Institute's property intentionally or by gross negligence

20. Coming to work and performing work tasks under the influence of intoxicants and alcohol or refusing to be tested for alcohol and drug abuse
21. Public statements that damage the reputation of the Institute by presenting untruths about the work of the Institute
22. Established breaches by disrespecting the worker's dignity
23. Established breaches of the code of ethics guidelines
24. Not using the safety equipment at work.
25. Refusal to undergo a health examination when it is necessary to perform work tasks (jobs with special working conditions, etc.).
26. Recurrence of minor disciplinary infringements more than three times in two years.
27. Other serious employment-related breaches prescribed by the positive regulations of the Republic of Croatia and by-laws of the Institute

2) Breach of employment obligations subject to the level of responsibility may as such be described in other by-laws of the Institute

Article 88

1) For each breach of an employment obligation identified, it will be assessed whether it has the significance of a minor or serious breach of an employment obligation, considering in particular:

- Degree of the worker's culpability
- Circumstances under which the breach occurred
- Gravity of the breach and the consequences resulting therefrom
- Worker's prior work and behaviour
- Circumstance of whether it is a repeated breach of employment obligation.

Article 89

1) The treatment, the appointment of the Disciplinary Commission of the Institute, sanctions, and disciplinary proceedings are regulated by the Institute's by-laws.

2) The breach of an employment obligation described in Article 87, paragraph 1, item 23 of these Rules (discrimination and violation of dignity) shall be determined in the procedure for protecting the worker's dignity, under the provisions of these Rules.

XVI. EXERCISING EMPLOYMENT RIGHTS

Article 90

1) The Director or a person authorised by him with a written power of attorney has the right to decide on rights and obligations from the employment relationship.

1. Delivery of decisions on employment rights and obligations

Article 91

1) Decisions, notices, and other written acts (documents) regarding employment rights and

obligations of workers are delivered, as a rule, by direct handover to the worker at the Employer's business premises *(direct handover of documents).* The certificate of delivery (delivery note) is signed by the recipient and the courier. The recipient himself will mark the day of receipt on the delivery note in words.

2) If the worker is not at work, the documents are delivered electronically (via e-mail). Service will be deemed to have succeeded when the addressee replies to the sender that he/she has received the document *(delivery of documents by electronic means)*.

3) If the service of documents by electronic means has failed, the delivery to the worker will be executed by sending the documents by registered post with a return receipt through the postal service provider, to the worker's residence address, which the worker reported to the Employer *(delivery of documents by post)*. Delivery will be deemed to have succeeded by confirmation of delivery and/or return receipt.

4) If delivery fails to be carried out in the manner referred to in paragraphs 1, 2 and 3 of this Article, the documents will be attempted to be served again to the worker through the Employer's delivery service at the business premises, by directly handing over the documents.

5) If delivery to the worker fails to be carried out even under the provisions of paragraph 4 of this Article, delivery shall once again be attempted to be carried out under the provisions of the previous paragraphs of this Article. If even this repeated delivery fails to be made, delivery will be done by attaching the decision to the Employer's notice board. After 8 days have expired, it is considered that the decision was delivered to the worker, which is confirmed by the Employer's authorised person.

6) The employer's official notice points for submitting the decisions referred to in paragraph 1 of this Article are:

notice board located on the ground floor of the II. wing on the premises of the Employer.

7) If the worker has an attorney, delivery is made to the person designated as an attorney.

Article 92

1) If the worker to whom the document from the previous article was addressed was found at work, but refused to accept such a decision without legitimate reason, the courier shall indicate it on the document and return the document to the organizational unit that sent the document, and in the room where that worker works or at his/her workplace, he/she will leave a notice of attempted service with a warning that delivery will be carried out through the notice board of the Employer.

2) After 8 days have expired, it is considered that the decision was delivered to the worker, which is confirmed by the Employer's authorised person.

3) If the worker refuses to sign the delivery note, the courier will record it on the delivery note and write in letters the day of delivery, and thus the delivery is deemed to have taken place.

2. Judicial protection of employment rights

Article 93

1) A worker who considers that the Employer has violated an employment right may, within 15 days of the delivery of the decision that violated his/her right, i.e. from the day of learning about the violation of the right, demand from the Employer the exercise of this right.

2) If the Employer does not comply with that request within 15 days of delivery of the worker's

request referred to in paragraph 1 of this Article, the worker may, within a further 15-day period, request the protection of violated right in court.

3) Protection of the violated right before the competent court may not be requested by a worker who has not previously submitted to the Employer the application referred to in paragraph 1 of this Article, except in the case of the worker's claim for compensation or other pecuniary claims from the employment.

4) If the law, other regulation, or collective agreement provides for the procedure of amicable resolution of the dispute, the deadline of 15 days for filing an action with the court shall run from the date of completion of that procedure.

5) The provisions of this Article shall not apply to the procedure for protecting the worker's dignity.

6) The worker shall not be placed at a disadvantage due to the application for the exercise of the worker rights prescribed by the Act, other law or regulation, collective agreement, agreement concluded between the works council and the employer, the labour regulations or the employment contract, for the exercise of these rights, or for the application and participation in the procedure for protection of the rights of that worker.

XVII. WORKER DIGNITY PROTECTION AND ANTI-DISCRIMINATION PROTECTION

Article 94

1) During and in connection with the performance of the duties of his/her workplace, the worker has the right to personal respect and dignity protection.

2) The worker's personality and dignity are protected from harassment or sexual harassment by the employer, superiors, associates, and persons with whom the worker regularly comes into contact during his/her duties.

3) Harassment and sexual harassment are prohibited.

Article 95

1) Under the Act and the special laws, the employer is obliged to protect the worker from direct or indirect discrimination in the work field and the working conditions, including selection criteria and conditions in employment, promotion, vocational guidance, vocational training, and further training and retraining.

2) It is forbidden to put at a disadvantage a person seeking a job, or a person working with the Employer, based on race or ethnicity, colour, sex, language, religion, political or other belief, national or social origin, financial status, membership or non-membership in a political party, membership or non-membership in a trade union, social status, marital or family status, age, health status, disability, genetic heritage, expression of gender identity or sexual orientation *(discrimination*).

3) A worker who considers that he/she is discriminated against has the right to file a complaint with the Employer, or persons authorised by the Employer's decision to receive and resolve complaints related to the worker's dignity protection, for violating non-discrimination, and that person is obliged to act in the same manner as on the occasion of the dignity protection complaint.

Article 96

1) The worker's dignity is protected from harassment and sexual harassment.

2) Harassment is any unwanted behaviour caused by any of the grounds referred to in Article 95 paragraph 2 which is intended or constitutes a violation of the person's dignity, and which causes fear, or a hostile, degrading, or offensive environment.

3) Sexual harassment is any verbal, nonverbal, or bodily unwanted behaviour of a sexual nature that aims at or constitutes a violation of the person's dignity, especially if it creates a frightening, hostile, degrading, disparaging, or offensive environment.

4) Actions that disturb, or sexually harass a worker, as well as false reporting of harassment or sexual harassment are considered a breach of employment obligation.

5) False reporting of harassment or sexual harassment is made by a worker who is aware or should have been aware that there are no reasonable grounds for initiating a dignity protection procedure, and initiates, or initiates the initiation of such proceedings.

Article 97

1) All workers are obliged to behave and act in a way that does not disturb other workers when performing at their workplace and are obliged to prevent harassment and inform the person authorised by the Employer about harassment.

2) Conduct violating the dignity of the Employer's workers is considered intentional or negligent conduct that includes but is not limited to, for example:

1. Gossip, spreading rumours or slander about others
2. Insults, threats, profanity, and belittling
3. Sexist behaviour by which persons of the other sex or sexual orientation are called socially inappropriate terms to highlight their sexual characteristics or sexual orientation, joking at their expense, or attempting to achieve unwanted physical contact.
4. Deliberately withholding information necessary for work or giving misinformation.
5. Assigning meaningless, unsolvable, disparaging tasks, or not assigning tasks.

3) Comments or criticisms that are objective and aim at a positive outcome in the work of workers are not considered an infringement of the worker's dignity.

4) Workers' opposition to conduct that constitutes harassment or sexual harassment does not constitute a breach of employment obligations nor should it be a reason for discrimination.

1. Worker's dignity protection procedure

Article 98

1) Persons authorised to receive and handle complaints on the worker's dignity protection are the Director, and persons authorised by a special decision to do so (hereinafter: authorised person).

2) A worker who considers that he/she has been harassed, or sexually harassed has the right to complain to the Director or the person authorised for dignity protection.

3) The authorised person is obliged, as soon as possible and at the latest within 8 days of the delivery of the complaint, to examine the complaint and take all necessary measures appropriate to the individual case to prevent continued harassment or sexual harassment if it determines that it exists.

Article 99

1) The authorised person shall, without delay, consider the complaint received and if necessary, conduct evidentiary proceedings in respect of it to establish the full truthful facts.

2) To establish the facts of the complaint, the authorised person may hear the complainant, the person alleged to have harassed or sexually harassed the complainant, conduct a confrontation, investigate, and produce other evidence that can prove the merits of the complaint.

3) A worker's hearing may be attended by his/her proxy lawyer or union commissioner.

Article 100

1) The authorised person shall draw up a record on the hearing of the complainant, the person alleged to have harassed or sexually harassed the complainant, and the witness, signed by all persons who were present at its compilation.

2) The authorised person shall draw up a record or an official note on any other action taken to establish the facts. The official note shall be signed by the authorised person who compiled the note.

3) All information established in the procedure for protecting the worker’s dignity is secret and the authorised person should conduct the entire procedure discreetly.

4) In particular, the minutes will state that the authorised person warned everyone present that the information established in the process of protecting the worker’s dignity is secret and that they have been warned of the consequences of revealing this secret.

5) All workers working with the Employer are obliged to cooperate with the authorised person, respond to their invitation and communicate to them the information important for establishing the facts in the complaint procedure, which is known to them.

6) The employer is obliged to ensure that the authorised person receives complaints in a manner and in conditions that will not jeopardise the privacy of the complainant, which implies the possibility of using a special room during all or part of working hours, and if necessary, he/she will be allowed to leave the Employer's headquarters to receive the complaint.

7) The Director of the Institute and the trade union commissioners are obliged to inform an authorised person of any complaint about the violation of the worker’s dignity.

Article 101

1) When assessing which behaviour constitutes a violation of the worker’s dignity, it is necessary to consider all the circumstances of a particular case (the gravity of the violation and the consequences arising therefrom, whether any conduct or behaviour is recurrent, or has happened once, the type of work performed, the customs of conduct, the intention of harassment, etc.).

Article 102

2) Worker behaviour that constitutes harassment or sexual harassment constitutes a breach of obligation stipulated in employment.

3) After the procedure for protecting the worker’s dignity, the authorised person will prepare a report in writing, in which they will:

1. establish that there was a violation of the dignity of the complainant, or
2. establish that there was no violation of the dignity of the complainant.

4) In the case referred to in paragraph 2, item 1 of this Article, the authorised person shall determine in their report what constitutes the violation of the dignity of the complainant, state all the facts proving it, and propose to the Director to take a decision due to violation of the employment obligations under Article 87 in conjunction with Articles 88 and 89 of these Rules and/or propose to take other measures appropriate to the individual case to prevent further violation of the worker's dignity.

5) In the case under paragraph 2, item 2 of this Article, the authorised person shall propose to the Director the rejection of the complaint for the protection of the worker's dignity.

6) The authorised person's report shall be submitted to the complainant, to the person against whom the complaint was filed, and to the Director.

Article 103

1) Based on the proposal of the authorised person, the Director shall make a decision by which he/she shall impose on the worker who has violated the dignity of another worker a measure due to violation of the employment obligations under Article 87 in conjunction with Articles 88 and 89 of these Rules, and/or take other measures appropriate to a particular case to prevent further violation of the worker's dignity, or he/she will decide to reject the worker's dignity protection complaint.

Article 104

2) If the Employer does not take measures to prevent harassment or sexual harassment within 8 days of the delivery of the complaint, or if the measures he/she has taken are manifestly inappropriate, the worker who was harassed or sexually harassed has the right to suspend his/her work until he/she is provided with protection, provided that he/she has requested protection before the competent court in a further period and notified the Employer thereof within 8 days from the date of the suspension of work.

3) During the suspension of work referred to in paragraph 1 of this Article, the worker shall be entitled to compensation of salary in the amount of salary he/she would have earned if he/she had worked.

4) If a final court decision establishes that the worker's dignity has not been violated, the Employer may request a refund of the compensation paid referred to in paragraph 2 of this Article.

XVIII. TRANSITIONAL AND FINAL PROVISIONS

Article 105

1) Amendments to these Rules shall be adopted in the manner prescribed for its adoption under the Act, and the Articles of Association of the Institute.

Article 106

2) With the entry into force of these Rules, the Rules of Procedure of the Institute entered into force in 2010 cease to be valid.

Article 107

1) These Rules shall enter into force on the eighth day following their publication.

2) The Rules are published in the manner prescribed by the ordinance of the minister of labour.

Class:
Reg. No.:

In Zagreb, on _____

President of the Management Board:

Assoc. Prof. Matko Glunčić, PhD

It is established that on _____, the Rules of the Institute of Physics have been published on the website and the notice board, and that they shall enter into force on _____.