WORKPLACE RULES OF PROCEDURES

of

ERA LGBTI EQUAL RIGHTS ASSOCIATION

for Western Balkans and Turkey

CONTENT:

I Introduction (art. 1.)....3

II General Provisions (art. 2. - 4)....5

III Recruitment (art. 5. - 15.)....6

IV Education, vocational training and professional development (art. 16. - 17.)....12

V Amendments to agreed working conditions (art. 18. – 21.)....13

VI Working hour (art. 22. - 30.)....16

VII Vacation and leave of absence (art. 31. – 45.) 19

VIII Protection of employees (art. 46. – 58.) 25

IX Salaries, salary compensations and other earnings (art. 59. – 74.) 31

X Business secrecy and the prohibition of a competition (art. 75. - 76.) 38

XI Damage compensation (art. 77. - 83.) 40

XII Suspension of employed persons from work (art. 84. – 88.)....43

XIII Termination of Employment (art. 89 - 106)....45

XIV Redundancy of employees (art. 107. - 108)....56

XV Exercise and protection of the rights of employees (art. 109.)....57

XVI Working outside of the employment (art. 110)....58

XVII Transitional and Final Provisions (art. 111.) 59

ERA LGBTI Equal Rights Association

WORKPLACE RULES OF PROCEDURES

I Introduction

Article 1.

ERA – LGBTI Equal Rights Association (ERA) is a regional association of lesbian, gay, bisexual, trans, intersex and queer organizations from Albania, Bosnia & Herzegovina, Croatia, Macedonia, Kosovo, Montenegro, Serbia, Slovenia and Turkey. ERA was founded in order to inspire positive change in our societies and make sure that the human rights of people of all sexual orientations, gender identities and expressions, and sex characteristics, are respected and protected.

The work of the Association is guided by its values:

- Dignity
- Inclusiveness
- Accountability and transparency
- Equality and human right
- Freedom
- Solidarity
- Diversity
- Professionalism.

ERA strive to create working atmosphere that reflects these values and support its employees and others in their efforts.

ERA, as an employer, is committed to gender equality and provides equal opportunities and equal treatment to all candidates and employees regardless of ethnicity, religion, age, nationality, political affiliation, medical condition (e.g. HIV/AIDS, disability, etc.), sexual orientations, gender identities and expressions, and sex characteristics, marital status, parental status and other personal characteristics. In particular, ERA recognises LGBTI persons as a marginalized and harder to employ social group and

encourages their employment. Thus, in the case of equal qualifications of candidates, ERA will give preference to those belonging to the LGBTI population and to person of gender that is less represented in the working team.

II General provisions

Article 2.

The Workplace rule of procedure (hereinafter referred to as the Ordinance) shall regulate the rights, obligations and responsibilities arising from the employment in ERA – LGBTI Equal Rights Association in Belgrade, Str. Majke Jevrosime no. 42, registration number: 28185103 (hereinafter referred to as the Employer or ERA), in accordance with the Labour Law.

Article 3.

This Ordinance shall regulate: employment, working hours, rests and leaves of absence, protection of employees, salaries and other earnings, compensation, termination, exercise and protection of rights of employees and other issues of importance for employees with the Employer.

Article 4.

This Ordinance, the Human Resource Manual and Employment contract may stipulate more rights and better working conditions than the rights and conditions established by the Law and other regulations, as well as other rights not specified by the Law, unless the law provides otherwise.

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III Recruitment

Article 5.

Decision on the need for a new employee or new job is made by the Executive team, in accordance with the Statute, the Human Resource Manual (hereinafter referred to as Manual) and the Strategic Plan.

Employer may fill the vacancies through internal and/or public announcements. Internal announcement is considered when vacancies are published within the executive team and the network of member organizations. If there are no interested person or a person with appropriate qualifications, ERA may announce the need for new employees publicly.

ERA may announce vacancies only publicly in case it considers that is the only way to reach the candidates with adequate qualifications.

In particular, ERA may hire a new person through headhunting if necessary qualifications are highly specific and scarce.

The process of personnel selection is performed in accordance with the procedures described in the Manual.

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Article 6.

Employment may be established with a person who is at least 15 years of age and meets other conditions of work in certain jobs determined by the Law, the Statute, the Manual, or Employment contract.

The Manual regulates organizational units of the Employer, the name of and job descriptions, type and extent of the required qualifications, i.e. education and other special conditions necessary to work on these job positions.

Manual is adopted by the General Assembly.

The employment of a person under 18 years of age may be established with the written consent of parent, adoptive parent, or guardian, if such work does not endanger the person's health, moral and education, or if such work is not prohibited by the Law.

A person under 18 years of age may be given employment only on the basis of a competent medical authority that determines his/her/their ability to perform the tasks

for which the employment is established, and that such activities are not harmful to his/her/their health.

Article 7.

The decision on establishing an employment is made by the Steering Board of ERA or the Executive team, according to the procedure detailed in the Statute and the Manual.

In particular, the decision on establishing the employment with executive directors is made by the Steering board, while the Executive directors are making the decision on hiring other persons in the Executive team.

The employment is established through Employment contract.

Employment contract is concluded between employee and the Employer in the manner and under conditions prescribed by the Law and the Manual.

Employed person shall, by establishing the employment, provide to the Employer documents and other relevant evidence of fulfilment of work conditions in job for which the employment is established.

Article 8.

Employment contract may be concluded for an indefinite or definite period of time.

In case if the employment contract that does not specify the period for which it is concluded, it is considered as a contract for an indefinite period of time.

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Article 9.

Employment contract is concluded before an employee begins to work, in writing.

Employment contract shall be considered as concluded when employee and Employer sign it.

Employment contract is concluded in at least three copies of which one is given to an employee, and the two are kept by the Employer.

If the Employment contract is not concluded in accordance with paragraph 1 of this Article, it is considered that the employee has established employment contract for an indefinite period of time effective on the day of starting to work.

Article 10.

The contract shall contain:

1. The name of the employer and the seat;

2. The personal name of the employee, permanent address or temporary address of the employee;

3. The type and level of qualification or education of an employee, which are necessary for carrying out tasks for which employment contract is concluded;

4. The name and description of job related tasks that are to be performed;

5. The place of work;

6. Type of Employment contract (indefinite or definite period of time);

7. Duration of the employment contract for a definite time and the basis for establishing this type of the employment contract;

8. The date of commencement of work;

9. Working hours (full, part time or reduced);

10. The amount of the base salary at the date of conclusion of the employment contract;

11. Elements for determining the basic salary, work performance, compensation, increase of salary and other incomes of the employee;

12. The deadlines for the payment of salaries and other benefits to which the employee is entitled;

13. Daily and weekly working hours.

Employment contract may not contain the elements referred to in paragraph 1 items. 11-13 of this Article, if they are defined in the Law, collective agreement, this Ordinance or other act of the Employer in accordance with the Law, in which case the contract must specify the act by which those rights are determined at the time of conclusion of the Employment contract.

Employment contract and this Ordinance shall determine breach of obligations for which the Employer may terminate the employment contract.

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Employment contract may stipulate a probation period of work, but not longer than six months, and the procedure in the event that employees do not show the adequate working and professional abilities.

Employment Contract may stipulate the jobs an employee is cannot work in his/her/their own name and for his/her/their own account, and on behalf of and for the account of another natural or legal person, without the consent of the Employer (prohibition of competition), as well as the territorial validity of the prohibition of competition and conditions of the prohibition of competition.

The rights and obligations that are not determined by the employment contract, are regulated by the appropriate provisions of the Law, collective agreement and this Ordinance.

Article 11.

Employed person shall exercise the rights and obligations arising from employment on the day of commencing the work.

Employee commence the work on the date determined by the employment contract, and if he/she/they do not commence the work on the determined day, it will be considered that employment has not been established, unless prevented from doing so due to justified reasons or if the Employer and employee have made other arrangements.

Article 12.

Employer is obliged to keep records of the employees, which includes: documentation regarding the registration of the employee with the competent authorities, job description, CV, assessment of work performance, registration of disciplinary measures, the daily working hours, including leave of absence, and other information of relevance for monitoring of the employment. Employer keeps this documentation in the headquarters or other business premises/work unit, depending on where the employee works.

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Article 13.

Employment contract may be concluded for a definite period of time for establishing an employment with a predetermined duration due to objective reasons such as a deadline of employment related tasks, or occurrence of a particular event, for the duration of these needs.

Employer may conclude one or more employment contracts referred to in paragraph 1 of this article, on which the employment of the same employee is established with interruptions or in or continuity and cannot be longer than 24 months in total of its duration.

The interruption shorter than 30 days is not considered an interruption of the period referred to in paragraph 2 of this Article.

Notwithstanding to paragraph 2 of this Article, the employment contract for a definite time can be concluded:

1. If it is needed due to replacement of temporarily absent employee until his/her/their return;
2. To work on a project whose duration is predetermined, no later than the end of the project;
3. With a person with foreign Citizenship, based on the work permission in accordance with the Law, no longer than the period for which the permit was issued;
4. With an unemployed person who in order to fulfil one of the conditions for entitlement to old-age pension is missing five years of work, no longer than the fulfilment of the conditions, in accordance with the regulations on pension and disability insurance.

The employer may conclude a new employment contract with the same employee for a definite duration after the expiry of the period referred to in paragraph 4, item 1-3) of this article, by the same or another legal basis, in accordance with this Article.

If the employment contract for a definite duration is concluded contrary to the provisions of the Law or if the employee remains working with the Employer at least five business days after the expiration of the determined period for which the contract was concluded, it is considered that the employment is for an indefinite period.

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Article 14.

Employment may be established with the part-time working hours for an indefinite or definite period of time.

Employed person who works part-time is entitled to a salary, other income and other employment rights in proportion to the time spent at work, except if for certain rights the Law or the Employment contract provide otherwise.

Article 15.

Employer is obliged to provide to an employee who works part-time the same working conditions as well as to an employee who works full time, working on the same or similar jobs.

Employer is obliged to notify employees about the availability of full-time and part-time jobs, in the manner and within the time limits laid down in the General act.

Employer is obliged to consider the request of employees who work part-time for the transition to full-time, as well as of employees who work full-time to switch to part-time.

Employee who works part-time with one employer may for the rest of the working time establish employment with other employers and thus achieve a full-time employment.

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IV Education, vocational training and professional development

Article 16.

Employer is obliged to provide employee with education, vocational training and professional development when required by the needs of work and introduction of new methods and organization of work.

Employee is required to attend educational programmes, vocational training and professional development programme in relation to his/her/their work.

The cost of education, vocational training and professional development shall be provided from funds of the Employer and other sources in accordance with the regulations.

In the event that an employee terminates education, vocational training or professional development programme, the employee is obliged to reimburse the costs to the Employer, unless it is done for legitimate reasons.

Article 17.

Employer regularly conducts evaluation of employees' work performance, and minimum once a year, according to the procedures laid down in the Manual.

The evaluation consists of assessment of knowledge and skills needed for job, job performance and interpersonal relationships.

The result of the evaluation may lead to recommending to an employee a further training, which may be a condition to continue the employment, or just in a form of further professional development recommendation without any conditionality.

The result of the evaluation may serve as the basis for the increase or reduction of the salary.

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V Amendments to agreed working conditions

Article 18.

The Employer may offer an employee the amendments to the employment contract (hereinafter referred to as the contract annex):

1. For a transfer to another appropriate job due to the need of the process and the organization of work;
2. For a transfer to another place of employment with the same employer, under the conditions provided by law;
3. For a transfer to another corresponding job with another employer, in accordance with Article 19 herein;
4. For an employee who is determined redundant, provided the exercise of rights (employment measures: transfer to another job, working for another employer, retraining or additional training, part-time, but not less than half of full-time work and other measures);
5. Due to the changes in the elements to determine the basic salary, performance, compensation, increase of salary, and other earnings of the employee which is contained in the employment contract in accordance with Article 10 of this Ordinance or in accordance with Article 33, Section 1, Item 11 of the Labour Law;
6. in other cases determined by the Law, these Ordinance, the Manual and the employment contract.

Compatible jobs in terms of paragraph 1 Items. 1 and 3 of this Article shall be considered a job for the performance of which requires the same type and level of professional qualification laid down in the employment contract.

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Article 19.

Employee may be temporarily sent to work for another employer in the adequate job, as follows:

1. If temporarily there is no longer needed for his/her/their work with the Employer,
2. If office space is leased,

3. Contract on business cooperation is concluded.

Temporary assignment to work with another employer can last as long as the reasons for the transfer, but no longer than one year.

With his/her/their their consent, employee may be temporarily sent to work for another employer for more than a year, if there are reasons for his/her/their referral.

Employee who is referred to another employer concludes employment contract with definite duration.

After the expiry of the period for which an employee was sent to work for another employer, the employee has the right to return to work for the Employer.

Article 20.

With the annex to the contract, the Employer is obliged to submit to an employee a written notice containing the following: the reasons for offering the annex to the contract, the period of eight working days in which an employee should respond, and the legal consequences which may arise if annex to the contract is not signed.

If an employee signs the annex to the contract in due time, retains the right to contest the legality of the contract before the competent court.

Employee who refuses the offer of the annex to the contract in due time, reserves the right to challenge the legality of the annex to the contract in judicial proceedings in relation to the termination of employment under Article 97, item 2 of this Ordinance.

It is considered that the employee has refused the offer of annex to the contract, if he/she/they do not sign the annex to the contract within the period referred to in paragraph 1 of this Article.

Article 21.

In case it is needed to perform a specific job, without delay, an employee can be temporarily reassign to other jobs on the basis of the decision, without the offer of annex to the contract referred to in Article 20 of this Ordinance, with the maximum of 45 working days over a period of 12 months.

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The reassignment as in paragraph 1 of this Article may be specifically enforced in the following cases:

1. The failure of the means of labour and materials,
2. Termination of work in the workplace, where an employee performs work,
3. To replace suddenly absent employee, if required by the work process.

In the event of a transfer referred to in paragraph 1 of this Article, an employee retains the basic salary as per the job he/she/they have been moved from, if it is more favourable for an employee.

The provisions of Article 20 of this Ordinance shall not apply in the case of concluding an annex to the contract on the initiative of the employee.

VI Working hour

Article 22.

Working hour is the time period in which the employee is obliged, or available to perform, tasks as directed by the Employer, in the place where the job is performed, in accordance with law.

Employee and the Employer may agree for a period of working time within the working hour for an employee to perform the work from home.

The period during which an employee must be ready to respond to the call of the Employer to perform duties if such need arises, and if employee is not in the place where he/she/they perform the work, is not considered the working hour, in accordance with the law.

Article 23.

Full-time employment is 40 hours a week, unless otherwise specified in the contract.

Full-time employment for an employee under 18 years of age is 35 hours per week.

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Article 24.

Part-time employment in terms of this Ordinance is the amount of hours shorter than the full-time employment as in accordance with Article 23 of this Ordinance.

Article 25.

At the request of the Employer, an employee is required to work more than full-time in the case of:

1. force majeure,
2. The sudden increase in workload, and
3. In other cases when it is necessary to finish the work that is not planned (to replace the suddenly absent employee in the work process that must stay interrupted by its nature, to immediately implement the executive order of state authorities, and to carry out work which if delayed could lead to unintended consequences).

The Employer makes a decision on overtime work in accordance with its powers, unless the law provides otherwise.

Employee cannot work overtime for more than eight hours a week.

Employee cannot work more than 12 hours per day including overtime.

Employee during pregnancy and employee nursing a child cannot work overtime if such work was detrimental to her/their health and the health of the child, based on the findings of the competent health authority.

Article 26.

Working week, as a rule, takes five working days.

Schedule of working hours in the working week is determined by special decision of the Employer.

Business Day, as a rule, lasts for eight hours.

Article 27.

For employees, if they work in shifts, at night or when the nature of work and the organization of it requires, the Employer may organize working week in another way, according to business needs.

The beginning and ending times can be determined, or arranged in a certain period of time (flexible working hours).

The Employer is obliged to inform employees about the schedule and change working hours five days in advance, except in cases of introduction of overtime in accordance with the Law.

Article 28.

The Employer may redistribute working hours when required by the nature of activity, organization of work, better use of time and the execution of a particular job within the set deadlines.

In the cases referred to in paragraph 1 of this Article, the redistribution of working hours is carried out so that the total working time of an employee for a period of six

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months during a calendar year, on average, do not exceed the contracted working time of an employee.

Employee who has agreed to, within the redistribution of working time, works on average longer than the time specified in paragraph 2 of this Article, hours of work longer than average working hours are calculated and paid as overtime.

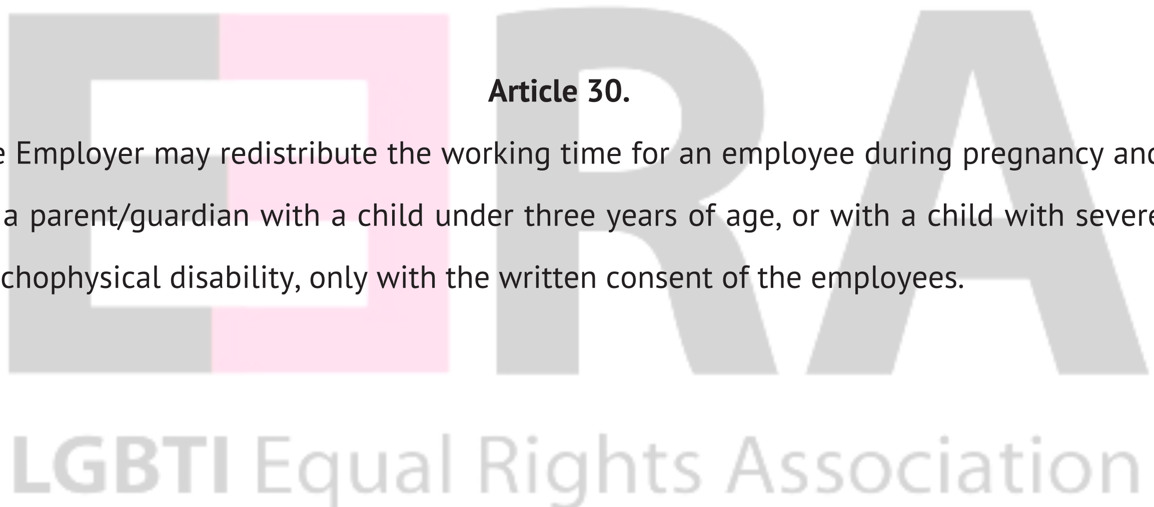
Article 29.

In the case of redistribution of working hours, working time cannot exceed 60 hours per week.

Redistribution of working time referred to in Article 28 of this Ordinance shall not be considered overtime work.

Article 30.

The Employer may redistribute the working time for an employee during pregnancy and for a parent/guardian with a child under three years of age, or with a child with severe psychophysical disability, only with the written consent of the employees.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VII Vacation and leave of absence

Article 31.

Employee who works at least eight hours a day, is entitled to a break during daily work in the duration of 60 minutes.

Employee who works six hours a day, is entitled to a break during daily work in the duration of 30 minutes.

Employed persons who work more than four and less than six hours a day, is entitled to a break during work for 15 minutes.

Break during working hours cannot be used at the beginning and at the end of the day.

The daily break time from paragraph 1 - 2 of this Article shall be counted as working time.

Article 32.

Break of employees during the daily work is organized in a way that ensures that the work is not interrupted.

The decision on the use of scheduled break during working hours is made by the Employer.

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Article 33.

Employee is entitled to a rest period of 12 hours without interruption within 24 hours, unless the Law or this Ordinance provides otherwise.

Article 34.

The employee is entitled to a weekly rest period of 24 consecutive hours to which is added a break hour referred to in Article 32 of this Ordinance.

Notwithstanding to the paragraph 1 of this Article, an employee who, due to redistribution of the working hours cannot use the rest period specified in paragraph 1 of this Article, shall be entitled to a weekly rest of at least 24 consecutive hours.

Article 35.

Employed is entitled to annual leave in accordance with the Law, this Ordinance and the Manual.

Employee shall be entitled to annual leave in a calendar year after a month of continuous work from the date of commencing the employment with the Employer.

Continuous work is considered and a time of temporary incapacity to work (sick leave), in terms of regulations on health insurance and absence from work with salary compensation.

Employed persons may not waive his/her/their right to annual leave, nor this right can be denied or replaced by monetary compensation, except in the case of termination of employment in accordance with the Law.

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Article 36.

For each calendar year an employee is entitled to annual leave of at least 20 working days.

Duration of annual leave shall be determined by this Ordinance, the Manual and in accordance with the Law.

Article 37.

Duration of the employee's annual leave shall be determinate by adding days to the minimum legal duration of 20 days, in a following manner:

1. Contribution to the work - up to 5 working days by the decision of the executive Directors,
2. Professional experience, including:
   a. for completed 5 years of service - 1 business day,
   b. for completed 5-10 years of work experience - 2 business days,
   c. for completed 10-15 years of service - 3 business days,
   d. for completed 15 and / or more years of service - 4 business days.
3. Professional qualifications of the employee:
   a. completed undergraduate studies - 1 working days

b. completed maagisterium/master studies (lavel VII/2) - 2 business days,

c. completed a PhD (level VIII) - 3 business days.

Duration of annual leave does not have to be increased on all grounds referred to in paragraph 1 of this Article.

Article 38.

In determining the duration of annual leave, the working week is calculated as five working days.

Holidays that are not working days in accordance with the law, absence from work with salary compensation and temporary inability to work in accordance with the regulations on health insurance, are not included in vacation days.

If an employee, during the annual leave, is temporarily unable to work in accordance with the regulations on health insurance, he/she/they shall be entitled to continue to use annual leave after the end of this inability to work.

Article 39.

Employee is entitled to one-twelfth of annual leave under Article 36 of this Ordinance, (proportional part) for each month of work in a calendar year in which they were employed or in which his/her/their employment is terminated.

Article 40.

Annual leave shall be used once or in two or more parts, according to the Law.

If the employee takes annual leave in parts, the first part of the annual leave shall contain at least two uninterrupted working weeks during the calendar year, and the remaining days shall be used by June 30 of next year.

Employee who has met the conditions for entitlement to annual leave under Article 34 of this Ordinance, but has not use wholly or partially annual leave in a calendar year due to absence from work for maternity leave, absence from work for child care and special child care, has the right to use that leave to 30 June next year.

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Article 41.

The time of using the annual leave is determined by the Employer, depending on the needs of the business, subject to prior consultation with the employee and his/her/their direct line manager.

Decision on annual leave shall be submitted to the employee at least 15 days before the date fixed for the commencement of annual leave.

Notwithstanding, if the annual leave is used on request of the employee, the Employer may submit the decision on annual leave just before the annual leave.

The employer may change the time specified for annual leave, if it is required so by the job, not later than 5 working days before the date set for the commencement of annual leave.

In the case of using a collective summer break with the Employer or the organizational unit part of the Employer, the Employer may issue a decision on annual leave stating the employees and organizational units in which they work and also point out the notice at the announcement board at least 15 days before the date set for the use of annual leave, which considers that the decision is delivered to employees.

Employer may submit the decision on annual leave to the employee in electronic form and at the request of the employee the Employer is required to submit the decision and in writing.

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Article 42.

During the annual leave, an employee is entitled to compensation in the amount of the average salary in the previous 12 months.

Article 43.

In the event of termination of employment, the Employer is obliged to, for an employee who has not used the annual leave as a whole or in part, provide a payment of financial compensation instead of annual leave in the average salary in the previous 12 months, in proportion to the number of days of unused annual leave.

The fee referred to in paragraph 1 of this Article has the character of damages.

Article 44.

Employed is entitled during the calendar year to be absent from work with salary compensation (paid leave) for a period of no longer than ten working days during the calendar year, in the case of:

1. Marriage, civil partnerships or equivalent - up to 5 days, and not less than 2;
2. Birth of a child, joining of adopted child or equivalent - up to 5 working days, and not less than 2;
3. Serious illness close family members - up to 5 working days, and not less than 2,
4. Marking special days in accordance with the religious practices of an employee - 2 working days.

In addition to the absence in paragraph 1 of this Article, an employee is entitled to additional paid leave:

1. Five working days due to the death of immediate family member, or equivalent;
2. Two consecutive days for each time an employee gives blood, counting in the day of blood donation,
3. Two working days for the purposes of moving.

Members of immediate family in terms of paragraph 1 and 2 of this Article shall be considered the following: husband/wife, partner in terms of a civil partnership, or equivalent in the event that the Law does not regulate partnership or marriage of people with different sexual orientation and gender identity, children brothers, sisters, parents, adoptive parent, adoptee, and pets.

The employer may grant an employee absence in accordance with paragraph 1 and 2 of this Article and for others persons with whom not specified in paragraph 3 above, and who are living in the household with the employee, in a duration determined by a decision of the Employer.

The Employer may approve an employee paid leave in other justified cases, for up to 5 consecutive days.

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Article 45.

The employer may, at the request of an employee, approve the leave without compensation of salary (unpaid leave) for a period determined by the Employer.

During the absence from work referred to in paragraph 1 of this Article the employee's rights and obligations arising from employment are standstill, except in case the Law, this Ordinance or the employment contract provides otherwise.

VIII Protection of employees

Article 46.

Employee has the right to safety and health in accordance with the Labour Law.

Employee is obliged to comply with regulations on the safety and protection of life and health in order not to endanger his/her/their safety and health, as well as the safety and health of employees and other persons.

Employee shall notify the Employer of any type of potential hazards that could affect the safety and health at work.

Article 47.

Employee cannot work overtime if, according to the findings of the competent health authority for the assessment of medical fitness in terms of regulations on health insurance, such work could worsen his/her/their health status.

Employee with health problems determined by the competent health authority in accordance with the Law cannot perform tasks that would cause the deterioration of his/her/their health or consequences dangerous for his/her/their environment.

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Article 48.

Employee has the right to protection of personal data in accordance with the law.

The Employer is required to collect and maintain a record of the employee, and protects data in accordance with the Law. Access to personal files of employees has only Administrative and financial officer, and at the request of the executive directors.

Employee has the right to inspect the personal file with the request that is surrendered to line manager, and that was approved by the same person. Employee insights personnel file in the room where the record is kept and in the presence of line manger.

Article 49.

Personal data of the employees cannot be disclosed to third parties, except in exceptional cases prescribed by Law or in situations where it is necessary to establish rights and obligations of employee from the employment contract.

Personal information about employees may be collected, processed, used and disclosed to third parties only by the person authorised for this work by the decision of executive directors.

Article 50.

Employee is obliged to notify the Administrative and financial officer of changes of personal data, such as:

- address,
- phone,
- unique identification personal number,
- number of passport,
- ID number,
- driver's license number,
- the names and the number of family members,
- change of name or surname,
- data on the person to contact in case of emergency situations.

Employee's personal data must be correct at all times. Employee is responsible for the accuracy of personal data.

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Article 51.

Employee during pregnancy and an employee who is breastfeeding a child may not work in jobs that are, according to the findings of the competent health authority, harmful to her/their health and the health of the child, especially in jobs that require heavy lifting or where there is harmful radiation or exposure to extreme temperatures and vibrations.

Employer is obliged to provide an employee referred to in paragraph 1 of this Article an other appropriate job and, if no such jobs are available that refer an employee to paid leave.

Employee during pregnancy and an employee who is breastfeeding a child cannot work overtime or night, if such work was detrimental to her/their health and the health of the child, based on the findings of the competent health authority.

Employee during pregnancy is entitled to paid leave from work during the day to perform medical examinations related to pregnancy, determined by the selected physician in accordance with the law, and is obliged to notify the Employer.

Article 52.

Employee has the right to absence from work due to pregnancy and childbirth (maternity leave), and absence from work for childcare, for a total of 365 days.

Employee has the right to begin maternity leave on the basis of a recommendation of a competent medical authority at the earliest 45 days, and mandatory 28 days before the time fixed for the delivery.

Maternity leave lasts until the age of three months from the date of delivery.

Employee after the expiry of maternity leave, is entitled to a leave of absence from work for child care until the expiration of 365 days from the date of commencement of maternity leave referred to in paragraph 2 of this Article.

The father/adoptive parent/guardian may exercise the right referred to in paragraph 3 of this Article in case when a mother abandons the child, dies or for other justified reasons prevented from using this right (prison sentence, serious illness, etc.). The right may be exercise regardless of the employment status of a mother.

The father/adoptive parent/guardian of a child may exercise the right referred to in paragraph 4 of this Article.

During maternity leave and absence from work for childcare, an employee is entitled to remuneration in a way regulated by this Ordinance.

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Article 53.

Employee has the right to maternity leave and the right to be absent from work for childcare for the third and each subsequent newborn child of a total duration of two years.

The right to maternity leave and absence from work for child care for a total of 2 years has an employee who in the first birth has born three or more children, as well as the employee who gave birth to one, two or three children, and in the next birth born two or more children.

Employee from paragraph 1 and 2 of this Article, on the expiry of maternity leave is entitled to be absent from work for child care until the expiration of two years from the date of commencement of maternity leave referred to in paragraph 2 of this Article, and a father/adoptive parent/guardian of the child in accordance with the Law.

Article 54.

The right to use maternity leave provided for in Article 52, paragraph 3 of this Ordinance, has an employee even if the child is stillborn or dies before the expiry of maternity leave.

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Article 55.

One of the parents/guardians of the child in need of special care due to severe degree of mental and physical disability, except for cases prescribed by the regulations on health insurance, shall be entitled to after the end of maternity leave and absence from work for child care, an absence from work or to work part-time until a child reaches 5 years of age.

The right under paragraph 1 of this Article shall be determined by the competent authority for assessing the degree of mental and physical disability of a child, in accordance with the Law.

During the absence from work, in terms of paragraph 1 of this Article, an employee shall be entitled to remuneration in accordance with the Law.

During the period of part-time work, in terms of paragraph 1 of this Article, an employee is entitled to salary in accordance with the Law and the employment contract, and for the second part of the part-time of working hours for compensation in accordance with the regulations on social care of children.

Article 56.

Foster parent/guardian to a child under five years of age has a right to child care leave from work for eight consecutive months from the date of placement of the child in a foster or adoptive family, but no later than when a child reaches five years of age.

During the absence from work for childcare foster parent/guardian is entitled to compensation in accordance with the Law.

Article 57.

In the event an employee is a person with disabilities or with health problems in terms of Article 47, paragraph 2 of this Ordinance, the Employer is obliged to provide working conditions in line with the work ability, in accordance with the Law.

The Employer may terminate the employment contract of an employee who refuses to accept a job in terms of paragraph 1 of this Article.

If the Employer cannot provide an employee with a suitable job in terms of paragraph 1 of this Article, an employee is considered a surplus within the meaning of Article 97, item 1 of this Ordinance.

Article 58.

Employed is obliged to, not later than three days after the temporary incapacity for work has occurred in line with the regulations on health insurance, delivered to the Employer a doctor’s notice containing the expected duration of inability to work.

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In the case of a serious illness, the notice referred to in paragraph 1 of this Article, instead of an employee, a member of immediate family may submit it to the Employer.

If employee lives alone, the notice referred to in paragraph 1 of this Article shall be submit within three days from the date of termination of the reasons for which inability to work has occurred.

If the Employer doubts the reasons for absence from work in terms of paragraph 1 of this Article, it may request from the competent medical authority to determine the medical fitness of employee, in accordance with the Law.

IX Salaries, salary compensations and other earnings

Article 59.

Employee has the right to appropriate salary, which is determined in accordance with the Law, this Ordinance, the Manual and the employment contract.

Employee is guaranteed equal pay for equal work or work of equal value performed with the Employer.

Work of equal value means work for which is required the same level of qualifications or education, knowledge and skills, for which equal contributions and equal responsibility has been made.

The Employer's decision or agreement with an employee that is not in accordance with paragraph 2 of this article is null and void.

In case of violation of paragraph 2 of this Article, an employee shall be entitled to compensation.

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Article 60.

Earnings in terms of Article 59, paragraph 1 of this Ordinance, consists of earnings for work performed and time spent at work, earnings from contributions from an employee to the Employer's business success (awards, bonuses, etc.) and other income from employment according to this Ordinance, the Manual and employment contract.

Earnings in terms of paragraph 1 of this Article shall be the salary inclusive of taxes and contributions paid from earnings.

Earnings in terms of paragraph 1 of this Article shall include all income from employment, except for income referred to in Article 14, Article 42, paragraph 3 items 4-5, Article 118, items from 1 to 4, Article 119, Article 120, item 1 and Article 158 of the Labor Act.

Earnings are paid once a month and no later than the end of the current month for the previous month.

Earnings are paid only in monetary currency, unless otherwise specified.

Article 61.

Earnings for work performed and time spent at work consists of basic salary, part of the salary for work performance and increased earnings.

Article 62.

The basic salary is determined on the basis of the conditions laid down in the Ordinance on the organization and systematization of jobs, the Manual, or employment contract, required to work in jobs for which the employee concluded an employment contract and the time spent at work, for full-time and standard performance.

Basic earnings of an employee, by the opinion of the Employer, may be increased (stimulation) or reduced (de-stimulation), depending on the achieved performance, up to 30%.

Article 63.

Work performance of an employee, as a basis for stimulating and a disincentive, and its amount, is determined by the executive directors, based on an annual assessment of employees' performance.

Article 64.

Employee is entitled to the increased of earnings as follows:

1. For working on the state and religious holidays that is not a working day - 110% of the base;

2. Overtime - 26% of the base;

3. On the basis of time spent at work for each full year of work achieved in the workplace with the Employer (past performance) - 0.4% of the base.

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Given the nature of the work with the Employer, night work and work in shifts will not be especially valued and for it the earnings will not be particularly increased, because the work is taken into account in determining the basic salary.

For the calculation of past service, the time spent in employment with the employer predecessor is taken into account, in accordance with Article 147 of the Labor Law (status change or change of employer), as well as with parties related with the Employer in accordance with the Law.

If conditions set forth in paragraph 1 of this Article have created multiple grounds for increase at the same time, the percentage of the increase of the salaries can not be lower than the total of the percentages for each of the grounds for the increases.

The basis for the calculation of the increase of the salary is the earnings determined in accordance with the Law, this Ordinance, the Manual and the employment contract.

Article 65.

If the employer determines that the employee has achieved exceptional results and thereby greatly contributed to business success of the Employer, the Employer may pay a reward or bonus to an employee for his contribution to Employer's business success.

In the case referred to in the preceding paragraph, the Employer shall issue a special decision determining the amount and terms of payment of the awards or bonuses to employees.

Article 66.

Employee is entitled to a minimum wage for the standard performance and time spent at work.

The Employer may make a decision on the introduction of the minimum wage if the business performances of its difficulties make it impossible to pay salaries in the amount determined by this Ordinance, the Manual and the employment contract.

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The Employer is obliged to pay a minimum wage to an employee in an amount that is determined on the basis of a decision on the minimum price of labor, which is valid for the month in which the payment is made.

Employee who receives the minimum wage, is entitled to increased salary provided for by Law, to reimbursement of expenses and other income that is considered income in accordance with the Law.

The basis for the calculation of increased earnings from the previous paragraph is a minimum wage.

Article 67.

Employee is entitled to compensation in the amount of the average salary in the previous 12 months, for the time:

1. Absence from work on holidays that is not a working day,

2. Vocation,

3. Paid leave,

4. Military exercises and

5. Responding to the call of the national authorities.

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Article 68.

Employee has the right to remuneration for the period of absence from work due to temporary inability to work up to 30 days as follows:

1. In the amount of 65% of average earnings in the last 12 months prior to the month in which temporary inability to work has occurred, but it cannot be lower than the minimum wage in accordance with the Law, if the inability to work has been caused by illness or injury outside of work;

2. Amounting to 100% of the average earnings in the previous 12 months before the month in which temporary inability to work has occurred, but it can not be lower than

the minimum wage determined in accordance with the Law, if the inability to work has been caused by an injury at work or is a profession related disease.

Article 69.

Employee is entitled to compensation in the amount of 60% of the average wage in the previous 12 months, but it can not be less than the minimum wage determined in accordance with the law, for downtime or reduction in scope of work, which occurred through no fault of an employee, no longer than 45 working days per calendar year.

Exceptionally, in case of interruption of work or reduction in scope of work that requires a long absence, the Employer may, with the prior approval of the Minister, reffer an employee to an absence longer than 45 working days, with wage compensation as referred to in paragraph 1 of this Article.

Article 70.

Employee is entitled to compensation in the amount of the minimum wage during the interruption of work that is ordered by the competent state authority.

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Article 71.

Depending on the financial possibilities of the Employer, an employee is entitled to reimbursement of expenses, unless compensation is provided otherwise, as follows:

1. For traveling to and from work, the amount of the price of transport tickets in public transport, if the employer did not provide their own transportation;

2. For travel expenses incurred in connection with business travel (domestic and foreign), the amount of actual costs;

3. For accommodation during business travel (domestic and foreign), in the amount of actual costs;

4. Accommodation and food for work and stay on the fieldwork, if the Employer does not provide accommodation and meals free of charge, in the amount of actual costs;

5. For meals at work for days spent working, in the gross amount of RSD 3,501.55 per month;

6. The allowance for annual holidays in the gross amount of RSD 1,751.48 per month.

The method of calculation and payment of costs is further described in the Manual.

Article 72.

Employee has the right to other income in cases as:

1. Severance pay upon retirement in the amount of two average salaries;

2. Reimbursement of costs of funeral services in the event of death of an immediate family member of the employee, and to immediate family members in case of death of the employee, in the amount of real costs of funeral services, according to the submitted invoice for funeral services, and

3. Damages for injury at work or occupational disease.

Under the average salary of paragraph 1, item 1 of this article is considered to be the average salary in Serbia according to the latest published data of the authority in charge of statistics.

Members of the immediate family, as defined in paragraph 1, item 2 of this Article shall be considered as husband/wife, partner in terms of a civil partnership, or equivalent in the event that the law does not regulate partnership/marriage of people with different sexual orientation and gender identity, and children.

The Employer can provide to an employee's children aged up to 15 years old a gift for Christmas and New Year in value up to non-taxable amount provided by the Law governing personal income tax.

Article 73.

The Employer is obliged to provide an employee with salary slip for each payment, no later than the end of the current month for the previous month.

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The Employer is obliged to provide an employee with salary slip for the month for which the payment has not been executed with the reasons for why it has occurred.

The salary slip referred to in paragraph 1 of this Article may be submitted to the employee in electronic form.

Article 74.

The Employer may execute the financial claim towards an employee only on the basis of a final court decision, in cases determined by law or with the consent of employees.

Based on the court decision and in cases stipulated by law the Employer may claim the amount up to one third of an employees' earnings or compensation, unless otherwise specified.

X Business secrecy and the prohibition of a competition

Article 75.

Employee is obliged to keep confidential all information about the Employer, its customers and other important facts to which it had access in the performance of its business activities or learned in any way, which are by nature confidential or made as by the Employer's decision.

A business secret is information for which disclosure to a third party could cause damage to the Employer, as well as data that has or may have economic value because it is not generally known, nor is it easily accessible by third parties and that using it or disclosing it may create financial benefit to third parties, and that are protected by suitable measures by the Employer in order to protect its confidentiality.

A business secret is the fact that is by the Law, other regulation or decision of the Employer designated as confidential.

The obligation to keep business secrets exists for an employee even after the termination of employment, up until the Employer expressly waives that obligation for the employee.

If the employee violates the obligation under this article, he/she/they is responsible for damage caused to the Employer.

If the employee violates the duty of keeping business secrets, the Employer may terminate employment contract for violation of obligations and claim compensation for the entire damage.

Article 76.

The employment contract may stipulate the jobs an employee is unable to work in their own name and for its own account and on behalf of and for the account of another natural or legal person, without the consent of the Employer.

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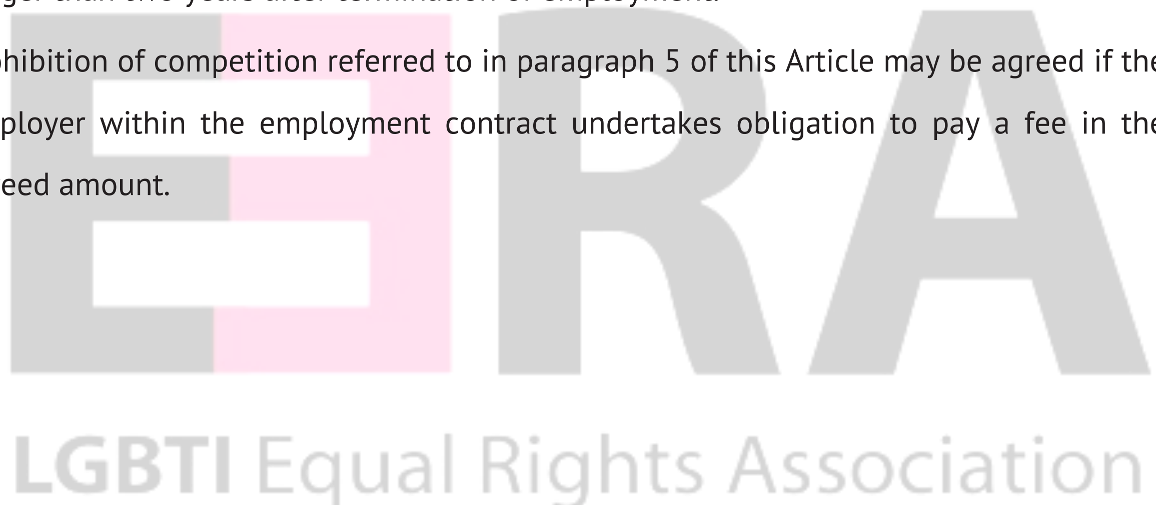
Prohibition of competition can be established only if there are conditions that employee working for the Employer acquires new knowledge is particularly important, a wide range of business partners or to come to the knowledge of important business information and secrets.

The employment contract determines the territorial validity of the prohibition of competition, depending on the type of work to which the prohibition applies.

If the employee violates the prohibition of competition, the Employer has the right to claim damages from the employee.

In the employment contract, the Employer and employee can agree on conditions of the competition ban after termination of employment, within the period that cannot be longer than two years after termination of employment.

Prohibition of competition referred to in paragraph 5 of this Article may be agreed if the Employer within the employment contract undertakes obligation to pay a fee in the agreed amount.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XI Damage compensation

Article 77.

Employee is responsible for damage at work or in relation to work, done intentionally or by gross negligence to the Employer, in accordance with the Law, this Ordinance and the Manual.

In case the damage is caused by several employees, each employee is responsible for the damage he/she/they has caused.

In case the role of the employee referred to in paragraph 2 of this Article in causing the damage cannot be determined, it is considered that all the employees are equally responsible and compensate the damage in equal parts.

If more employees caused the damage in terms of criminal act with premeditation, all shall be jointly liable.

Determining the damage, its amount, the circumstances under which it occurred, who caused the damage and how to be compensated, is done by the employer, in accordance with this Ordinance and the Manual.

If the compensation is not achieved in accordance with the provisions of the preceding paragraph, the employer shall submit a claim for damages with the competent court.

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Article 78.

The procedure for determining responsibility for damage by an employee, is initiated by a decision of the Employer on the basis of the request received on the harm caused or on the basis of personal knowledge that the damage was caused.

Article 79.

The decision to initiate the procedure for establishing the responsibility of an employee for damage shall be made in writing and shall contain in particular: the name and surname of the employee, the job he/she/they is assigned to, , time, place and manner

of committing harmful acts and evidence indicating that the employee committed harmful action.

Article 80.

The procedure for determining the damages is lead by the Employer or the Commission of three members appointed by it, and on the responsibilities of an employee in causing the damage is decided by the Employer.

Amount of damage is determined based on the price list or accounting records of valuables.

If the amount of damage cannot be determined in the correct amount, or on the basis of the price list or accounting records or the establishment of its amount would cause disproportionate costs, the amount of damages is determined by the Employer in a lump sum or in expert opinion by a competent expert.

Article 81.

When all the facts and circumstances affecting the liability of an employee are established, the Employer shall issue a decision that obliges the employee to compensate for the damage and simultaneously determines how and in which timeframe it will be done, or he/she/they are exempt from liability.

Employer may commit a person to damage compensation in cash or, if possible, repair or repairing damaged items to the state it was before the damage occurred.

Employed person is obliged to reply in writing whether he/she/they agrees or does not agree to compensate the damage.

If the employee does not agree to compensate the damage or if it is not done within a month following the statement in which he/she/they agrees to compensate the damage, the damage is decided by the competent court.

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Article 82.

Employee who has caused at work or in relation to work, intentionally or by gross negligence, a damage to a third party, which was paid by the Employer, is obliged to reimburse the Employer with the amount already paid.

Article 83.

In case an employee sustains an injury or damage at work or in relation to work, the Employer is obliged to provide him/her/them with damages claim, in accordance with the Law.

XII Suspension of employed persons from work

Article 84.

Employee may be temporarily suspended from work:

1. If against him/her/them has been initiated criminal prosecution in accordance with the Law for a criminal offense committed at work or in connection with work;

2. If non-compliance with labor discipline or violation of duty endangers the property in the amount of one or more of the average monthly salary paid by the Employer in the month preceding the breach;

3. If the nature of duties violations or non-compliance with labor discipline or the behavior of persons employed is such that it cannot continue to work with the Employer prior to the deadline in which the Employer is obliged to provide him/her/them with a written warning for becoming a reason for termination of employment (eight working days).

Article 85.

Employee who has been remanded in custody, shall be suspended from work on the first day of detention, and in duration of it.

Article 86.

Removal of employee from the work referred to in Article 84 of this Ordinance may not exceed three months, and after this period, the Employer is obliged to return the employee to work or terminate the employment, or impose on other measures in accordance with this Ordinance and the Manual, if there are justified reasons.

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Article 87.

During the temporary removal of an employee from the work, the employee is entitled to compensation of earnings amounting to one quarter, and if he/she/they support a family, amounting to one third of the basic salary.

Compensation of earnings to an employee on temporary suspension from work ordered by the authority, is paid through claim from the authority that ordered custody.

Article 88.

Employee during the temporary suspension from work is entitled to the difference between the amount of compensation received in terms of Article 87 of this Ordinance and the full amount of the basic salary as follows:

1. If the criminal proceedings against him/her/them is being suspended by a final court decision, or if by a final court decision he/she/them is freed of all charges or the charges against him/her/them are rejected, but not due to lack of jurisdiction;

2. If it cannot establish the responsibility of employee for violation of duties or non-compliance with work discipline in terms of Articles 94 - 95 of this Ordinance.

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XIII Termination of Employment

Article 89.

The employment is terminated due to:

1. Expiry of the period for which it is designed,

2. The employee turning 65 years of age and at least 15 years of service, if the Employer and the employee did not agree otherwise,

3. The agreement between the Employer and the employee,

4. The termination of the employment by the Employer,

5. At the request of a parent or guardian of an employee under 18 years of age,

6. In other cases determined by the Law.

Article 90.

The employment is terminated regardless of the will of an employee or the Employer:

1. If it is legally established that an employee is in loss of working capacity - the date of submission of the final court decision on determining the loss of working ability,

2. If according to the law, the final decision of the court or other authority, it is forbidden for the employee to perform certain tasks, and it is not possible to be reassign to other tasks - the date of submission of the final decision,

3. If due to serving a prison sentence an employee must be absent from work for longer than six months - on the day of commencement of application of this measure,

4. If an employee is under a security measure, corrective or protective measures, for a period longer than six months - on the day of commencement of application of this measure,

5. In the event of termination of the Employer.

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Article 91.

The employment can be terminated on the basis of a written agreement between the Employer and employee.

Before signing the agreement, the Employer is obliged to inform in written the employee of the consequences that occur in exercising their rights in case of unemployment.

Article 92.

Employee has the right to terminate the employment contract with the Employer.

Termination of employment shall be submitted to the Employer in writing by the employee at least 30 days prior to the date marked as termination of the employment (notice period).

Article 93.

The Employer may terminate an employment contract, in accordance with the law, if there is a valid reason that relates to ability of employee to perform or in relation to his/her/their behavior as follows:

1. If the employee does not perform or does not have the necessary knowledge and skills to perform assigned tasks;

2. If the employee has been convicted for a criminal offense at work or in connection with work;

3. If the employee does not return to work with the Employer within 15 days of the expiry of the suspension period of employment or unpaid leave.

The Manual and the employment contract for certain jobs may further define when the employee does not perform, or when there is no necessary knowledge and skills to perform tasks that run.

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Article 94.

The Employer may terminate the employment contract of the employee who in his/her/their fault does one of the following violation of duty:

1. Negligent, careless, untimely and passive performance of work duties and tasks;

2. Abuse authority or power;

3. Inappropriate and irresponsible use of labor resources;

4. Non-use or improper use of funding or equipment for personal protection at work;

5. Violation of regulations on protection from fire, explosion, natural disasters and harmful effects of toxic and other hazardous substances, as well as the violation, failure and disregard to measures to protect employees, work resources and the environment;

6. Failure to appear for training and assessment of fire protection and safety at work requested by the Employer;

7. Disclosure of business, official or other secret stipulated by law or general acts of the Employer;

8. Disruption of one or more employees in the work process by which it exceptionally complicates the execution of work duties;

9. Rejection of an employee to perform assigned tasks or refusal or no-execution of decisions and orders issued by the director and immediate manager, without justified cause;

10. Forgery of money and other documents;

11 Unauthorized use of working materials that are entrusted to an employee in order to perform tasks;

12. The theft, the deliberate destruction, damage or unauthorized use of the Employer's assets, as well as causing damage to a third party for which the Employer is obliged to pay the damage claim;

13 Failure to follow instruction manuals;

14. Failure to notify the responsible persons of the defects on the means of work that could endanger safety at work;

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15. Failure to notify of defects and malfunction of the devices and means immediately upon learning;

16. Failure to notify on hazards related to safety and health at work that have led or could lead to injuries or illness of employees;

17. Smoking or approaching with open flames in places where there is a ban;

18. Damaging to the means of work;

19. Concealing defects on the means of work,

20. Refusal of compulsory medical examination,

21. Giving inaccurate, that is, false data, to the Employer, or concealment of the facts;

22 Causing damage to the Employer;

23. Failure to submit documents and data at the request of the authorized body;

24. Hiding or failure to disclose the no-execution of duties or its violations immediately upon learning;

25. Disclosure or dissemination of false facts in order to diminish the reputation of other employees or the Employer;

26. Any action or failure to act, with intention to prevent the proper functioning of the work process and the Employer's business;

27. Preventing employees to perform his/her/their obligations;

28. Failure to respond to the call of the Employer on any ground;

29. Refusal of business cooperation with other employees because of personal animosity or other unjustified reasons;

30. Failure to perform, irregular, untimely or negligent performance of work, due to which the life or safety of people and material goods of higher value are endangered;

31. Employee’s use of vehicles for private purposes without written authorization;

32. Failure to report changes of address and residence, as well as giving false information in connection with the exercise of labor rights;

33. Refusal to take part in saving the property, the prevention or reduction of the damage that has occurred or could occur for the Employer;

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34. Entering the premises with cold or firearms or other dangerous devices;

35. Login injury outside of work as occupational injuries, in order to acquire certain rights arising from employment;

36. Causing the Employer's responsibility for economic offense or misdemeanor;

37. Forcibly preventing employees to participate in an organized strike;

38. Preventing or hampering the work process during the strike;

39. Organizing or participating in a strike in contravention of legal provisions on strike;

40. Failure to perform work and other obligations under the regulations on strike;

41. Unauthorized display of official letter and other documents on the bulletin board of the Employer;

42. Unauthorized use of seals;

43. Unauthorized issuing of work orders;

44. Refusal of professional training to which the employee is referred to;

45. Failure to comply with the rules of conduct for employees;

46. Obtaining material benefits, receiving or giving gifts and other benefits in connection with work;

47. Prevention of an authorized person at the Employer and outside, in carrying out control checks;

48. Incorrect or improper execution of the inventory;

49. Lack of maintenance of hygiene of facilities, means of work, clothing and personal hygiene;

50. Conducting private business during work and in work areas;

51. Violation of the clause prohibiting competition;

52 Requesting additional cash payments from customers and business partners for services rendered;

53. Non-compliance and failure to implement decisions taken by the Employer;

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54. Incorrect recording and displaying working hours and performance in order to get for himself/herself/themselves or for another employee higher earnings, as well as inaccurate recording and presentation of the services performed;

55. Removal of business documents and equipment from the employer's business premises without the prior consent of the Employer;

56. Use of official or private telephone or other means of communication for conducting private business (phone calls, messages, internet, social networks, etc.) during operation, except in emergencies.

The Manual and the employment contract may provide other violations of duties for which the Employer may terminate the employment contract.

Article 95.

The Employer may terminate the employment contract with an employee who does not respect work discipline as follows:

1. Unreasonably refusal to perform duties and execute orders of the Employer in accordance with the employment contract;

2. If an employee does not submit a certificate of temporary incapacity to work in terms of Article 58. this Ordinance;

3. Misuse of the right to leave for temporary inability to work;

4. Due to the arrival to work under the influence of alcohol or other drugs, and the use of alcohol or other drugs during the working time, which has, or can have an impact on the performance;

5. If an employee provides false information that are decisive for employment;

6. If an employee who works at jobs with higher risk, for which it is a specific requirement for the operation of identification of a specific health condition, refuses to be subjected to the medical fitness;

7. If an employee does not respect work discipline prescribed by an act of the Employer, or if his/her/their behavior is such that it cannot continue to work with the Employer.

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It is believed that the employee does not respect work discipline prescribed by this Ordinance, or that his/her/their behavior is such that it can not work for the Employer, especially in the following cases:

1. Unexcused absence from work for 3 consecutive working days or 5 non-consecutive working days during a period of 3 months,

2. Use of the daily rest period during a time that is not determined by the Employer, or arriving late after using the daily rest or prolonging it contrary to the time defined by the Employer;

3. Unauthorized abandonment of the workplace during working hours, without the approval of the Employer;

4. Rejection of the test for the presence of alcohol or drugs in the blood;

5. Initiate disorder or participate in a fight in the premises of the Employer or on a business trip;

6. Causing nervousness and intolerance for other employees, using negative, derogatory, insulting or defamatory words or expressions in a negative manner of the Employer and creating a bad reputation for Employer, owners, employees and other business partners;

7. Incorrect, profane, or unfriendly behavior towards third parties or employees;

8. Sleeping in the workplace;

9. Playing hazardous and other games during working hours;

10. Indecent appearance and conduct (improper seating, shouting, swearing, cursing).

The Manual and the employment contract may provide other forms of disrespect of labor discipline for which the Employer may terminate the employment contract.

Article 96.

Employment contract can be terminated if there is a legitimate reason pertaining to the needs of the Employer, as follows:

1. If due to technological, economic or organizational changes a particular job becomes redundant or there is a reduction of the workload;

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2. If an employee refuse to conclude annexes to employment contracts within the terms of Article 18 and 20 of this Ordinance.

Article 97.

The Employer may provide to an employee for the violation of duties or non-compliance with labor discipline within the terms of Article 94 - 95 of this Ordinance, if it considers that there are mitigating circumstances, or violation of duty or non-compliance with labor discipline is not of such a nature that the employment should be terminated, instead of termination of employment, one of the following measures:

1. Suspension from work without compensation, for a period of 1 to 15 working days;

2. A fine of up to 20% of the basic salary of the employee for the month in which the fine is imposed and for up to three months, which is executed through suspension payments of earnings, based on the decision of the Employer on the assigned measure;

3. Warning with the announcement of the employment termination, stating that the Employer will terminate the employment without repeated warnings from Article 98 of this Ordinance, if within the next six months, the employee commits the same violation of duties or non-compliance with labor discipline.

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Article 98.

The Employer shall, prior to termination of employment contract in the case of Articles 94 - 95 of this Ordinance, warn an employee in writing of the existence of grounds for termination of employment, and provide a term of eight days from receipt of warning to comment on the allegations in the notice.

In the warning referred to in paragraph 1 of this Article, the Employer is obliged to state the grounds for dismissal, facts and evidence to suggest that the conditions for termination are met and the deadline for replying to the warning.

Article 99.

The Employer for the employee referred to in Article 93, item 1 of this Ordinance may terminate the employment or impose one of the measures referred to in Article 97 of this Ordinance, if the written notice was given previously in regard the deficiencies in his/her/their work, instructions for enhancing the work performance and appropriate notice for it, and the employee does not improve the work performance within the deadline.

Article 100.

If the employment contract is terminated in terms of Article 93, item 1 of this Ordinance, the Employer cannot to hire another person for the same job within three months from the date of termination of employment, except in the case of Article 57, paragraph 3. this Ordinance.

If before the deadline referred to in paragraph 1 of this Article, a need arises for the same work, the advantage to the employment contract is given to the employee whose contract was terminated.

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Article 101.

A justifiable reason for termination of employment contract in terms of Articles 93 - 96 of this Ordinance shall not be considered the following:

1. Temporary inability to work due to illness, accident, including occupational diseases:

2. The use of maternity leave, leave from work for childcare and leave for a care of child with special needs;

3. Serving of military service;

4. Membership in political organizations, trade unions, gender, gender expression, sexual characteristics, language, ethnicity, foreign nationality, social background, religion, political or other opinion or any other personal property of the employee;

5. Acting as a representative of the employees in accordance with the law;

6. Contacting the union of employees or bodies responsible for the protection of labor rights in accordance with the Law, this Ordinance and the employment contract.

Article 102.

The termination of employment under Article 93, item 1 and Art. 94 - 95 of this Ordinance, the Employer may execute within six months from the date of learning of the facts that are the basis for dismissal, or within one year from the date of occurrence of the fact that are the grounds for dismissal.

Termination of employment under Article 93, item 2 of this Ordinance, the Employer may execute at the latest by the expiration of the statute of limitations for the offense established by law.

Article 103.

The employment contract is terminated by a decision in writing and must include an explanation and legal remedy.

The decision must be submitted in person to an employee in the premises of the Employer or at the address of residence or stay of the employee.

If the Employer is not able to deliver the decision in person to the employee at the premises, or at the address of residence or stay of the employee, it is obliged to make a written note.

In the case referred to in paragraph 3 of this article, the decision shall be published on the notice board of the Employer and after the expiration of eight days from the publication it is considered delivered.

Employment shall be terminated on the day of delivery of the decision, unless the Law or the decision has left another term.

Employee shall on the day following the receipt of the decision notify the employer in writing if he/she/they wants to resolve the dispute before an arbitrator, in accordance with the Law.

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Article 104.

The Employer is obliged, in the event of termination of employment, to pay to the employee all unpaid wages and other benefits that the employee is entitle to up to the date of termination of employment in accordance with this Ordinance and the employment contract and at the latest within 30 days of the date of termination of employment.

Article 105.

Employee whose employment contract was canceled because the unsatisfactory performance of work or lack of required knowledge and skills in terms of Article 93, item 1 of this Ordinance shall have the right and duty to remain at work (hereinafter: the notice period) depending on the total time of service, namely:

1. 8 days if the employee has reached 10 years of service;
2. 15 days if the employee has reached between 10 to 20 years of service;
3. 20 days if the employee has reached over 20 years of service.

Employee may, in agreement with the competent authority referred to in Article 109, paragraph 1 of this Ordinance, to stop work before the expiry of the notice period, provided that salary compensation for that period is made in the amount of average earnings in the last 12 months preceding the month in which the notice period has started.

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Article 106.

Employee whose employment is terminated shall be entitled to request a certificate from the employer which contains the date of establishment and termination of employment and the type or description of the work in which he/she/they worked.

At the request of the employee, the Employer may give assessment of his/her/their behavior and performance in the certificate referred to in paragraph 1 of this Article or in a separate certificate.

XIV Redundancy of employees

Article 107.

The Employer is obliged to adopt a programme of redundancy of employees, in cases envisaged by the Law.

On the issue of the content of the program, the process of adoption and implementation of the provisions of the Labour Law are directly applicable.

Article 108.

In the event of termination of employment within the meaning of Article 96, item 1 of this Ordinance, the Employer is obliged to pay severance to the employee.

The severance package referred to in paragraph 1 of this Article shall be the sum of employee’s thirds of earnings for each full year of employment with the Employer.

In order to determine the amount of severance pay the time spent in employment with the Employer's predecessor is calculated in, in the case of status changes and changes of the Employer within the meaning of Article 147 of the Labour Law, as well as related parties with the Employer in accordance with the Law.

Changing the ownership of capital is not considered a change of employer in terms of exercising the right to severance in accordance with this Article.

Employee cannot exercise the right to severance pay for the same period for which he/she/they has already been paid severance by the same or another employer.

Earning pursuant to paragraph 2 of this Article shall be the average monthly salary paid to an employee for the last three months preceding the month in which the severance is being paid.

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XV Exercise and protection of the rights of employees

Article 109.

On the rights, obligations and responsibilities arising from employment contract decide the executive directors, or a person authorized by them.

The authorization referred to in paragraph 1 of this Article shall be given in writing.

Employee shall receive in writing any decision on the exercise of rights, obligations and responsibilities, with the reasoning and legal remedy, except in the case of Article 19 of this Ordinance.

XVI Working outside of the employment

Article 110.

The Employer, for the jobs that in their nature are such that for their performance it is not necessary to conclude employment, may with a particular person conclude other agreements foreseen by the provisions of Art. 197 - 202 of the Labour Law, under conditions and in cases prescribed by the Law.

XVII Transitional and Final Provisions

Article 111.

This Ordinance shall enter into force eight days after its publication on the notice board of the Employer.