

**INTERNATIONAL UNIVERSITY OF SARAJEVO**  
**Internacionalni univerzitet u Sarajevu**

**Number: IUS-UO 08-7/25**

# **BOOK OF RULES ON LABOR RELATIONS OF THE INTERNATIONAL UNIVERSITY OF SARAJEVO**

**April 2025**

Pursuant to the Article 118 of the Labor Law („Official Gazette of FB&H“, No. 26/16, 89/18, 44/22 and 39/24), the Article 59 paragraph (2) item b) of the Law on Higher Education („Official Gazette of Sarajevo Canton“, No. 36/22), the Article 37 paragraph (4) item b) of the Statute of International University of Sarajevo, No. IUS-SENAT 11-3326/24 of October 22, 2024, the Board of Trustees of the International University of Sarajevo, on its meeting held on April 26, 2025, has adopted the

## **BOOK OF RULES ON LABOR RELATIONS OF THE INTERNATIONAL UNIVERSITY OF SARAJEVO**

### **I GENERAL PROVISIONS**

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

- (1) Book of Rules on Labor Relations of the International University of Sarajevo (hereinafter referred to as: the Rules) regulates the rights, obligations and responsibilities arising from employment: salaries, work organization, systematization of jobs, specific conditions for the employment and other matters relevant to the University and the employee, in accordance with the Labor Law of Federation of Bosnia and Herzegovina (hereinafter referred to as: the Law) and collective agreement.
- (2) The provisions of these Rules apply to all employees with a permanent or fixed-term employment contract, working full-time or part-time at the University.
- (3) If a right arising from employment is differently regulated by these Rules, Statute, other general acts of the University, Law, collective agreement or employment contract, then the right most favorable for the employee is applicable, unless expressly prohibited by law.

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

- (1) For the purpose of the Book of Rules on Labor Relations and employment contracts, the used terms have the following meanings:
  - a) University is the International University of Sarajevo, headquartered in Sarajevo, at Hrasnička cesta 15 (hereinafter referred to as: The University) that provides the employee with a job under employment contract,
  - b) Employee is person employed based on employment contract,
  - c) Academic staff are employees appointed to one of the academic ranks in accordance with the Law on Higher Education of the Sarajevo Canton,
  - d) Non-academic staff are all other employees which are not considered academic staff in terms of these Rules,
  - e) Full-time working hours are 40 hours per week, unless otherwise specified by Law, collective agreement, employment contract or these Rules,
  - f) Part-time working hours are working hours which are shorter than full-time working hours,
  - g) One year is a calendar year,
  - h) Rector is person who is authorized to represent University in internal and external affairs, who makes decides in regards to hiring of new employees and concluding employment contracts, and who is deciding on rights, obligations and responsibilities of employees in accordance with the law and development plans determined by the Board of Trustees.
- (2) All expressions in these Rules and its annexes given in one grammatical gender refer to both men and women without discrimination.

**Article 3**  
**(Conclusion of employment contracts for a foreign national)**

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

**II CONCLUSION OF EMPLOYMENT CONTRACTS**

**Article 4**  
**(Procedure for conclusion of employment contracts for non-academic staff)**

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

**Article 5**  
**(Procedure for conclusion of employment contracts for academic staff)**

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

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

- (1) Employment contract is concluded with either definite or indefinite time period.
- (2) An employment contract for an indefinite period shall remain in effect until the parties agree on its termination or until the employment relationship is terminated in another manner determined by law.
- (3) An employment contract for a fixed period shall terminate upon the expiration of the period for which it was concluded.
- (4) Employment contract which does not contain any indication of its duration is considered to be with indefinite time period.
- (5) Contract with definite time period cannot be concluded for a period longer than three years.
- (6) If an employee explicitly or tacitly renews employment contract with definite time period with the University, i.e. explicitly or tacitly concludes consecutive employment contracts with the University with definite time periods, whose duration is longer than three years without interruption, the contract shall be considered a contract with indefinite time period.

- (7) Provision of the preceding paragraph shall not be applied to employees from the academic staff, who concludes employment contracts in accordance with the provisions of the Law on Higher Education of the Sarajevo Canton.
- (8) University cannot conclude employment contract or contract for temporary services with a foreign national before the issuance of the temporary residence in accordance with the law.
- (9) Employment contract with a foreign national cannot be concluded for a period longer than the period of validity of his/her work permit.

#### **Article 7 (Probationary period)**

- (1) When concluding an employment contract for any position at the University, a probationary period may be contracted with the employee for the period of six-month or shorter, as per the decision of the Rector.
- (2) During the probationary period, the employee is entitled to all the rights arising from the employment relation in accordance with the employment contract.
- (3) Probationary work is monitored by the immediate supervisor, who is obliged to submit a written report to the Rector with an opinion on the success of the probationary period 15 days before its expiration.
- (4) The immediate manager forms the opinion based on relevant parameters such as knowledge and skills of the employee, quality of work, cooperation and relationship with colleagues, reliability in work and accountability in approach, and other criteria in accordance with the specifics of the workplace.
- (5) Based on the submitted report, the Rector decides on the continuation or termination of the Employee's employment relationship.
- (6) If the Rector assesses that the employee does not perform the tasks for which he is in charge with quality, he issues a decision terminating his employment at the end of the probationary period established by the employment contract.
- (7) By the Rector's decision, the probationary period can be terminated prior to the agreed deadline. In that case, the notice period is seven days.

#### **Article 8 (Apprenticeship)**

- (1) For the purpose of professional training for independent work, the University may conclude an employment contract with an apprentice.
- (2) An apprentice is considered a person who has completed secondary or higher school, or faculty degree, who is establishing an employment relationship in that profession for the first time, and who, according to the law, is required to pass a professional exam or who needs previous work experience to work in the profession, in accordance with the Job Classification.
- (3) The employment contract with the apprentice is concluded for a certain period, and the maximum is one year, unless otherwise specified by law.
- (4) During the apprenticeship, the supervisor or another person designated by the Rector, has the role of mentor to the apprentice, and at the request of the Rector, reports on the success of the apprentice's work.
- (5) During the apprenticeship, the apprentice is entitled to a minimum of 70% of the salary determined for the jobs for which he is being trained.
- (6) The university and the apprentice can also agree on a higher salary amount from paragraph (4) of this Article.
- (7) After completing the period of apprenticeship, the apprentice takes an exam, if it is prescribed by law, Sarajevo Canton regulation or another general act.

**Article 9**  
**(Contents of the employment contract)**

- (1) An employment contract is concluded in written form and contains, in particular, information on:
  - a) name and place of the University,
  - b) full name, permanent or temporary residence of an employee,
  - c) duration of contract,
  - d) day of commencement of work,
  - e) place of work,
  - f) position to which the employee is employed for and a brief job description,
  - g) length and schedule of working hours,
  - h) salary, bonuses, additions and payment frequency,
  - i) duration of the annual leave,
  - j) notice period when terminating contract,
  - k) duration of the trial period,
  - l) specific conditions that apply to an employee,
  - m) general responsibilities related to work,
  - n) other information regarding working conditions determined by collective agreement or other general acts.
- (2) In addition to the elements mentioned in the previous paragraph, employment contract for the academic staff also contains information on:
  - a) academic title,
  - b) date of the most recent academic appointment,
  - c) course or scientific/artistic area of appointment, and
  - d) responsibilities related to teaching, educational, scientific research and other tasks and duties in accordance with the Job Classification with Short Description of duties at the International University of Sarajevo (hereinafter: the Systematization of jobs).

**Article 10**  
**(Effects of employment contract)**

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

**Article 11**  
**(Basic rights and obligations from the employment relationship)**

- (1) Every employee is obliged to perform the duties and tasks of his workplace personally, professionally and conscientiously, in accordance with the universal rules of the profession and the orders of the Employer, to improve in his profession, to protect the interests of the University within his workplace and to adhere to the established work rules obligations, the rules on

discipline and occupational safety in the work process, in accordance with the law, this Rulebook, Internal Occupational Safety Act, employment contract and other general acts.

- (2) The University is obliged to pay the employee for the work performed and the time spent at work, ensure working conditions with safety and protection of life and health of the employee at the workplace, and other rights at work and in connection with work, in accordance with the law, this Rulebook, employment contract and other general acts.

### **III ORGANISATION OF WORK AT THE UNIVERSITY**

#### **Article 12 (Internal organizational structure)**

- (1) University is centralized organizational entity whose internal organizational structure is stipulated in the Statute and other University regulations.
- (2) The internal organization of the University represents a unity of organization, coordination, management and professional performance of all parts of the University in exercising the registered activities and tasks as defined by the Statute of the University.
- (3) Internal organizational structure of the University is defined by the Statute, the Rulebook on Internal Organization of the University.

#### **Article 13 (Management and responsibility)**

- (1) Rector, on behalf of the University, organizes work, performs management duties and reports to the Board of Trustees.
- (2) Rector, Vice-Rectors and the Secretary General constitute Rector's Board which helps Rector in carrying out his/her duties, which is more precisely regulated in Systematization of jobs.
- (3) Rector of the University for his/her work related to academic issues reports to the Senate, and for the work related to management issues reports to Board of Trustees.
- (4) Vice Rector reports to the Rector and the University Senate; Secretary General reports to the Rector; deans and managers / directors of centers report to the Rector and Board of Trustees, and heads of administrative units within the Secretariat report to the Secretary General.
- (5) Rector performs his management duties directly or indirectly through authorized persons referred in this article, in accordance with the Systematization of jobs.

#### **Article 14 (Systematization of jobs)**

All tasks and work duties within the scope of the University's activities are carried out through a systematized organization and the work of organizational and sub-organizational units in accordance with the *Job Classification with a short description of duties at the International University of Sarajevo*, which is an integral part of these Rules (Annex I).

#### **Article 15 (Assignment of employees)**

- (1) All employees are assigned to one of the job positions either as:
  - a) Academic staff (a teacher or teaching assistant in accordance with the Decision on academic appointment) and/or
  - b) Non-academic staff (in accordance with the Systematization of jobs)

- (2) In case of emergencies (covering for an absent employee, a sudden increase in workload, preventing occurrence of major damage, breakage of equipment, natural disasters, etc.) University can unilaterally assign employee to a different position for no more than 60 days within one calendar year.
- (3) In case of situation referred in paragraph (2) of this article, employee's salary and other compensations are calculated as if the employee works in a position for which he/she has signed employment contract.
- (4) Request for protection of rights submitted against the decision referred in paragraph (2) of this article does not delay its enforcement.

#### **Article 16**

##### **(Work outside the employer's premises)**

- (1) In accordance with the nature of the work they perform, employees may perform certain tasks outside the premises of the University (at home or in another area), based on the decision of the Rector of the University.
- (2) In the case referred to in Paragraph (1) of this Article, in addition to the basic elements prescribed by law, the employment contract also regulates the issue of the duration of working hours, types of work and the way of organizing work, conditions of work and supervision, the amount of wages for work performed and payment deadlines, use of own means of work and reimbursement of expenses for their use as well as other expenses related to the performance of such work and other relevant issues.

#### **Article 17**

##### **(Performing additional duties)**

- (1) In addition to the tasks specified in the contract, the employee may be entrusted with additional duties because of:
  - a) Increase in the scope of work;
  - b) Replacement of an absent employee;
  - c) Jobs created by the implementation of new regulations or technologies;
  - d) Vacant position until the employment of a new employee;
  - e) Work in commissions or centers to perform certain work
- (2) The Rector decides on the additional duties of the employee, considering the acquired educational qualifications, work experience and scope of duties at the specific workplace.

### **IV VOCATIONAL EDUCATION, TRAINING AND PROFESSIONAL DEVELOPMENT**

#### **Article 18**

##### **(Rights and obligations related to education, training and professional development)**

- (1) Employee is required, in accordance with his abilities and professional needs, to pursue his education, training and professional development.
- (2) University can provide vocational education and professional development to teacher and teaching assistant for course or scientific area which they are appointed, or they are preparing to be appointed, in accordance to the requirements stipulated in curriculum and syllabus.
- (3) University can provide vocational education and professional development for non-academic staff as well.
- (4) Employee must submit application letter and obtain Dean's or Rector's formal approval prior to planned vocational education or professional development for a period of time he is planning to be absent from work.

- (5) Conditions, method, time and extent of educational training and professional development are determined in each case individually by a specific decision of a competent University authority or by Rector's decision.
- (6) Education, training and professional development can be provided by the University or by other authorized legal entities.
- (7) When changing or introducing new methods and organization of work, University is required to provide employees with education, training and professional development.

## **V WORKING HOURS**

### **Article 19 (Full-time hours)**

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

### **Article 20 (Part-time hours)**

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

### **Article 21 (Overtime)**

- (1) In case of force majeure (fire, earthquake, flood) or a sudden increase in workload, as well as in other cases of emergency, employee is, at a request of the University, required to work longer than their full-time working hours (overtime work), for up to eight hours per week.
- (2) Decision on working hours longer than full time working hours is issued by Rector.
- (3) Decision on monthly salary net payment for overtime work is made by Rector per recommendation by Secretary General.
- (4) If employee works overtime for a period longer than three consecutive weeks or longer than ten weeks within a calendar year, Rector shall notify the relevant Labor Inspection.

### **Article 22 (Redistribution of working hours)**

- (1) Rector can issue decision on redistribution of working hours.



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

### **Article 23 (Night work)**

- (1) Night work is defined as the work carried out between 22 p.m. and 6 a.m. the following day.
- (2) If the work is organized in shifts, the change of shifts must be applied so that an employee does the night shift consecutively for a maximum of one week.
- (3) When night or shift work are organized, the University shall take measures to ensure that the work is suited to the worker and that health and safety conditions are provided according to the nature of night or shift work.
- (4) University shall ensure health and safety protection for night and shift workers in accordance with the nature of the work they carry out as well as protection and prevention measures suitable and applicable to all the other workers and available at all times.
- (5) Night work is prohibited for pregnant women, mothers and adoptive parents as well as the persons who have been awarded custody of a child by the relevant authorities as long as the child is under the age of two.
- (6) Night work is prohibited for underage employees.

### **Article 24 (Working time records)**

- (1) The University keeps records of the working hours of employees and other persons engaged in work.
- (2) The working time records contain the data required by the Regulation on the content and manner of keeping records of employees.
- (3) The Rector may, with a special decision, prescribe other types and methods of monitoring attendance at work and keeping records of working hours, in accordance with the needs of the work process.

## **VI ANNUAL AND OTHER LEAVES**

### **Article 25 (Rest break during the working day, daily and weekly rest periods)**

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

### **Article 26 (Daily break)**

- (1) Employee who works more than 6 hours a day is entitled to a break during workday lasting at least 30 minutes, which cannot be used at the beginning or at the end of workday.

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

## Article 27 (Annual leave)

- (1) University employee shall be entitled to a basic paid annual leave for each calendar year in duration of 22 working days if he/she is a member of the academic staff or employed at the English Language School and 20 working days if he/she is a member of the non-academic staff.
- (2) The number of annual leave days is increased by adding additional days to the basic annual leave on the basis of completed years of employment at the University (IUS) in accordance with the following formula:
  - a) 5 years of employment at the University - additional two days of annual leave;
  - b) 10 years of employment at the University - additional two days of annual leave;
  - c) 15 years of employment at the University - additional one day of annual leave.
- (3) The maximum number of annual leave days for academic staff members (including ELS) is 27 and the maximum number of annual leave days for non-academic staff members is 25.
- (4) In addition to the increase referred to in paragraph (2) of this Article, employees - participants in the defense and liberation war in B&H have the right to an increase in annual leave in accordance with the Law on the Rights of Demobilized Defenders and Members of Their Families of the FB&H, upon request and upon presentation of relevant evidence by the employee.
- (5) The number of days of annual leave for a particular year shall be calculated on 1<sup>st</sup> of January of that year, taking into account completed full years from commencement of employment at the University until that day.
- (6) Employees who, under the earlier rules, are entitled to a higher number of annual leave days than the number that they would have obtained by applying this Article, shall retain the acquired right on the principle of applying a more favorable rule.
- (7) Employee who is employed for the first time or who has been unemployed for more than 15 days is entitled to annual leave after being employed for 6 consecutive months.
- (8) If employee was not entitled to take annual leave as it is stated in paragraph (2) of this article, he/she is entitled to have one day of annual leave for each month of the work.
- (9) In determining the length of annual leave it will be taken into account that the working hours are within a five-day work week.
- (10) Use of annual leave is approved in accordance to the Annual Leave Plan, taking into consideration that the workflow is not jeopardized and that employee's preferences are respected as much as possible.
- (11) The Rector determines the procedure for adopting the Annual Leave Plan.

**Article 28**  
**(Annual leave use)**

- (1) Annual leave can be used in two parts.
- (2) If employee uses his/her annual leave in parts, employee must be allowed to use at least 12 days of annual leave during one calendar year, and the rest of the annual leave must be used by June, 30<sup>th</sup> of the following year, the latest.
- (3) Employee who does not use a part of his/her annual leave as it is stated in paragraph (2), is not entitled to use that annual leave in the following year.
- (4) Employees are entitled to use one day of their annual leave whenever they want to, but they are obliged to inform University about it at least three days beforehand.
- (5) University will inform employee of his/her annual leave in written form minimum seven days before the start of that annual leave.
- (6) While they are using their annual leave, employees are entitled to receive salary in the same amount as if they are at work.
- (7) In case employment contract is terminated and employee did not use part or entire annual leave due to University's fault, University will pay compensation to employee for the part or entire annual leave which employee could not use. Amount of compensation will be equal to the amount of money the employee would have received had he used the whole annual leave or the remaining part of it.
- (8) Due to summer semester, the use of annual leave (for both academic and non-academic staff) is determined in a way that continuous teaching process and support are carried out.

**Article 29**  
**(Protection of annual leave rights)**

- (1) Employees cannot relinquish their annual leave rights.
- (2) Employees cannot be deprived of their annual leave rights, nor can they be paid instead of using annual leave, except in the case described in paragraph (7), article 28 of this Book of Rules.

**Article 30**  
**(Paid leave)**

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

**Article 31**  
**(Religious holidays leave)**

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

**Article 32**  
**(Unpaid leave)**

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

**Article 33**  
**(Obligation to obtain written approval for a leave)**

- (1) Prior to taking any leave from work (annual leave, paid or unpaid leave, professional education, etc.), except for sick leave, employee must obtain written approval from his supervisor and Rector.
- (2) The Rector can, by a special document, regulate in more detail the procedures on the types and manner of using leaves of academic and administrative staff at the University.
- (3) Requests for leave of absence are generally submitted no later than seven days before the start of the leave, unless another University act stipulates a different deadline.
- (4) Requests for leave of absence may also be submitted electronically, if technical capabilities permit.

**Article 34**  
**(Women's care and maternity leave)**

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

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

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

**Article 35**  
**(Woman's right on breastfeeding leave)**

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

**Article 36**  
**(Legal right on maternity leave in the event of child loss)**

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

**Article 37**  
**(Salary compensation during maternity leave and part-time work leave)**

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

**VII SALARIES AND SALARY COMPANSATIONS**

**Article 38**  
**(Right to salaries)**

- (1) University will pay salary to employee which consists of:
  - a) base salary,
  - b) salary for the performance, if achieved according to the University regulations, and
  - c) increased salary.

**Article 39**  
**(Wage determination)**

- (1) Base salary of the employee is determined for a normal work performance, by multiplying the basis and the coefficient based on the previous experience, complexity of duties, responsibilities and conditions of the relevant work position. The coefficient range is set for each work position by the University Salary Scale (Appendix II of this Rulebook).

- (2) The base salary is defined for full-time engagement, for a usual work performance and may not be lower than the minimum cost of work for the lowest level of complexity determined by laws and regulations.
- (3) Employee's gross base salary is determined in employment contract.
- (4) Part of the salary paid for work performance is defined by the percentage added to the base salary. This amount is determined by the Rector, in accordance with the general acts of the University.
- (5) The increased salary is defined by increasing the salary for difficult work conditions, overtime, night work, and work on the day of the weekly rest, work during holidays or some other days, determined by the law as a non-working day.
- (6) The percentages of salary increase are defined as follows:
  - a) Difficult work conditions - 10 % addition on the base salary,
  - b) Overtime - 10 % addition on the base salary,
  - c) Night work - 10 % addition on the base salary,
  - d) Weekly rest day work - 10 % addition on the base salary,
  - e) Work during holidays (non-working days) - 25 % addition on the base salary.

#### **Article 40** **(Salary payments)**

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

#### **Article 41** **(Temporary incapacity to work)**

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

- (7) During the employment relationship, the employee is obliged to inform the University without delay about any illness or other circumstance that prevents or significantly hinders the fulfillment of obligations under the employment contract or that endangers the life and health of people with whom the Employee comes into contact in the performance of his work duties.

#### **Article 42**

##### **(Food allowance)**

- (1) Employees are entitled to compensation for food during work (food allowance) for the days of presence at work, in the amount of 12.00 KM per working day.
- (2) The right from paragraph (1) of this Article also belongs to an employee who is employed outside the University for up to eight hours during the day (field work) and has not earned the right to a subsistence allowance.
- (3) The right to compensation from paragraph (1) of this Article is not realized in case of absence from work for any justified or unjustified reason (business trip, paid leave, leave due to illness, etc.).
- (4) To employees employed on a part-time basis, the University pays a food allowance in proportion to their working time, i.e. the time spent at work.

#### **Article 43**

##### **(Daily business trip allowances and travel expenses)**

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

#### **Article 44**

##### **(Transportation costs)**

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

**Article 45**  
**(Use of private vehicle for business purposes)**

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

**Article 46**  
**(Other material expenditures)**

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

**VIII TERMINATION OF THE LABOR CONTRACT**

**Article 47**  
**(Termination of the employment contract)**

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

**Article 48**  
**(Agreement on termination of employment contract)**

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

**Article 49**  
**(Unilateral termination of employment contract)**

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



**Article 50**  
**(Termination of employment contract without advanced notice)**

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

**Article 51**  
**(Severance pay)**

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

**Article 52**  
**(Termination notice period)**

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

**Article 53**  
**(Termination of employment contract with simultaneous offer for new contract)**

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

## **IX EMPLOYEE'S RESPONSIBILITY**

### **Article 54 (Violation of employee's duties)**

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

### **Article 55 (Minor violation of employee duties)**

Minor violation of employee duties are:

- a) Unjustified absenteeism (coming late to work, leaving work before the end of workday, unjustified absence from work when presence at work is compulsory);
- b) negligent performance of work duties;
- c) irrational or uneconomical use of material means of work or failure to report any malfunctions;
- d) Failure to report flaws in connection to work safety, or other circumstances which can cause damage to University;
- e) Rude and unprofessional attitude towards other employees or students, or refusal to cooperate with other employees due to personal animosity or other unjustified reasons,
- f) concealing material damage caused by another employee, student or third party;
- g) Irregular storage of files, data or other entrusted documentation;
- h) Refusal to work overtime during extraordinary situation (*force majeure*, increased workload, replacement for suddenly absent employees),
- i) Other violations and actions which by their nature are not so severe that they can be qualified as major violations of work duties.

### **Article 56 (Major violations of employee duties)**

Major violations of employee duties, besides violations prescribed by law are:

- a) Failure to perform, negligent, unjustified or careless performance of work duties, as well as continuous delay in performing work tasks;
- b) Committing a criminal offense at work or in relation to work;
- c) Theft, intentional destruction, damage, careless use or illegal disposal of University assets;
- d) Inappropriate and unprofessional behaviors towards employees, students and other individuals (insults, harassment, etc.);
- e) Abuse of official position or overstepping received authority;
- f) Unauthorized representation on behalf of the University;
- g) Inciting scuffle and participation in the same at the University campus;
- h) Showing up at work under the influence of alcohol or narcotics, or consumption of the same at the University campus;
- i) Unauthorized use of the University property for private purposes;
- j) Failure to complete official task assigned by superior or final court decision;
- k) Unauthorized absence from work for a continuous period of three days or seven working days during a period of one year or misuse of sick leave;
- l) Failing to do teaching activities without just cause for one month more than 25 percent of scheduled teaching activities;
- m) Self-initiated and unapproved shortening or merging of lectures or tutorials, contrary to the course syllabus and the teaching schedule;

- n) Violation of regulations on safety, occupational safety, protection against fire, explosions, natural disasters and the harmful effects of toxic and other hazardous substances and/or failure to take measures to protect employees, work equipment and the environment;
- o) Submitting false statements and behaving fraudulently at the time when employment is established or during the employment period;
- p) Concealment of, or failure to report violation of employment duty or damage, or to report a person who committed violation;
- q) Work at other university or entity without approval of the University;
- r) Disclosure of business, official or other confidential information established by law or University regulation;
- s) Unauthorized disclosure of individual salary information to other employees or third parties;
- t) Incitement of hate based on religious, racial, linguistic, national or other affiliations;
- u) Carrying weapons at the University without lawful authorization;
- v) Organizing and conducting political activities at the University;
- w) Unauthorized amendment of official records or individual act;
- x) Abuse of official position by deleting, adding, striking through, or omitting data in University records;
- y) Falsification of official acts of the University or misuse of the University's seal and stamps;;
- z) Destruction, damage, concealment or unauthorized removal of the University official records, or documents;
- aa) Refusal to accept or to provide documents to the official who supervises University work;
- bb) Refusal to perform duties of the position employee is assigned to work at, as defined by the Job Classification at the University;
- cc) Refusal to attend training for new qualification or for gaining additional skills required for another suitable work position, when it is prescribed by law or University regulations;
- dd) Failure to inform University of the temporary inability to work (right to sick leave), within three days from the occurrence of such circumstances;
- ee) Repeated lateness when coming to work or repeatedly leaving work before the end of working hours during several days, or unjustified absence from work at the time when presence at work is required;
- ff) unjustified non-participation in the work of the body (council, committee) to which the employee was appointed;
- gg) violation of the Code of Ethics that damages the reputation of the University or organizational unit;
- hh) appearing in public and media appearances (television and radio programs, social networks and other forms of public speaking), about the activities of the University, without prior approval of the University;
- ii) failure to take a medical checkup in accordance with the University Statute;
- jj) Other violations and actions stipulated as a serious violation of employee obligations, which are prescribed by law or by the University regulations.

## **Article 57**

### **(Method for determining violations of employee duties)**

- (1) Method for determining violations of employee duties includes right of the employee to the defense either by: a) initiating disciplinary procedure, or b) granting the right for the defense without initiating and conducting formal disciplinary proceedings.
- (2) Rector has discretion to decide in each case whether to carry out disciplinary process or to give right to defense to an employee without initiating disciplinary proceedings.

- (3) A method of determining violations of employee duties is generally urgent and must be completed in no later than 60 days from the day violation become known, or no later than one year from the date of the violation.

**Article 58**  
**(Written warning)**

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

**Article 59**  
**(Measures in case of violation of employment duty)**

- (1) When violation of employment duty is established and after hearing employee's response to allegation, Rector may issue decision containing one or more of the following measures:
- a) Written warning containing description of the violation and statement of intention to terminate employment contract in the event that the same violation is repeated,
  - b) Reduction of salary for a period of one to six months, provided that monthly reduction cannot exceed 30 percent of the net salary paid in the month when reduction is imposed, minding that such measure may be imposed solely as an alternative to the termination of the employment contract, as more favorable to the employee.
  - c) Termination of employment.
- (2) When imposing a disciplinary measure, the following are considered: the severity of the violation and its consequences, the degree of responsibility of the employee, the circumstances under which the violation was committed, the previous work and behavior of the employee, and other relevant circumstances.
- (3) Decisions on imposed disciplinary measures are permanently stored in the employee's file.

**Article 60**  
**(Reporting violation of employment duty)**

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

**Article 61**  
**(Completion of procedures for determining violation of employment duties)**

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

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

**Article 62**  
**(Right of employee to the appeal)**

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

**Article 63**  
**(Delivery of written material)**

- (1) Delivery of summons, notices, decisions, etc. in connection with exercising rights and obligations arising from employment, is usually made by direct delivery to the employee during work or mailing it to the employee's last registered address by registered mail with the returned confirmation of the delivery.
- (2) If the delivery by mail cannot be made in accordance with the preceding paragraph, the delivery of the document is made by sending it to the employees' official e-mail address and/or by displaying it on the University's notice board. Delivery of the document is deemed to be made at the end of the eighth day from the date it was sent to the official email address of the employee and/or posted on the notice board.

**X OFFICIAL RECORDS AND PERSONAL DATA**

**Article 64**  
**(Protection of business and personal data)**

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

**Article 65**  
**(Data Collection)**

- (1) University collects and processes data of workers, which it needs for a proper keeping of records in Labor relations and other records necessary for the purposes of running and performing higher education activities.
- (2) For the purposes of paragraph 1 these data are to be collected particularly:
  - a) name and surname of employee;
  - b) photo;
  - c) father's and mother's name;
  - d) maiden name;

- e) unique personal identification number (JMBG) or unique identification number for foreigners (JIB);
- f) gender;
- g) day, month, and year of birth;
- h) place of birth;
- i) address of employee's permanent or temporary residence of (place, municipality);
- j) phone number and email address;
- k) place of work;
- l) occupation;
- m) level of education;
- n) professional education;
- o) qualifications to perform certain tasks, jobs (duties) at the workplace;
- p) data on academic appointment and equivalence;
- q) Published scientific work/forms of art expression, recognition, and other information relevant to academic appointment;
- r) contact information in the workplace where the employee works;
- s) salary, compensations, and rewards;
- t) leave and annual leave;
- u) education, vocational training and training for work of the employee during the employment term;
- v) disability and work capacity;
- w) work time in hours;
- x) previous work history;
- y) whether employment contract is for definite or indefinite period;
- z) whether the employer is a disabled war veteran;
- aa) engagement with another employer;
- bb) employment date;
- cc) date of termination of employment;
- dd) reason for termination of employment;
- ee) probationary period;
- ff) work experience;
- gg) performance assessment;
- hh) disciplinary measures;
- ii) data on conducted medical checkup;
- jj) period of work abroad;
- kk) work and residence permit;
- ll) apprentice status;
- mm) whether there is a criminal proceeding against the employee, or a final verdict has been pronounced (for foreigners);
- nn) other information about employees and their family members, whose record-keeping is prescribed by law, the Register of the personal data kept at the University, or by a special regulation for the purpose of exercising employment rights or rights related to employment.

- (3) University must obtain employee's written consent for the processing of his/her personal information in cases when it is required by law.

## **Article 66**

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

- (1) Employees personal data are collected, processed, used and sent to third parties for the exercise of rights and obligations arising from employment or in connection with work relations.

- (2) Data on employees relating to the appointment to the academic titles do not represent official secret and can be disclosed in accordance with the decision of the University.
- (3) University may process, use and supply data on workers to the authorities and committees conducting evaluation/accreditation of the University as a higher institution and its academic programs to the extent necessary to carry out correct evaluation / accreditation of the University.

**Article 67**  
**(Record keeping)**

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

**XI PROHIBITION OF COMPETITION AND INVENTIONS**

**Article 68**  
**(Legal prohibition of competition)**

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

**Article 69**  
**(Proceedings in the case of an invention, industrial design  
and technical improvement at work or in connection with work)**

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

**XII INDEMNITY**

**Article 70**  
**(Indemnity)**

- (1) Employee who causes damage at work or in relation to work deliberately or due to gross negligence is obliged to pay damages to University.

- (2) If the damage is caused by several workers, each worker is responsible for their part in the damage caused.
- (3) If the extent of individual responsibility for the damage caused cannot be determined for each worker, all workers shall be treated equally responsible and pay damages in equal parts.
- (4) If several workers cause damage through deliberate action with criminal intent, the workers shall be jointly liable.
- (5) If the damage caused is much greater than the established lump sum compensation, the University may require compensation in the amount of the actual damage caused.
- (6) Employee, who deliberately or due to gross negligence causes damage to a third party at work or in relation to work and the damage is compensated for by the University, is obliged to reimburse the amount of compensation paid to the third party.
- (7) Employee shall pay damages to the University for the damage caused in accordance with the rules on liability for damages.

#### **Article 71** **(Determining the Amount of Damages)**

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

#### **Article 72** **(Application of General Rules of Law on Obligations)**

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

### **XIII EMPLOYEE PROTECTION**

#### **Article 73** **(Duties of University and Employee)**

- (1) It is the responsibility of the employees to introduce themselves with the regulations pertaining to labor relations, whereas University enables employee to familiarize themselves with all the rights and responsibilities arising from the employment.
- (2) Process of familiarizing employees on rights and responsibilities arising from employment is done through Human Resources office website, notice boards or e-mails sent to employees' official e-mail addresses assigned by University.
- (3) It is presumed that the delivery of any official written correspondence is realized properly if it was sent from an official e-mail address of University to the official e-mail address of an employee.
- (4) This Rulebook establishes particular duty for every employee to receive and reply to written correspondence sent via the internal information system of University to the official e-mail of the employee in a reasonable period of time, except in cases of absence due to temporary inability to work.
- (5) Official e-mail addresses of the employees are verified by a separate internal act of the University.



**Article 74**  
**(Protection of Women and Motherhood)**

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

**XIV PLANNING OF WORKFORCE NEEDS**

**Article 75**  
**(Number of employees)**

- (1) Should it be necessary for the work process, and upon the Rector's or the Faculty Council's proposal, Board of Trustees of the University may change the number of employees required for the following workplaces: teachers, assistants, associates, laboratory technicians, external associates and other University staff.
- (2) During the selection procedure, candidate holding a higher level of qualifications than the one stipulated in the Job classification shall not be given preference. If a candidate with a higher degree of professional qualifications in a written statement agrees to be allocated to a position with a lower education level, with a lower salary coefficient, he may, under other equal conditions, be elected to the vacant post.

**Article 76**  
**(Planning academic staff needs)**

- 1) Academic staff at the University is elected in accordance with provisions of the Law on Higher Education, the Statute, and this Rulebook.
- 2) The number of needed professors and assistants for every academic year is determined by the Plan of realization of teaching process and the Dynamic plan of needs for academic staff, that are adopted in accordance with the Statute.
- 3) In the event that in the way referred to in the preceding paragraph determine a higher number of professors or assistants per program in relation to the optimal number determined by the Standards and norms, the Rector shall consider the possibility of engaging the employee in other study programs.

- 4) In case of the impossibility of engaging the member of the academic staff within the related study programs (courses), the Rector will by a Decision propose to the Board of Trustees the adoption of the new organization and job classification along with the number of professors and associates for course or the study program with special decision.
- 5) Pursuant to the Rector's and Faculty Council's proposal of the decision, Board of Trustees adopts the decision on determining organizational – technical redundancy of the employee, as well as the minimum of the rights by which the needs for redundancy employees are determined.
- 6) If the decision from the previous Paragraph implies a bigger number of employees, Board of Trustees will previously determine special criteria and ranking list for the organizational – technical redundancy of the employees.
- 7) On the basis of the decision of the Board of Trustees from the Paragraph 5 and 6 of this Article, Rector adopts the Decision on termination of the employment contract due to the organizational – technical redundancy of the employees.

## **XV SPECIAL PROVISIONS**

### **Article 77 (Employee Council and Union organization)**

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

### **Article 78 Casual and temporary jobs**

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

- a) With the aim of giving specific lectures, trainings, seminars and other activities, organizational unit can, per proposed from the course holder, engage a distinguished scientist, artist, or expert in practice, in realization of a part of the lectures/classes of that course. This engagement is defined by the number of weeks within a semester and is preceded by a decision of faculty or the Senate on a need for such engagement.
- b) Positions of student assistants as defined by the Statute of the university,
- c) Positions of student support for providing a temporary administrative support to academic and non-academic personnel.
- d) Auxiliary positions needed for organizing meetings, conferences, final exams, ceremonies, etc.
- e) Auxiliary physical seasonal jobs
- f) Other jobs for which an employment contract (definite or indefinite, full or part-time) is not needed, and which last no more than 60 working days.

## **XVI TRANSITIONAL AND FINAL PROVISIONS**

### **Article 79 (Enforcing the law)**

Any provision of this Book of Rules which is in contradiction to provision of a current or subsequently enacted law or any other legal regulation, does not affect the validity of this Book of

Rules in total, but instead, the opposing provision of the adequate law provision or legal regulation will be applied.

**Article 80**  
**(Amendments to the Rulebook)**

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

**Article 81**  
**(Interpretation of the Rulebook)**

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

**Article 82**  
**(Right of Access to the Book of Rules)**

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

**Article 83**  
**(Entering into Force)**

- (1) This Book of Rules shall enter into force on the eighth day following its publication on the IUS noticeboard.
- (2) By the day this Book of Rules comes into force, the Rulebook on Labor Relations No. IUS-UO-08-16-1/19 of December 25, 2019, No. IUS-UO 08-27/23 of December 23, 2023, No. IUS-UO 08-1/24 January 19, 2024, No. IUS-UO 08-3/25 of March 11, 2025 and No. IUS-UO 08-5/25 of April 15, 2025, will no longer be effective.

**Date: April 26, 2025**  
**Number: IUS-UO 08-7/25**

**PRESIDENT OF THE BOARD OF TRUSTEES**

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**Prof. Dr. Sevgi KURTULMUŞ**

Delivered to:  
1x Notice board  
1x a/a