



Na osnovu člana 3 stav 3 Zakona o radu („Sl. glasnik RS“, br. 24/05 ... 95/2018 – dalje: „Zakon“), privredno društvo **EVI Solutions DOO**, matični broj: **21975567**, PIB: **114128395**, sa sedištem na adresi ul. **Gospodara Vučića br. 149, 11000 Beograd, Srbija**, koga zastupa direktor **Vladimir Krstić** (dalje: „Poslodavac“), donosi **28.12.2023**:

PRAVILNIK O RADU

1. Osnovne odredbe
 - 1.1. Ovim Pravilnikom, u skladu sa Zakonom, uređuju se prava, obaveze i odgovornosti svih zaposlenih¹ kod Poslodavca i obaveze Poslodavca u obezbeđivanju i ostvarivanju prava zaposlenih iz radnog odnosa.
 - 1.2. O pravima, obavezama i odgovornostima zaposlenog odlučuje direktor kod Poslodavca (dalje: „Direktor“).
 - 1.3. U skladu sa članom 192 stav 1 Zakona, Direktor može da ovlasti drugo lice radi odlučivanja o pojedinim pravima, obavezama i odgovornostima iz radnog odnosa (dalje: „Ovlašćeno lice“). Ovlašćenje se daje u pisanom obliku.

On the basis of Clause 3 Paragraph 3 of the Labor Law (Official Gazette of RS, no. 24/05 ... 95/2018 – the “Law”), the employer **EVI Solutions DOO**, registration no. **21975567**, tax ID no. **114128395**, with address at **Gospodara Vučića 149, 11000 Belgrade, Serbia**, duly represented by **Vladimir Krstić**, (hereinafter “Employer”) passes on **28.12.2023** the following

EMPLOYMENT RULEBOOK

1. General provisions
 - 1.1. This Employment Rulebook defines, in accordance with the Law, the rights, obligations and responsibilities of all employees¹ of the Employer and Employer’s obligations in providing and realization of Employee’s employment related rights.
 - 1.2. The rights, obligations and responsibilities of the employee are decided by the director of the Employer (hereinafter “Director”).
 - 1.3. In accordance with Article 192 paragraph 1 of the Law, the Director may authorize another person to decide on certain rights, obligations, and responsibilities from the employment relationship (hereinafter: “Authorized person”). Authorization i.e. power of attorney is given in writing.

¹ Označava zaposlene ženskog i muškog pol / Male and female employees.

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| <p>2. Prava i obaveze Zaposlenih i Poslodavca</p> <p>2.1. Zaposleni ima pravo na poštovanje dostojanstva ličnosti, zaštitu od neposredne i posredne diskriminacije i zlostavljanja na radu, kao i pravo na druge oblike zaštite u skladu sa Zakonom i ovim Pravilnikom, pravo na odgovarajuću zaradu, bezbednost i zdravlje na radu, pravo na sindikalno organizovanje i druga kolektivna prava u skladu sa Zakonom.</p> <p>2.2. Zaposleni je dužan da savesno obavlja poslove na kojima radi, da poštuje organizaciju rada i poslovanja Poslodavca, da se obrazuje, stručno osposobljava i usavršava za rad, kada zahteva potreba procesa rada (u skladu sa programom poslodavca), kao i druge obaveze u skladu sa zakonom i ovim Pravilnikom.</p> <p>2.3. Zaposleni je dužan da poslove na koje je raspoređen izvršava uredno, savesno, blagovremeno, kvalitetno i da poštuje radnu disciplinu, i to:</p> <p>2.3.1. da čuva imovinu Poslodavca i da sa njom postupa sa pažnjom dobrog domaćina;</p> <p>2.3.2. da posao na koji je raspoređen obavlja na mestu i u vreme koje ugovoreno Ugovorom o radu ili odlukom Poslodavca;</p> | <p>2. Rights and Duties of Employer and Employees</p> <p>2.1. The Employee is entitled to respect of personal dignity, protection from direct and indirect discrimination and harassment at work, as well as right to other forms of protection in accordance with the Law and this Rulebook, right to respective earnings, occupational safety and health, right to union organization and other collective rights in accordance with the Law</p> <p>2.2. The Employee is obliged to perform the tasks on which it is working conscientiously, to obey the work organization and Employer's business, to pursue vocational training and upgrading for work, if the work process so requires (in accordance with the Employer's program), as well as other obligations in accordance with the Law and this Rulebook</p> <p>2.3. The Employee is obliged to perform the allocated duties properly, conscientiously, timely and at high quality level and to observe the discipline stipulated by this Rulebook as follows:</p> <p>2.3.1. to protect the Employer's property and care for it with due diligence;</p> <p>2.3.2. to perform the allocated duty at the place and time contracted under the Employment Contract or according to Employer's decision;</p> |
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| 2.3.3. | da poslove izvršava u skladu sa pravilima struke; | 2.3.3. | to perform work in accordance with rules of the profession; |
| 2.3.4. | da čuva poverljive informacije; | 2.3.4. | to keep a business secret; |
| 2.3.5. | da racionalno koristi radno vreme i sredstva za rad; | 2.3.5. | to utilize the work time and work assets rationally; |
| 2.3.6. | da izvršava odluke i naloge Direktora, Ovlašćenog lica i neposrednog nadređenog rukovodioca; | 2.3.6. | to execute decisions and orders issued by the Director, Authorized Person and direct superior; |
| 2.3.7. | da održava kolegijalne odnose sa drugim zaposlenima; | 2.3.7. | to foster correct relations with the other Employees; |
| 2.3.8. | da se pridržava mera zaštite na radu i protivpožarnih mera. | 2.3.8. | to observe occupational safety and fire-prevention measures. |
| 2.4. | Poslodavac je dužan da obezbedi zaposlenom bezbedne uslove rada, zaradu i druga primanja, kao i druga prava u skladu sa zakonom, drugim propisima i ovim Pravilnikom. | 2.4. | The Employer is obliged to provide safe work conditions, salary and other earnings to the Employee, as well as other rights in accordance with the Law, other regulations and this Rulebook. |
| 2.5. | Kada to zahteva potreba procesa rada i uvođenje novog načina i organizacije rada, Poslodavac će Zaposlenom omogućiti obrazovanje, stručno osposobljavanje i usavršavanje. Troškovi obrazovanja, stručnog osposobljavanja i usavršavanja obezbeđuju se iz sredstava Poslodavca i drugih izvora, u skladu sa zakonom i posebnom odlukom koju će doneti Poslodavac. | 2.5. | When required by the need of the work process and the introduction of a new way and organization of work, the Employer will provide the Employee with education, vocational training, and advanced training. The costs of education, vocational training and advanced training are provided from the funds of the Employer and other sources, in accordance with the law and a special decision to be made by the Employer. |
| 2.6. | Na prava, obaveze i odgovornosti Zaposlenih koji nisu uređeni ovim Pravilnikom primenjuju se | 2.6. | The respective provisions of the Law and other effective regulations govern the rights, obligations and |

odgovarajuće odredbe Zakona i drugih važećih propisa.

responsibilities of the Employees not stipulated hereunder.

2.7. Poslodavac može da donese posebne opšte akte kojima se bliže uređuju pojedini uslovi iz radnog odnosa, u kom slučaju će te akte blagovremeno da dostavi Zaposlenima, odnosno da objavi.

2.7. The Employer may enact separate rules which more in detail regulate particular terms from the employment relationship, in which case such rules will be timely delivered to the Employees, namely announced in accordance with the law.

3. Zasnivanje radnog odnosa

3. Establishment of Employment

3.1. Radni odnos sa Poslodavcem može da zasnuje lice koje, pored zakonom predviđenih uslova, ispunjava i druge uslove za rad na određenim poslovima utvrđene opštim aktom poslodavca (dalje: „Pravilnik o sistematizaciji“).

3.1. A person that, in addition to the conditions and other requirements foreseen by the Law and other conditions for work on certain jobs stipulated by Employer's bylaw (hereinafter: Rulebook on Jobs Systematization) can establish employment with the Employer.

3.2. Pravilnikom o sistematizaciji uređuje se:

3.2. The Rulebook on Systematization regulates:

3.2.1. organizacija rada kod Poslodavca, organizacioni delovi i njihov delokrug;

3.2.1. organization of work at the Employer, organizational parts and their scope;

3.2.2. sistematizacija poslova, vrsta poslova, vrsta i stepen stručne sprema i drugi posebni uslovi za rad na tim poslovima; i

3.2.2. systematization of jobs, types of jobs, type and degree of professional education and other special conditions for working in those jobs; and

3.2.3. druga pitanja od značaja za organizaciju i rad Poslodavca.

3.2.3. other matters of importance for the organization and work of the Employer.

3.3. Kandidat je dužan da, prilikom zasnivanja radnog odnosa, Poslodavcu dostavi isprave i druge dokaze o ispunjenosti uslova za rad na poslovima za koje zasniva radni odnos, utvrđenih Pravilnikom o sistematizaciji.

3.3. When establishing an employment relationship, the candidate is obliged to provide the Employer with documents and other evidence of the fulfilment of the conditions for working on the jobs for which he establishes the

employment relationship, established by the Rulebook on Systematization.

- 3.4. Poslodavac je dužan da pre zaključivanja Ugovora o radu kandidata obavesti o poslovima, uslovima rada, pravima i obavezama iz radnog odnosa i pravilima, a posebno o obavezi da poštuje organizaciju rada i poslovanja kod Poslodavca, kao i uslove i pravila u vezi sa ispunjavanjem ugovornih i drugih obaveza iz radnog odnosa.
- 3.4. Before concluding the employment contract, the employer is obliged to inform the candidate about the tasks, working conditions, rights and obligations from the employment relationship and rules, and especially about the obligation to respect the organization of work and business at the employer, as well as the conditions and rules related to the fulfilment of contractual and other obligations from the employment relationship.
- 3.5. Radni odnos između Poslodavca i Zaposlenog se zasniva ugovorom o radu na neodređeno vreme, ili na određeno vreme, sa ili bez probnog rada (dalje: „Ugovor o radu“), u skladu sa Zakonom.
- 3.5. The employment relationship between the Employer and the Employee is based on an employment contract for an indefinite period of time, or for a fixed period of time, with or without a probation period (further: “Employment Contract”), in accordance with the Law.
- 3.6. Ukoliko Poslodavac i Zaposleni zaključe Ugovor o radu za obavljanje poslova od kuće i/ili na daljinu, tada će Ugovor o radu (dalje: „Rad van prostorija Poslodavca“), pored elemenata iz člana 33 Zakona sadržati i sledeće elemente:
- 3.6. If the Employer and the Employee conclude an Employment Contract for the performance of work from home and/or remotely, then the Employment Contract (further: "Work outside the Employer's premises"), in addition to the elements from Article 33 of the Law, will contain the following elements:
- 3.6.1. trajanje radnog vremena prema normativima rada;
- 3.6.1. duration of working hours according to work norms;
- 3.6.2. način vršenja nadzora nad radom i kvalitetom obavljanja poslova zaposlenog;
- 3.6.2. the way of supervising the work and the quality of the employee's performance;
- 3.6.3. sredstva za rad za obavljanje poslova koje je poslodavac dužan da nabavi, instalira i održava;
- 3.6.3. means of work for the performance of work that the employer is obliged to acquire, install and maintain;

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| 3.6.4. korišćenje i upotrebu sredstava za rad zaposlenog i naknadu troškova za njihovu upotrebu; | 3.6.4. use and use of funds for the employee's work and reimbursement of expenses for their use; |
| 3.6.5. naknadu drugih troškova rada i način njihovog utvrđivanja; | 3.6.5. reimbursement of other labour costs and the method of determining them; |
| 3.6.6. druga prava i obaveze. | 3.6.6. other rights and obligations. |
| 3.7. Obavljanje Rada van prostorija Poslodavca može da se ugovori pod uslovom da ti poslovi nisu opasni ili štetni po zdravlje zaposlenog i drugih lica i ne ugrožavaju životnu sredinu. | 3.7. Performing Work outside the Employer's premises can be contracted provided that these jobs are not dangerous or harmful to the health of the employee and other persons and do not endanger the environment. |
| 3.8. Na prava i obaveze koja nisu utvrđena Ugovorom o radu primenjuju se odgovarajuće odredbe zakona i ovog Pravilnika. | 3.8. The corresponding provisions of the law and this Rulebook apply to rights and obligations that are not determined by the Employment Contract. |
| 3.9. Ugovor o radu smatra se zaključenim kad ga potpišu Zaposleni i Poslodavac. | 3.9. The Employment Contract is considered concluded when it is signed by the Employee and the Employer. |
| 3.10. Poslodavac je dužan da Ugovor o radu, odnosno drugi ugovor u skladu sa zakonom, drži u sedištu ili drugoj poslovnoj prostoriji Poslodavca ili na drugom mestu, u zavisnosti od toga gde Zaposleni ili drugo radno angažovano lice radi. | 3.10. The Employer is obliged to keep the Employment Contract, or other contract in accordance with the law, at the headquarters or other business premises of the Employer or at another place, depending on where the Employee or other employed person works. |
| 3.11. Zaposleni ostvaruje prava i obaveze iz radnog odnosa danom stupanja na rad. Ako Zaposleni ne otpočne sa radom danom utvrđenim Ugovorom o radu, a za to nema opravdane razloge propisane Zakonom, smatraće se da nije zasnovao radni odnos sa | 3.11. The employee realizes the rights and obligations from the employment relationship on the day of starting work. If the Employee does not start work on the date specified in the Employment Contract, and there are no justified reasons prescribed by the Law, it will |

Poslodavcem, osim ako je sprečen da stupi na rad iz opravdanih razloga ili ako se Poslodavac i Zaposleni drugačije dogovore.

be considered that he has not established an employment relationship with the Employer, unless he is prevented from starting work for justified reasons or if the Employer and the Employee agree otherwise.

4. Probni rad

4. Probationary work

4.1. Ugovorom o radu može da se ugovori probni rad za obavljanje jednog ili više povezanih, odnosno srodnih poslova utvrđenih Ugovorom o radu.

4.1. Probationary work may be contracted under Employment Contract for the performance of 1 (one) or more related, namely, affiliated jobs stipulated in the Employment Contract.

4.2. Probni rad traje najduže 6 (šest) meseci.

4.2. The duration of the probationary shall be 6 (six) months.

4.3. Pre isteka vremena za koji je ugovoren probni rad, Poslodavac ili Zaposleni može da otkáže Ugovor o radu sa otkaznim rokom koji ne može biti kraći od 5 (pet) radnih dana. Poslodavac je dužan da obrazloži otkaz Ugovora o radu.

4.3. Prior to expiration of the period for which the probationary work has been contracted, the Employer or the Employee can terminate the Employment Contract with a period of notice not less than 5 (five) working days. The Employer is obliged to provide the reason for the termination of the Employment Contract.

4.4. Zaposlenom koji za vreme probnog rada nije pokazao odgovarajuće radne i stručne sposobnosti prestaje radni odnos danom isteka roka tj. danom isteka probnog rada određenog Ugovorom o radu.

4.4. The employment of an Employee that failed to demonstrate respective work and professional abilities during the probationary work shall cease on the day of expiration of the term i.e., on the day of expiration of the probationary period stipulated by the Employment Contract

5. Radni odnos na određeno vreme

5. Fixed-Term Employment

5.1. Ugovor o radu može da se zaključi na određeno vreme, za zasnivanje radnog odnosa čije je trajanje unapred određeno objektivnim razlozima koji su opravdani rokom ili izvršenjem određenog posla ili nastupanjem

5.1. The Employment Contract can be concluded for a fixed period of time, to establish an employment relationship, the duration of which is determined in advance by objective reasons that are justified by the deadline or the

određenog događaja, za vreme trajanja tih potreba.

execution of a certain job or the occurrence of a certain event, for the duration of those needs.

5.2. Poslodavac može da zaključi jedan ili više ugovora o radu iz stava 1. ovog člana na osnovu kojih se radni odnos sa istim zaposlenim zasniva za period koji ne može biti duži od 24 (dvadeset četiri) meseca, osim u slučajevima propisanim Zakonom.

5.2. The Employer may conclude one or more employment contracts from paragraph 1 of this article on the basis of which the employment relationship with the same employee is based for a period that cannot exceed 24 (twenty-four) months, except in cases prescribed by law.

5.3. Izuzetno od stava 1. ovog člana, ugovor o radu na određeno vreme može da se zaključi:

5.3. As an exception to paragraph 1 of this article, a fixed-term employment contract may be concluded:

5.3.1. ako je to potrebno zbog zamene privremeno odsutnog zaposlenog, do njegovog povratka;

5.3.1. if it is necessary to replace a temporarily absent employee, until his return;

5.3.2. za rad na projektu čije je vreme unapred određeno, najduže do završetka projekta;

5.3.2. for work on a project whose time is determined in advance, the longest until the end of the project;

5.3.3. sa stranim državljaninom, na osnovu dozvole za rad u skladu sa zakonom, najduže do isteka roka na koji je izdata dozvola;

5.3.3. with a foreign citizen, on the basis of a work permit in accordance with the law, at the latest until the expiration of the term for which the permit was issued;

5.3.4. za rad na poslovima kod novoosnovanog poslodavca čiji upis u registar kod nadležnog organa u momentu zaključenja ugovora o radu nije stariji od jedne godine, na vreme čije ukupno trajanje nije duže od 36 meseci;

5.3.4. for work at a newly established employer whose entry in the register with the competent authority at the time of concluding the employment contract is no older than one year, for a period whose total duration is no longer than 36 months;

5.3.5. sa nezaposlenim kome do ispunjenja jednog od uslova za ostvarivanje prava na starosnu penziju nedostaje do pet godina, najduže do ispunjenja uslova, u skladu sa propisima o penzijskom i invalidskom osiguranju.

5.3.5. with an unemployed person who is up to five years away from fulfilling one of the conditions for exercising the right to an old-age pension, the longest until the conditions are fulfilled, in accordance with the regulations on pension and disability insurance.

6. Radno angažovanje Direktora i drugih zastupnika

6. Work Engagement of Director and other Representatives

6.1. Direktor, odnosno drugi zakonski zastupnik Poslodavca može da:

6.1. The Director, namely, other legal representative of the Employer can:

6.1.1. Ugovorom o radu zasnjuje radni odnos na neodređeno ili određeno vreme kod Poslodavca, pri čemu u slučaju zasnivanja radnog odnosa na određeno vreme isti može da traje najduže do isteka roka na koji je izabran Direktor, odnosno do dana njegove ostavke ili razrešenja; ili

6.1.1. establish permanent or fixed-term Employment Contract with the Employee, in which case the fixed-term employment can last maximum until expiration of the term to which the Director is appointed, namely, until the date of his/her notice or removal from office; or

6.1.2. Ugovorom uredi međusobna prava, obaveze i odgovornosti sa Poslodavcem, pri čemu se navedenim Ugovorom ne zasniva radni odnos, ali Direktor u tom slučaju ima pravo na naknadu i druga prava, obaveze i odgovornosti, u skladu sa napred pomenutim Ugovorom.

6.1.2. define the mutual rights, obligations and responsibilities with the Employer by the Contract, whereas the subject Contract does not establish employment, however, the Director is entitled, in that case, compensation and other rights, obligations and responsibilities, in accordance with the above Contract.

7. Radno vreme

7. Working hours

- 7.1. Ugovorom o radu može da se ugovori rad sa:
- 7.1.1. Punim radnim vremenom koje iznosi najmanje 36 (trideset šest), a najviše 40 (četrdeset) časova u radnoj nedelji (dalje: „Puno radno vreme“);
- 7.1.2. Nepunim radnim vremenom, a to je vreme kraće od punog radnog vremena iz stava 7.1.1. (dalje: „Nepuno radno vreme“).
- 7.2. Zaposleni je dužan da obavlja poslove: (a) u prostorijama Poslodavca, ili na drugom mestu, prema nalogu Poslodavca, u skladu sa Zakonom ili (b) van prostorija Poslodavca u skladu sa članom 3.6. ovog Pravilnika i u skladu sa Ugovorom o radu.
- 7.3. Ako priroda posla i organizacija rada dozvoljava, početak i završetak radnog vremena može da se utvrdi, odnosno da se ugovori u određenom vremenskom intervalu (dalje: „Klizno radno vreme“).
- 7.4. Radna nedelja traje, po pravilu, pet radnih dana, a radni dan osam časova (od 9 do 17 časova), ali kada priroda posla i organizacija rada to zahteva, Direktor ili Ovlašćeno lice može odlukom utvrditi i drugačije organizovanje radne nedelje i rasporeda radnog vremena. Kada je rad kod Poslodavca organizovan u smenama, ili to zahteva organizacija rada, Puno radno vreme ili Nepuno radno vreme Zaposlenog ne mora da bude raspoređeno jednako po radnim nedeljama, već se utvrđuje kao
- 7.1. The Employment Contract allows contracting work with
- 7.1.1. Full-time work, which is at least 36 (thirty-six) and maximum 40 (forty) hours in a working week, (hereinafter “Full-time work”)
- 7.1.2. Part-time work, i.e. time shorter than the full-time work referred to in Paragraph 7.1.1, (hereinafter “Part-time work”).
- 7.2. The Employee is obliged to perform the work (a) at the Employer’s premises, or at some other venue according to Employer’s instructions, in accordance with the Law, or (b) outside of the Employer’s premises, in accordance with Article 3.6. of this Rulebook and in accordance with the Employment Contract.
- 7.3. If the nature of work and job classification allows, the beginning and end of the working hours can be determined, namely, contracted within a certain time interval (hereinafter “Flexitime working hours”).
- 7.4. The working week lasts, as a rule, 5 (five) working days, and the working day lasts 8 (eight) hours. However, when the nature of work and organization of work requires it, the Director or Authorized Person can decide and organize differently the working weeks and scheduling of working hours. When the work with the Employer is organized in shifts, or as required by work organization, the Full-time work or Part-time work of the Employee shall not be scheduled uniformly by working weeks but can be

prosečno nedeljno radno vreme na mesečnom nivou, pri čemu Zaposleni može da radi najduže 12 časova dnevno, odnosno 48 časova nedeljno, uključujući i prekovremeni rad.

determined as average weekly working hours at a monthly level, whereas the Employee can work a maximum of 12 (twelve) hours a day, namely, 48 (forty-eight) hours a week, including overtime work.

7.5. U slučajevima i pod uslovima propisanim Zakonom, Poslodavac može da uvede preraspodelu radnog vremena, prekovremeni rad, kao i rad u smenama uključujući i noćni rad.

7.5. In cases and under the conditions defined by Law, the Employer can introduce the reallocation of working hours, overtime work as well as work in shifts including night work.

7.6. Na zahtev Poslodavca, Zaposleni je dužan da radi duže od punog radnog vremena u slučaju više sile, iznenadnog povećanja obima posla i u drugim slučajevima kada je neophodno da se u određenom roku završi posao koji nije planiran (dalje: „Prekovremeni rad“). Prekovremeni rad ne može da traje duže od 8 časova nedeljno. Zaposleni ne može da radi duže od 12 časova dnevno uključujući i prekovremeni rad. Zaposlenom koji radi na poslovima na kojima je uvedeno skraćeno radno vreme u skladu sa zakonom ne može da se odredi prekovremeni rad na tim poslovima, ako zakonom nije drukčije određeno.

7.6. The Employee is obliged, on Employer's request, to work longer than the full-time work in case of Force Majeure, sudden increase of the scope of work and in other cases when it is necessary to complete the work that was not planned within a specific deadline. Overtime work cannot last longer than 8 (eight) hours a week. The Employee cannot work longer than 12 (twelve) hours a day including overtime work. The Employee working on jobs with introduced reduced working hours in compliance with the Law, cannot be allocated overtime work on such jobs, unless stipulated otherwise by the Law.

7.7. Poslodavac može da izvrši preraspodelu radnog vremena kada to zahteva priroda delatnosti, organizacija rada, bolje korišćenje sredstava rada, racionalnije korišćenje radnog vremena i izvršenje određenog posla u utvrđenim rokovima. Preraspodela radnog vremena se sprovodi tako da ukupno radno vreme Zaposlenog u periodu od šest meseci u toku godine u proseku ne bude duže od ugovorenog radnog vremena Zaposlenog. U slučaju preraspodele radnog vremena, radno vreme ne može

7.7. The Employer can reschedule the working hours when required by the nature of the activities, work organization, better use of means of work, more rational use of working hours and performance of a certain job within the set terms. The reallocation of working hours is performed so that the total working hours of the Employee within a period of six months during a year, on average, is no longer than the Employee's contracted working hours. In case of rescheduling, the working hours cannot be longer than 60 (sixty)

da traje duže od 60 časova nedeljno. Zaposleni kome je radni odnos prestao pre isteka vremena za koje se vrši preraspodela radnog vremena ima pravo da mu se časovi rada duži od ugovorenog radnog vremena ostvareni u preraspodeli radnog vremena preračunaju u njegovo radno vreme i da ga poslodavac odjavi sa obaveznog socijalnog osiguranja po isteku tog vremena ili da mu te časove rada obračuna i isplati kao časove prekovremenog rada.

hours a week. The Employee whose employment has expired prior to the expiration of time for which the rescheduling of working hours was made, is entitled to have the hours longer than the contracted working hours realized in the rescheduling working hours included in his/her working hours, and have the Employer cancel his/her mandatory social insurance upon expiration of that period, or account these working hours and pay them as overtime work.

7.8. Rad u smenama je organizacija rada kod Poslodavca prema kojoj se Zaposleni na istim poslovima smenjuju prema utvrđenom rasporedu, pri čemu izmena smena može da bude kontinuirana ili sa prekidima tokom određenog perioda dana ili nedelja. Zaposleni koji radi u smenama je Zaposleni koji kod Poslodavca kod koga je rad organizovan u smenama u toku meseca posao obavlja u različitim smenama najmanje trećinu svog radnog vremena.

7.8. Work in shifts is a work organization at the Employer according to which the Employees on same jobs are alternated according to set schedule, whereas the change of shifts can be continuous or with interruptions during a specific period of day or weeks. The Employee working in shifts is an Employee of the Employer performing the work organized in shifts in the course of a month in different shifts at least one third of his/her working hours.

7.9. Rad koji se obavlja u periodu od 22.00 časa do 06.00 časova narednog dana smatra se radom noću. Zaposlenom koji radi noću najmanje tri časa svakog radnog dana ili trećinu punog radnog vremena u toku jedne radne nedelje poslodavac je dužan da obezbedi obavljanje poslova u toku dana ako bi, po mišljenju nadležnog zdravstvenog organa, takav rad doveo do pogoršanja njegovog zdravstvenog stanja. Ako je rad organizovan u smenama koje uključuju noćni rad, Poslodavac je dužan da obezbedi izmenu smena, tako da Zaposleni ne radi neprekidno više od jedne radne nedelje noću. Zaposleni može da radi noću duže od

7.9. The work performed from 10 p.m. until 6 a.m. the next day is considered nighttime work. The Employer is obliged to provide to the Employee, working at night for at least 3 (three) hours every working day or one third of the full working hours in the course of a working week, the performance of the job in the course of the day if, according to the opinion of the competent health care authority, such work would cause aggravation of his/her state of health. If the work organized in shifts includes nighttime work, the Employer is obliged to provide the change of shifts so that the Employee would not work at night

jedne radne nedelje, samo uz njegovu pisanu saglasnost.

continuously more than 1 (one) working week. The Employee may work at nighttime more than 1 (one) working week only with his/her written consent

7.10. Ugovorom o radu može da se ugovori obaveza Zaposlenog na pripravnost, tj. obaveza da se odazove na poziv nadređenog menadžera Zaposlenog, da obavlja poslove van redovnog radnog vremena, ukoliko se dese problemi sa radom koji moraju da budu dostupni u kontinuitetu i/ili ukoliko je potrebno da u realnom vremenu opslužuju korisnike i klijente. Vreme pripravnosti i visina naknade za vreme koje Zaposleni provede na pripravnosti uređuju se posebnom Odlukom Poslodavca. Vreme koje Zaposleni u toku pripravnosti provede u obavljanju poslova na poziv nadređenog rukovodioca smatra se radnim vremenom. Na radno vreme provedeno u toku pripravnosti primenjuje se režim preraspodele radnog vremena, u skladu sa članom 7.7. ovog Pravilnika i u skladu sa Zakonom o radu, pri čemu će Zaposleni imati pravo da za sate koje provede u obavljanju poslova koristi isti broj slobodnih sati.

7.10. The Employment Contract may stipulate the obligation of the Employee to duty on call, i.e. obligation to respond to the call of the supervising manager, to perform the jobs outside of regular working hours, if problems occur regarding the service operation which have to be continually available and/or if it is needed to serve the customers and clients. The duration of the duty on call and the amount of remuneration for the time which the Employee spends on duty on call will be stipulated by a separate decision of the Employer. The time which the Employee spends in performance of Jobs on call of the supervising manager shall be considered as working hours. The working hours spent during the duty on call will be subject to relocation of working hours, in accordance with Article 7.7. of this Rulebook and in accordance with the Labor Law, whereby in lieu for the working hours spent in performance of jobs during the duty on call, the Employee will be entitled to equal number of free hours.

8. Odmori u toku rada

8. Rests during the work

8.1. Zaposleni koji radi najmanje šest časova dnevno ima pravo na odmor u toku radnog dana (pauza) u trajanju od: a) najmanje 30 minuta, ako radi od šest do osam sati u kontinuitetu, u toku radnog dana, b) najmanje 15 minuta, ako radi duže od četiri, a kraće od šest časova u kontinuitetu, odnosno c) najmanje 45 minuta ako radi duže od

8.1. The Employee working at least 6 (six) hours a day is entitled to a rest during the working hours (Daily Pause) lasting: a) minimum 30 (thirty) minutes, if he/she works from 6 (six) to 8 (eight) hours continuously, in the course of the working day, b) minimum 15 (fifteen) minutes if he/she works longer than 4 (four), and less than 6 (six) hours

10 časova u kontinuitetu. Pauza ne može da se koristi na početku i na kraju radnog vremena. Pauza se uračunava u radno vreme za konkretni radni dan. Pauza se organizuje na način kojim se obezbeđuje da se rad ne prekida, ako priroda posla ne dozvoljava prekid rada, kao i ako se radi sa strankama. Odluku o rasporedu korišćenja Pauze donosi Poslodavac.

continuously, namely c) minimum 45 minutes if he/she works longer than 10 (ten) hours continuously. The rest period cannot be used at the beginning and at the end of the working hours. The Daily Pause is included in the working hours for the concrete working day. The Daily Pause is organized in a manner that will provide continuity of work with no interruption, if the nature of the work does not allow interruption, as well as when working with clients. The decision on scheduling the use of the Daily Pause is made by the Employer.

8.2. Zaposleni ima pravo na dnevni odmor u trajanju od najmanje 12 časova neprekidno u okviru 24 časa, ako zakonom nije drukčije određeno. Zaposleni koji radi u preraspodeli radnog vremena ima pravo na odmor u okviru 24 časa u neprekidnom trajanju od najmanje 11 časova.

8.2. The Employee is entitled to a Daily Rest lasting at least 12 (twelve) hours continuously within 24 (twenty-four) hours, unless stipulated otherwise by the Law. The Employee working under rescheduling of working hours is entitled to a Daily Rest, within 24 (twenty-four) hours, lasting continuously at least 11 (eleven) hours.

8.3. Zaposleni ima pravo na nedeljni odmor u trajanju od najmanje 24 časa neprekidno kojem se dodaje vreme dnevnog odmora, ako zakonom nije drukčije određeno. Nedeljni odmor se, po pravilu, koristi nedeljom. Poslodavac može da odredi drugi dan za korišćenje nedeljnog odmora ako priroda posla i organizacija rada to zahteva.

8.3. The Employee is entitled to a Weekly Rest period lasting at least 24 (twenty-four) hours continuously plus the Daily Rest, unless stipulated otherwise by the law. The Weekly Rest is used, as a rule, on Sunday. The Employer may determine another day for use of the Weekly Rest if required by the nature of the work and the work organization.

8.4. Izuzetno, Zaposleni koji zbog obavljanja posla u različitim smenama ili u preraspodeli radnog vremena ne može da koristi odmor u napred navedenom trajanju (tako da se nedeljnom odmoru od 24 časa doda i vreme dnevnog odmora od 12 časova) ima pravo na nedeljni odmor u trajanju

8.4. Exceptionally, the Employee that is unable to use Weekly Rest lasting as stated above due to performance of work in different shifts or within rescheduling of working hours (by adding to the Weekly Rest of 24 hours also the time of Daily Rest of 12 hours) is entitled to a weekly rest of at least 24

od najmanje 24 časa neprekidno. Ako je neophodno da Zaposleni radi na dan svog nedeljnog odmora, Poslodavac je dužan da mu obezbedi odmor u trajanju od najmanje 24 časa neprekidno u toku naredne nedelje.

(twenty-four) hours continuously. If necessary, for the Employee to work on the day of his/her Weekly Rest, the Employer has the obligation of providing the Employee a rest period of at least 24 (twenty-four) hours continuously during the following week.

9. Godišnji odmor

9. Annual vacation

9.1. Zaposleni stiče pravo da koristi godišnji odmor u kalendarskoj godini nakon mesec dana neprekidnog rada, u skladu sa Zakonom.

9.1. The Employee shall gain the right to use the annual vacation in the calendar year after one month of continuous work in accordance with the Law.

9.2. Dužina godišnjeg odmora utvrđuje se tako što se zakonski minimum od 20 radnih dana uvećava po osnovu sledećih kriterijuma, odnosno po osnovu:

9.2. is determined by increasing the legal minimum of 20 working days based on following criteria:

9.2.1. radnog iskustva – 2 radna dana nakon navršenih 3 godina u radnom odnosu kod Poslodavca.

9.2.1. Work experience - 2 working days upon completing 3 years in employment with the Employer.

9.2.2. doprinosa na radu – 1 radni dan ukoliko je zaposleni dao izuzetan doprinos na radu i/ili inovacije;

9.2.2. Contribution at work - work performance – 1 working day if the Employee made an exceptional contribution on work and/or innovations;

9.3. Ukupno trajanje godišnjeg odmora ne može da bude duže od 25 radna dana.

9.3. Total duration of annual vacation may not exceed 25 working days.

9.4. Pri utvrđivanju dužine godišnjeg odmora radna nedelja računa se kao pet radnih dana. Praznici koji su neradni dani u skladu sa zakonom, odsustvo sa rada uz naknadu zarade i privremena sprečenost za rad u skladu sa propisima o zdravstvenom

9.4. In defining the duration of the annual vacation, the working week is counted as 5 (five) working days. The holidays that are non-working days in accordance with the law, paid leave and temporarily being prevented from working in accordance with the

osiguranju ne uračunavaju se u dane godišnjeg odmora.

regulations on health insurance, are not counted as days of annual vacation.

9.5. Zaposleni ima pravo na 1/12 (dvanaestinu) godišnjeg odmora iz stava 9.2. (srazmerni deo godišnjeg odmora) za svaki mesec dana rada u kalendarskoj godini u kojoj je zasnovao radni odnos, ili u kojoj mu prestaje radni odnos kod Poslodavca.

9.5. The Employee is entitled to 1/12 (one twelfth) of annual vacation referred to in Paragraph 9.2. (proportional part of annual vacation) for each month of work in a calendar year in which it had established employment, or in which the employment with the Employer is terminated.

9.6. Ako Zaposleni koristi godišnji odmor u delovima, prvi deo koristi u trajanju od najmanje dve radne nedelje neprekidno u toku kalendarske godine, a ostatak najkasnije do 30. juna naredne godine. Zaposleni može da se sa Poslodavcem sporazume da godišnji odmor koristi u više delova. Zaposleni koji nije u celini ili delimično iskoristio godišnji odmor u kalendarskoj godini zbog odsutnosti sa rada radi korišćenja porodiljskog odsustva, odsustva sa rada radi nege deteta i posebne nege deteta – ima pravo da taj odmor iskoristi do 30. juna naredne godine. Radi otklanjanja sumnje, u slučaju kada Zaposleni koristi godišnji odmor u delovima, Poslodavac ima zakonsko pravo da odluči, u skladu sa potrebama procesa rada i organizacije rada, kada i koliko dana godišnjeg odmora će koristiti Zaposleni.

9.6. the Employee uses the annual vacation divided into parts, the first one should be at least 2 (two) working weeks continuously during a calendar year, and the rest should be used by June 30th of the following year at the latest. The Employee may agree with the Employer to use the annual vacation divided into several parts. The Employee that had not used up the annual vacation entirely or partially in the calendar year due to absence from work because of maternity leave, absence from work due to childcare and special childcare – is entitled to use that leave by 30th June of the following year. To avoid any doubt in case the Employee uses the annual vacation in parts, the Employer has the legal right to decide, in accordance with the needs of the work process and work organization, when and how many days of annual vacation will be used by the Employee.

9.7. U zavisnosti od potrebe posla, Poslodavac odlučuje o vremenu korišćenja godišnjeg odmora.

9.7. Depending on work requirements, the Employer shall decide on the time the annual vacation shall be used.

9.8. Rešenje o korišćenju godišnjeg odmora zaposlenom se dostavlja najkasnije 15 dana pre datuma određenog za početak korišćenja

9.8. Decision on approving the use of annual vacation is provided to the Employee within at least 15 (fifteen) days prior to the date determined for

godišnjeg odmora. Izuzetno, ako se godišnji odmor koristi na zahtev zaposlenog, rešenje o korišćenju godišnjeg odmora poslodavac može dostaviti i neposredno pre korišćenja godišnjeg odmora. Poslodavac može da izmeni vreme određeno za korišćenje godišnjeg odmora ako to zahtevaju potrebe posla, najkasnije pet radnih dana pre dana određenog za korišćenje godišnjeg odmora. Rešenje o korišćenju godišnjeg odmora Poslodavac može da dostavi Zaposlenom i u elektronskoj formi.

9.9. U slučaju korišćenja kolektivnog godišnjeg odmora kod Poslodavca ili u organizacionom delu Poslodavca, Poslodavac može da donese rešenje o godišnjem odmoru u kome navodi zaposlene i organizacione delove u kojima rade i da isto istakne na oglasnoj tabli, najmanje petnaest (15) dana pre dana određenog za korišćenje godišnjeg odmora, čime se smatra da je rešenje uručeno Zaposlenima.

9.10. U slučaju prestanka radnog odnosa, Poslodavac je dužan da Zaposlenom koji nije iskoristio godišnji odmor u celini ili delimično, isplati novčanu naknadu umesto korišćenja godišnjeg odmora, u visini prosečne zarade u prethodnih 12 meseci, srazmerno broju dana neiskorišćenog godišnjeg odmora.

10. Plaćeno odsustvo

10.1. Zaposleni ima pravo na odsustvo sa rada uz naknadu zarade u skladu sa Zakonom (plaćeno odsustvo) u ukupnom trajanju do 5 radnih dana u

the beginning of the annual vacation. Exceptionally, if the annual vacation is used at Employee's request, the decision on approval of the use of annual vacation may be provided also right before using the annual vacation. The Employer can change the time set for using the annual vacation if it is required by work demands, maximum 5 (five) days prior to the date set for the use of the annual vacation. The Employer may provide the decision on approval of the use of annual vacation to the Employee in electronic form.

9.9. In the case of using a mandatory collective annual holiday at the Employer or at the organizational part of the Employer, the Employer may render a decision on annual holiday listing the employees and organizational units in which they work, and to display it on the bulletin board, at least 15 (fifteen) days before the date set for the usage of the annual holiday, thus considered that such a decision was delivered to employees.

9.10. In case of termination of employment, the Employer is obliged to pay to the Employee who had not used his/her annual vacation entirely or in part, a pecuniary compensation instead of the use of the annual vacation, at the level of average salary in the past 12 months, proportional to the number of days of unused annual vacation.

10. Paid leave

10.1. The Employee is entitled to a leave with a compensation of salary in accordance with the Law (paid leave) for a total duration of up to 5 (five)

| | |
|--|---|
| <p>toku kalendarske godine u sledećim slučajevima:</p> | <p>working days in the course of a calendar year for the following cases</p> |
| <p>10.1.1. zaključenje braka –5 radnih dana;</p> | <p>10.1.1. Marriage – 5 working days;</p> |
| <p>10.1.2. Rođenje deteta –5 radnih dana;</p> | <p>10.1.2. Childbirth – 5 working days;</p> |
| <p>10.1.3. Teže bolesti člana uže porodice – do 5 radnih dana;</p> | <p>10.1.3. Severe illness of immediate family member – up to 5 working days;</p> |
| <p>10.1.4. Smrt člana uže porodice (bračni drug, deca odnosno usvojenici, braća i sestre, roditelji odnosno usvojioci ili staratelji) – 5 radnih dana;</p> | <p>10.1.4. In case of death of an immediate family member (spouse, children, namely, adopted children, brothers and sisters, parents, namely, adoptive parents or guardians) – 5 working days;</p> |
| <p>10.1.5. Za slučaj dobrovoljnog davanja krvi – 2 uzastopna dana, uključujući i dan davanja krvi.</p> | <p>10.1.5. In case of voluntary blood donation – 2 consecutive days, also including the day of blood donation.</p> |
| <p>10.2. U slučaju korišćenja bilo kog plaćenog odsustva navedenog članu 10.1, Zaposleni je, dužan da blagovremeno informiše Poslodavca i priloži odgovarajuću dokumentaciju Poslodavcu u skladu sa razlogom korišćenja plaćenog odsustva.</p> | <p>10.2. In case of any paid leave listed in Article 10.1. the Employee shall be obliged to timely inform the Employer and present relevant documents to the Employer regarding the reasons for the paid leave.</p> |
| <p>10.3. Zaposleni je dužan da obavesti Poslodavca:</p> | <p>10.3. The Employee will be obliged to notify the Employer:</p> |
| <p>10.3.1. u slučaju zaključenja braka (venčanja) Zaposlenog 2 dana pre zakazanog dana venčanja;</p> | <p>10.3.1. in case of wedding of the employee notification minimum 2 days in advance</p> |
| <p>10.3.2. u slučaju porođaja supruge (rođenje deteta) petnaest dana pre predviđanog termina porođaja, osim u slučajevima</p> | <p>10.3.2. in case of wife's labour (childbirth) notification minimum 15 days in advance before the date of envisaged</p> |

prevremenog porođaja, na dan porođaja;

child's birth, except in case of premature child's birth notification on the respective date;

10.3.3. u slučaju teže bolesti člana uže porodice, 2 radnih dana po dobijanju nalaza i uputa lekara.

10.3.3. In case of severe illness of immediate family member, following doctor's prescription notification maximum 2 working days upon receiving the doctor's findings and prescription

10.3.4. u slučaju smrti člana uže porodice supružnika na dan kada se događaj desio;

10.3.4. In case of death of a close family member of employee's spouse notification on the respective date;

10.3.5. Za slučaj dobrovoljnog davanja krvi – dan pre ili najkasnije na dan davanja krvi.

10.3.5. In case of voluntary blood donation – the day before or at the latest on the date of voluntary blood donation.

11. Neplaćeno odsustvo

11. Unpaid leave

11.1. Poslodavac može da odobri Zaposlenom odsustvo bez naknade zarade (neplaćeno odsustvo).

11.1. The Employee may approve Employee's leave without compensation of salary (unpaid leave).

11.2. Ukoliko želi da koristi neplaćeno odsustvo, Zaposleni je dužan da podnese pisani zahtev Direktor ili Ovlašćenom licu, te da u tom zahtevu navede razloge za potrebu korišćenja neplaćenog odsustva, kao i podatke o trajanju neplaćenog odsustva. O navedenom zahtevu Direktor ili Ovlašćeno Lice odlučuje uzimajući u obzir sve okolnosti, a pre svega opravdanost razloga za odsustvo sa jedne strane i potrebe posla sa druge strane. Neplaćeno odsustvo se u načelu odobrava samo ukoliko to ne remeti redovan proces rada.

11.2. If the Employee wishes to use unpaid leave, he/she is obliged to file a written request to the Director or Authorized Person stating the reasons for the use of unpaid leave, as well as details of duration of unpaid leave. The Director or Authorized Person decides on the request taking into consideration all the circumstances and, first of all, the justification of the reasons for leave on one part and the job requirements on the other part. Unpaid leave is granted, in principle, only if this does not disturb the regular work process.

11.3. Za vreme neplaćenog odsustva Zaposlenom miruju prava i obaveze iz radnog odnosa, ako za pojedina prava i obaveze zakonom, opštim aktom i ugovorom o radu nije drukčije određeno.

12. Bolovanje

12.1. U slučaju nastupanja privremene sprečenosti za rad zbog bolesti i/ili povreda van rada (bolovanje), Zaposleni je dužan da bez odlaganja obavesti svog nadređenog menadžera kao i službu za ljudske resurse kod Poslodavca, imejlom i/ili telefonskim putem. Za prva 3 radna dana privremene sprečenosti za rad Zaposleni nije dužan da Poslodavcu dostavi potvrdu lekara (doznake) o privremenoj sprečenosti za rad.

12.2. Zaposleni je dužan da, najkasnije u roku od 3 (tri) dana počev od četvrtog dana nastupanja privremene sprečenosti za rad (bolovanje) u smislu propisa o zdravstvenom osiguranju, o tome dostavi Poslodavcu potvrdu lekara koja sadrži i vreme očekivane sprečenosti za rad. U slučaju teže bolesti, umesto Zaposlenog, potvrdu Poslodavcu dostavljaju članovi uže porodice ili druga lica sa kojima živi u porodičnom domaćinstvu. Ako Zaposleni živi sam, potvrdu je dužan da dostavi u roku od 5 (pet) dana od dana prestanka razloga zbog kojih nije mogao da dostavi potvrdu. Prema članu 103 stav 4 Zakona, lekar je dužan da izda napred navedenu potvrdu.

11.3. The Employee's rights and obligations related to employment are dormant during the unpaid leave, unless stipulated otherwise by bylaws and Employment Contract for individual rights and obligations.

12. Sick leave

12.1. In case of occurrence of temporary impediment for work due to illness and/or injuries out of work (sick leave), the Employee shall be obliged to notify without delay the supervising manager and the Employer's human resources For the first 3 (three) working days of temporary impediment for work (sick leave), the Employee is not obliged to deliver to the Employer the medical certificate on temporary impediment for work.

12.2. The Employee is obliged, within maximum 3 (three) days from the sixth day of occurrence of temporary impediment for work (Sick Leave), pursuant to the regulations on health care insurance, to provide the Employer a medical certificate containing the expected time he/she shall be prevented from work. In case of severe illness, the certificate shall be provided to the Employer, instead of by the Employee, by the members of the immediate family or other persons with whom he/she lives in a family household. If the Employee is living alone, the certificate shall be provided within 5 (five) days from the date of cessation of reasons that had prevented him/her to provide the certificate. The doctor is obliged to issue the above certificate, based on article 103 paragraph 4 of the Law.

- 12.3. Ako Poslodavac posumnja u opravdanost razloga za odsustvovanje sa rada u smislu stava 12.1. može da podnese zahtev nadležnom zdravstvenom organu radi utvrđivanja zdravstvene sposobnosti Zaposlenog, u skladu sa zakonom.
- 12.3. If the Employer has any doubts as to the justification of reasons for absence from work, pursuant to Paragraph 12.1, it can file a request with the competent health care authority to determine the state of health of the Employee, in accordance with the Law
13. Zaštita podataka o ličnosti
13. Personal Data Protection
- 13.1. Podaci o ličnosti koji se odnose na Zaposlenog ne mogu da budu dostupni trećem licu, osim u slučajevima i pod uslovima utvrđenim zakonom ili ako je to potrebno radi dokazivanja prava i obaveza iz radnog odnosa ili u vezi sa radom. Podatke o ličnosti zaposlenih može da prikuplja, obrađuje, koristi i dostavlja trećim licima samo zaposleni ovlašćen od strane Direktora ili Ovlašćenog Lica, u skladu sa Zakonom o zaštiti podataka o ličnosti.
- 13.1. The Personal Data pertaining to the Employee cannot be accessible to third parties, except in cases and under the terms defined by the Law, or if necessary, to prove the rights and obligations under or related to employment. The Personal Data of the Employees may be collected, processed, used and submitted to third parties only by an employee authorized by the Director or Authorized Person, in accordance with the Law on Personal Data Protection.
- 13.2. Podaci o ličnosti koji se unose u evidencije u oblasti rada² obradiće se u skladu sa Zakonom o evidencijama u oblasti rada, dok se obrada podataka o ličnosti u druge svrhe izvršava u svemu u skladu sa Zakonom o zaštiti podataka o ličnosti.
- 13.2. The Personal Data entered in the Labor Related Records shall be processed in accordance with the Law on Labor Related Records whereas the processing of Personal Data for other purposes is performed fully in accordance with the Law on the Protection of Personal Data.
14. Bezbednost i zdravlje na radu
14. Protection of safety and health of Employees
- 14.1. U cilju osiguravanja bezbednog i zdravog okruženja za rad zaposlenih, Poslodavac organizuje bezbednost i zdravlje na radu u skladu sa važećim propisima, uključujući ali ne
- 14.1. With a view to occupational safety and health of the Employees, the Employer shall organize occupational safety and health in accordance with the applicable regulations, including, but

² U oblasti rada ustanovljavaju se: 1) evidencija o zaposlenim licima; 2) evidencija o slobodnim radnim mestima; 3) evidencija o nezaposlenim licima; 4) evidencija o zaradama zaposlenih lica; 5) evidencija o ponudama stranih poslodavaca za zapošljavanje građana Republike Srbije u inostranstvu; 6) evidencija o građanima Republike Srbije na radu u inostranstvu; 7) evidencija o zaposlenim i nezaposlenim stranim državljanima i licima bez državljanstva (strancima) u Republici Srbiji; 8) evidencija o korisnicima prava invalidskog osiguranja.

ograničavajući se na: donošenje opštih akata o bezbednosti i zdravlju na radu, izrada akta (u saradnji sa licenciranim agencijama za bezbednost i zdravlje na radu) o proceni rizika od povređivanja i profesionalnih bolesti na svim radnim mestima, organizovanje sistematskih pregleda zaposlenih u skladu sa preporukama nadležne medicine rada i utvrđenim zdravstvenim uslovima za radna mesta kod Poslodavca, obuka zaposlenih za bezbedan i zdrav rad, sprovođenje mera zaštite na radu, donošenje akata i obuka zaposlenih u vezi sa protivpožarnom zaštitom.

not limited to: passing bylaws on occupational safety and health, prepare deeds (in cooperation with licensed agencies for occupational safety and health) on the assessment of risk of injury and occupational diseases at all job posts, organization of medical checkups of the Employees in accordance with the recommendations of the competent occupational medicine institutions and defined health conditions for job posts at the Employer, training of Employees for safe and healthy work, conducting occupational protection measures, passing of deeds and training of Employees in fire protection.

14.2. Zaposlena ima pravo na odsustvo (bolovanje) radi održavanja trudnoće, kao i na porodiljsko odsustvo i na odsustvo radi nege deteta i posebne nege deteta, te pravo na odsustvo u toku radnog dana radi dojenja deteta, u skladu sa Zakonom.

14.2. The Employee is entitled to leave (sick leave) in case of special-care pregnancy, as well as maternity leave and childcare leave and special child care leave, and the right to leave during the working day to breastfeed the child, in accordance with the Law.

14.3. Zaposlenom koji je osoba sa invaliditetom i zaposlenom koji ima zdravstvene smetnje Poslodavac je dužan da obezbedi obavljanje poslova prema radnoj sposobnosti, odnosno da obezbedi poslove koji ne dovode do pogoršanja zdravlja Zaposlenog, u skladu sa zakonom, pri čemu se primenjuju sledeća pravila:

14.3. The Employer is obliged to provide performance of work in line with the ability to work, namely the jobs which would not deteriorate employee's health condition, in accordance with the Law, whereas the following rules shall apply:

14.3.1. Ukoliko Zaposleni odbije da prihvati ponuđeni posao, Poslodavac može da otkáže Ugovor o radu tom Zaposlenom, u skladu sa Zakonom;

14.3.1. If the Employee refuses to accept the offered job, the Employer can terminate the Employment Contract with the Employee, in accordance with the Law;

14.3.2. Ukoliko Poslodavac ne može Zaposlenom da obezbedi

14.3.2. If the Employer cannot provide an adequate job to the

odgovarajući posao u smislu napred navedenog, taj Zaposleni se smatra viškom i prestaće mu radni odnos, u skladu sa članom 179 stav 5 tačka 1) Zakona o radu.

Employee in accordance with the above, such Employee shall be deemed redundant and his employment will be terminated, in accordance with Article 179, Paragraph 5, Item 1) of the Labor Law.

15. Zarada, naknada zarade i druga primanja

15. Salary, Salary Remuneration and Other Earnings of Employees

15.1. Zaposleni ima pravo na odgovarajuću zaradu u skladu sa zakonom, ovim Pravilnikom i Ugovorom o radu.

15.1. 15.1.1. The Employee is entitled to respective salary in accordance with the Law, this Rulebook and Employment Contract.

15.2. Zarada Zaposlenog je bruto kategorija tj. sadrži i poreze i doprinose koji se plaćaju iz zarade i sastoji se iz:

15.2. The Employee's salary is a gross category i.e. contains also taxes and contributions paid from the salary and consists of:

15.2.1. Zarade koju Zaposleni ostvari za obavljeni rad i vreme provedeno na radu, koja se sastoji od: a) osnovne zarade, b) dela zarade za radni učinak i c) uvećane zarade;

15.2.1. Salary realized by the Employee for the performed work and time spent at work consisting of: a) base salary, b) part of salary for performance and c) increased salary

15.2.2. Zarade po osnovu doprinosa zaposleni poslovnom uspehu Poslodavca (nagrade, bonusi i sl.);

15.2.2. Salary based on Employee's contribution to the business success of the Employer (awards, bonuses etc.);

15.2.3. Drugih primanja po osnovu radnog odnosa.

15.2.3. Other receivables.

Osnovna zarada i zarada za učinak

Base Salary and Performance Related Salary

15.3. Osnovna zarada se ugovara Ugovorom o radu, na osnovu sledećih elemenata:

15.3. Base Salary shall be stipulated by the Employment Contract, based on the following elements:

- 15.3.1. za puno radno vreme (40 h nedeljno), odnosno za ugovoreno radno vreme ako se ugovara nepuno radno vreme, u kom slučaju se osnovna zarada opredeljuje u srazmernom iznosu, uzimajući u obzir proporcionalni odnos između ugovorenog (nepunog) radnog vremena i punog radnog vremena (40 h nedeljno); i
- 15.3.2. za standardni radni učinak.
- 15.4. Zarada za radni učinak se određuje u skladu sa elementima iz stava 15.5. ispod.
- 15.5. Elementi za obračun i isplatu zarade po osnovu radnog učinka su:
- 15.5.1. kvalitet i obim obavljenog rada;
- 15.5.2. doprinos timskom radu; i
- 15.5.3. blagovremenost i efikasnost izvršavanja poslova.
- 15.6. Ostvareni radni učinak na osnovu elemenata iz stava 15.5. utvrđuje se na osnovu ocene/izveštaja nadređenog menadžera.
- 15.7. Po osnovu radnog učinka utvrđenog u skladu sa stavovima 15.5. i 15.6. Osnovna zarada može da se uveća ili da se umanjuje najviše do 10%.
- 15.3.1. for full working hours (40 hours per week, namely for the stipulated working hours if part-time working hours are stipulated, in which case the Base Salary shall be determined in the pro-rata amount, by taking a proportion between the stipulated (part time) and full working hours (40 hours);
- 15.3.2. for a standard work performance.
- 15.4. Performance related salary shall be determined in accordance with the criteria determined in Paragraph 15.5. below.
- 15.5. The elements for calculation and payment of the salary based on work performance are:
- 15.5.1. quality and scope of work performed;
- 15.5.2. contribution to teamwork; and
- 15.5.3. timeliness and efficiency of work execution.
- 15.6. Achieved work performance based on the elements referred to in Paragraph 15.5. shall be determined based on the assessment/report of the supervising manager.
- 15.7. Base salary based on the work performance in accordance with Paragraphs 15.5. and 15.6. the Base Salary may be increased or decreased up to 10%.

15.8. Zaposleni ostvaruje pravo na zaradu za standardni radni učinak i puno radno vreme, odnosno ugovoreno radno vreme (ukoliko je ugovoreno nepuno radno vreme) u visini osnovne zarade utvrđene u skladu sa stavom 15.3. iznad.

15.9. Poslodavac može posebnom odlukom da odluči da se zaposlenom isplati bonus.

Uvećana zarada

15.10. Poslodavac će isplatiti uvećanu zaradu Zaposlenom i to ukoliko Poslodavac odlukom odredi:

15.10.1. rad na dan praznika koji je neradni dan –110% od Osnovne zarade Zaposlenog;

15.10.2. za rad noću, samo ukoliko takav rad nije vrednovan Ugovorom radu kroz Osnovnu zaradu – 26% od Osnovne zarade Zaposlenog;

15.10.3. prekovremeni rad – 26% od Osnovne zarade Zaposlenog;

15.10.4. po osnovu vremena provedenog na radu za svaku punu godinu rada ostvarenu u radnom odnosu kod poslodavca (dalje: „Minuli rad“) – 0,4% od Osnovne zarade Zaposlenog biće isplaćeno Zaposlenom, na mesečnom nivou. U prvoj godini radnog odnosa kod

15.8. The Employee shall have the right on the salary for standard work performance and full working hours, namely the stipulated working hours (if part-time working hours are stipulated) in the amount of Base Salary determined in accordance with Paragraph 15.3. hereof.

15.9. The employer may, by special decision, decide to pay the employee a bonus.

Increased salary

15.10. the Employer will pay increased salary to the Employee, and in particular if the Employer determines:

15.10.1. for work on the day of holiday which is a non-working day – 110% of the Employee's Base Salary;

15.10.2. for work at night, only if by the Employment Contract such work is not valued through the base salary – 26% of the Employee's Base Salary will be paid to the Employee;

15.10.3. overtime work – 26% from the Employee's Base Salary will be paid to the Employee;

15.10.4. based on the time spent at work for each full year of work realized during employment with the Employer (hereinafter: Seniority Pay) – 0.4% of the Employee's Base Salary will be paid to the Employee on monthly level. During the first year of employment with the Employee will not be entitled

Poslodavca Zaposleni nema pravo na uvećanje zarade po osnovu minulog rada.

to the salary increase based on the Seniority Pay.

Naknada troškova

Remuneration of Costs

15.11. Zaposleni ima pravo na naknadu zarade za troškove prevoza za dolazak i odlazak sa rada u visini mesečne karte u javnom saobraćaju, a prema prijavljenoj adresi na dan zaključenja ugovora o radu. Kasnija promena adrese ne obavezuje Poslodavca da Zaposlenom poveća iznos naknade troškova prevoza.

15.11. An employee is entitled to reimbursement of transportation costs to and from work in the amount of monthly ticket on public transportation, according to the reported address on the date of entering of the Employment Contract. Later change of address does not bind the Employer to raise the Employee's remuneration for the costs of transportation.

15.12. Naknada troškova iz stava 15.11. se isplaćuje za dane provedene na radu.

15.12. Reimbursement of costs referred to in Paragraph 15.11. shall be paid to Employees for the days spent at work.

15.13. Zaposleni ima pravo na naknadu troškova za službeni put u zemlji i službeni put u inostranstvo u skladu sa odredbama posebnog pravilnika odnosno posebne odluke kod Poslodavca, koji uređuje troškove službenog puta.

15.13. Employees are entitled to reimbursement of costs for business trip in the country and abroad in compliance with the provisions of Employer's decision or rulebook which regulates business trip costs.

15.14. Zaposleni ima pravo na isplatu naknade za regres za korišćenje godišnjeg odmora, u iznosu od 200 dinara.

15.14. Employees are entitled to annual leave allowance for utilization of holiday days in the amount of RSD 200 gross, per month.

15.15. Zaposlenima koji imaju pravo na minimum 20 dana godišnjeg odmora i koji koriste to pravo kod Poslodavca isplaćuje se puna naknada regresa. Zaposleni koji imaju pravo na manje od 20 dana godišnjeg odmora, a koji to pravo ostvaruju kod Poslodavca, kao i Zaposleni koji ne iskoriste pun godišnji odmor, imaju pravo na srazmernu visinu naknade regresa.

15.15. The full amount of holiday allowance is paid to employees who are entitled to the annual leave of minimum 20 working days, and who use this right with the Employer. Employees who are entitled to annual leave shorter than 20 working days, and who use this right with the Employer, as well as employees who do not take full annual leave with their respective Employer

are entitled to a proportional amount of the holiday allowance.

15.16. Zaposleni koji ne iskoriste pravo na godišnji odmor nemaju prava na naknadu za godišnji odmor.

15.16. Employees who do not use their right to annual holiday are not entitled to holiday allowance.

15.17. Zaposlenim ima pravo na naknadu troškova za ishranu u toku rada, na mesečnom nivou u visini od 100 dinara, ako Poslodavac ovo pravo nije obezbedio na drugi način.

15.17. The employee has the right to reimbursement of expenses for meals during work, on a monthly basis in the amount of RSD 100, if the Employer has not provided this right in another way.

15.18. Poslodavac je dužan da, u slučaju smrti Zaposlenog ili člana njegove uže porodice (bračni drug i deca Zaposlenog), isplati porodici, odnosno Zaposlenom naknadu troškova pogrebnih usluga, a najviše do maksimalnog neoporezivog iznosa, prema priloženom računu za nastale troškove.

15.18. In the event of the death of the Employee or a member of his immediate family (spouse and children of the Employee), the Employer is obliged to pay the family, i.e. the Employee, compensation for the costs of funeral services, up to the maximum non-taxable amount, according to the attached invoice for the incurred expenses.

Naknada zarade

Salary remuneration

15.19. Zaposleni ima pravo na naknadu zarade u visini prosečne zarade u prethodnih 12 meseci, u skladu sa Ugovorom o radu, za vreme odsustvovanja sa rada na dan praznika koji je neradni dan, godišnjeg odmora, plaćenog odsustva, vojne vežbe i odazivanja na poziv državnog organa.

15.19. The Employee is entitled to salary remuneration at the level of average salary in the past 12 months, in accordance with the Employment Contract during the time of absence from work on a holiday that is a non-working day, annual vacation, paid leave, military drill and responding to summons from state authority.

15.20. Zaposleni ima pravo na naknadu zarade za vreme odsustvovanja sa rada zbog privremene sprečenosti za rad (bolovanje) do 30 (trideset) dana, i to:

15.20. The Employee is entitled to remuneration of salary for the time of absence from work due to being temporarily prevented to work (sick leave) up to 30 (thirty) days, as follows:

15.20.1. u visini 65% prosečne zarade u prethodnih 12 meseci pre

15.20.1. 65% of the average salary in the past 12 months before the

meseca u kojem je nastupila privremena sprečenost za rad, s tim da ne može biti niža od minimalne zarade utvrđene u skladu sa zakonom, ako je sprečenost za rad prouzrokovana bolešću ili povredom van rada, ako zakonom nije drukčije određeno;

15.20.2. u visini 100% prosečne zarade u prethodnih 12 meseci pre meseca u kojem je nastupila privremena sprečenost za rad, s tim da ne može biti niža od minimalne zarade utvrđene u skladu sa zakonom, ako je sprečenost za rad prouzrokovana povredom na radu ili profesionalnom bolešću, ako zakonom nije drukčije određeno.

15.21. Zaposleni ima pravo na naknadu zarade najmanje u visini 60% prosečne zarade u prethodnih 12 meseci, s tim da ne može biti manja od minimalne zarade utvrđene u skladu sa zakonom, za vreme prekida rada, odnosno smanjenja obima rada do kojeg je došlo bez krivice Zaposlenog, najduže 45 radnih dana u kalendarskoj godini. Izuzetno, u slučaju prekida rada, odnosno smanjenja obima rada koje zahteva duže odsustvo, Poslodavac može, uz prethodnu saglasnost ministra, uputiti Zaposlenog na odsustvo duže od 45 radnih dana, uz napred navedenu naknadu zarade.

month in which the Employee is prevented from working, whereas this cannot be lower than the minimum salary defined in accordance with the law, if being prevented to work is caused by illness or injury outside work, unless stipulated otherwise by the law;

15.20.2. 100% of the average salary in the past 12 months before the month in which the Employee is prevented from working, whereas this cannot be lower than the minimum salary defined in accordance with the law, if impediment for work is caused by injury at work or occupational disease, unless stipulated otherwise by the law.

15.21. The Employee is entitled to remuneration of salary of minimum 60% of average salary in the past 12 months, whereas this cannot be less than the minimum salary defined in accordance with the Law, during the suspension of work resulting from a fault not attributable to the Employee, for a maximum of 45 (forty-five) working days in a calendar year. Exceptionally, in the case of suspension of work, namely, reduction of the scope of work that requires a longer leave, the Employer may, with the previous consent of the Minister, send the Employee to a leave longer than 45 working days, with salary remuneration as stated above.

15.22. Zaposleni ima pravo na naknadu zarade za sate provedene na profesionalnom usavršavanju, obukama i treninzima koje organizuje Poslodavac u skladu sa Zakonom, u visini 100% prosečne zarade u prethodnih 12 meseci, s tim da ne može biti niža od minimalne zarade utvrđene u skladu sa zakonom.

Obračun zarade i naknade zarade

15.23. Zaposlenima se zarada isplaćuje jednom u mesecu i to najkasnije do 30. dana u mesecu za zaradu ostvarenu u prethodnom kalendarskom mesecu.

15.24. Poslodavac je dužan da svakog meseca uz isplatu zarade dostavi Zaposlenom obračun zarade.

15.25. Poslodavac je dužan da vodi mesečnu evidenciju o zaradi i naknadi zarade, za svakog Zaposlenog. Evidencija sadrži podatke o zaradi, zaradi po odbitku poreza i doprinosa iz zarade i odbicima od zarade, za svakog zaposlenog. Evidenciju potpisuje Direktor ili Ovlašćeno Lice.

Zaštita zarade i naknade zarade

15.26. Poslodavac može da naplati svoje novčano potraživanje prema Zaposlenom obustavljanjem od njegove zarade, ali samo na osnovu pravosnažne odluke suda, u slučajevima utvrđenim zakonom ili uz pristanak Zaposlenog. Na osnovu pravosnažne odluke suda i u slučajevima utvrđenim zakonom

15.22. The Employee is entitled to a salary remuneration for hours spent in vocational training, qualification upgrading and retraining by the Employer in accordance with the Law, at the level of 100% of average salary in the past 12 months, whereas this cannot be lower than the minimum salary defined in accordance with the law.

Calculation of Salary and Salary Remuneration

15.23. Employees will have their salary paid once a month, at the latest by the 30 day of the month for the salary earned in the previous calendar month.

15.24. The Employer is obliged to submit the pay slip to the Employee each month.

15.25. The Employer is obliged to keep monthly records of salary and salary remuneration for each Employee. The records contain data on the salary, salary upon tax deductions and contributions from salary and withholdings from salary for each Employee. The records are signed by the Director or Authorized Person.

Protection of Salary and Salary Remuneration

15.26. The Employer can collect outstanding debt from the Employee by withholding from his/her salary, but only based on effective court decision, in cases defined by the law or with Employee's consent. The Employer can withhold from the Employee's salary based on the effective court decision and in cases defined by the law maximum up

Poslodavac može zaposlenom da obustavi od zarade najviše do jedne trećine zarade, odnosno naknade zarade, ako zakonom nije drukčije određeno.

to one third of the salary, namely, salary remuneration, unless stipulated otherwise by the law.

16. Naknada štete

16. Damages

16.1. Zaposleni je odgovoran za štetu koju na radu ili u vezi sa radom, namerno ili krajnjom nepažnjom prouzrokuje Poslodavcu, a ukoliko Zaposleni pretrpi povredu ili štetu na radu ili u vezi sa radom, Poslodavac je dužan da mu nadoknadi štetu, u skladu sa zakonom.

16.1. The Employee is liable for damage caused to the Employer at work or related to work, intentionally or by extreme negligence, and if the Employee suffers injury or damage at work or related to work, the Employer is obliged to indemnify the damage in accordance with the law.

16.2. Direktor ili Ovlašćeno lice utvrđuju postojanje štete, njenu visinu, okolnosti pod kojima je nastala, ko je štetu prouzrokovao i kako se nadoknađuje.

16.2. The Director or Authorized Person shall determine the existence of damage, its scope, circumstances under which it had occurred, who caused the damage and how it shall be indemnified.

17. Izmena ugovorenih uslova rada

17. Change of Employment Terms

17.1. Poslodavac može da ponudi zaposlenom izmenu ugovorenih uslova rada (dalje: „Aneks ugovora“):

17.1. The Employer can offer change of employment terms to the Employer (hereinafter “Annex to the Contract”):

17.1.1. radi premeštaja na drugi odgovarajući posao (za čije se obavljanje zahteva ista vrsta i stepen stručne sprema koji su utvrđeni Ugovorom o radu), zbog potreba procesa i organizacije rada;

17.1.1. due to reassignment to another appropriate job (the performance of which requires the same type and level of professional qualifications defined by the Employment Contract) because of the requirements of the work process and organization;

17.1.2. radi premeštaja u drugo mesto rada kod istog poslodavca, u skladu sa zakonom;

17.1.2. due to reassignment to another place of work with the same Employer, in accordance with the law;

- | | |
|---|--|
| 17.1.4. radi upućivanja na rad na odgovarajući posao kod drugog poslodavca, u skladu sa zakonom zakona; | 17.1.3. due to reassignment to an appropriate work with another employer in accordance with the law |
| 17.1.5. ako je zaposlenom koji je višak obezbedio ostvarivanje prava iz člana 155. stav 1. tačka 5) Zakona o radu; | 17.1.4. if the redundant employee is enabled to exercise the rights referred to under Article 155, para 1, Item 5) of the Law; |
| 17.1.6. radi promene elemenata za utvrđivanje osnovne zarade, radnog učinka, naknade zarade, uvećane zarade i drugih primanja zaposlenog koji su sadržani u ugovoru o radu u skladu sa članom 33. stav 1. tačka 11) Zakona o radu; | 17.1.5. due to change of the elements for determining the base salary, performance, salary remuneration, increased salary and other receivables of the Employee contained in the Employment Contract in accordance with Article 33, para 1, Item 11) of the Law; |
| 17.1.7. U slučaju promene naziva i-ili opisa poslova za koje ja zaključen Ugovor o radu, u skladu sa promenama utvrđenim Pravilnikom sistematizaciji; | 17.1.6. in case of change of a name and/or description of jobs for which the Employment Contract is signed, in accordance with changes determined by the Rulebook on internal organization and systematization of job positions; |
| 17.1.8. u drugim slučajevima utvrđenim zakonom, Poslodavčevim opštim aktom i Ugovorom o radu. | 17.1.7. in other cases, stipulated by the law, the Employer's general act and the Employment Contract. |
| 17.2. Uz Aneks ugovora Poslodavac je dužan da Zaposlenom dostavi pisano obaveštenje koje sadrži: razloge za ponuđeni Aneks ugovora, rok u kome Zaposleni treba da se izjasni koji ne može biti kraći od osam radnih dana i pravne posledice koje mogu da nastanu nepotpisivanjem aneksa ugovora. Ako Zaposleni potpiše Aneks ugovora u ostavljenom roku, zadržava | 17.2. The Employer is obliged to provide to the Employee a written notification accompanying the Annex containing: reasons for the offered Annex, term within which the Employee needs to declare his/her position, which cannot be less than 8 (eight) working days and legal consequences that might ensue by failure to sign the Annex to the Contract. If the Employee signs the |

pravo da pred nadležnim sudom osporava zakonitost tog aneksa. Zaposleni koji odbije ponudu Aneksa ugovora u ostavljenom roku, zadržava pravo da u sudskom postupku povodom otkaza Ugovora o radu u smislu člana 179 stav 5 tačka 2) Zakona o radu, osporava zakonitost Aneksa ugovora. Smatra se da je Zaposleni odbio ponudu Aneksa ugovora ako ne potpiše Aneks ugovora u roku navedenom u ovom članu.

Annex within the provided term, he/she retains the right to dispute the legality of the Annex before the competent court. The Employee that refuses the offered Annex within the set term, retains the right to dispute the legality of the Annex in court proceedings with respect to cancellation of the Employment Contract pursuant to Clause 179 para 5 Item 2) of the Law. The Employee shall be deemed to have refused the offered Annex to the Contract if he/she fails to sign the Annex within the term provided herein.

17.3. Izmena Podataka o ličnosti o Zaposlenom i podataka o Poslodavcu i drugih podataka kojima se ne menjaju uslovi rada može da se konstatuje aneksom ugovora, na osnovu odgovarajuće dokumentacije, bez sprovođenja postupka za ponudu Aneksa ugovora, u smislu člana 17.2 iznad.

17.3. Change of Employee's Personal Data and other data changing the terms and conditions of work can be established in an Annex to the Contract, based on respective documentation, without conducting the procedure of offering an Annex to the Contract pursuant to Clause 17.2 above.

17.4. Ugovor o radu sa aneksima koji su sastavni deo tog Ugovora o radu mogu da se zamene prečišćenim tekstom Ugovora o radu, koji potpisuju Poslodavac i Zaposleni.

17.4. The Employment Contract with annexes making an integral part of that Employment Contract may be replaced by revised wording of the Employment Contract signed by the Employer and the Employee.

17.5. Ako je potrebno da se određeni posao izvrši bez odlaganja, Zaposleni može biti privremeno premešten na druge odgovarajuće poslove na osnovu rešenja, bez ponude Aneksa ugovora, a najduže 45 radnih dana u periodu od 12 meseci (Privremeni premeštaj). U slučaju Privremenog premeštaja, Zaposleni zadržava osnovnu zaradu utvrđenu za posao sa koga se premešta ako je to povoljnije za Zaposlenog. Odredbe o Privremenom premeštaju ne primenjuju se u slučaju

17.5. If necessary, to perform a certain job without any delay, the Employee may be temporarily reassigned to other appropriate jobs based on a decision, without an offered Annex to the Contract, for a maximum of 45 (forty-five) working days within a 12 months' period (Temporary Reassignment). In case of Temporary Reassignment, the Employee shall retain the base salary defined for the job from which he/she was reassigned, if this is more favourable for the Employee. The

kada se premeštaj izvršava na inicijativu Zaposlenog, u kom slučaju će se zaključiti Aneks ugovora, u skladu sa članom 17.1-17.2 iznad.

provisions on Temporary Reassignment do not apply in case the reassignment is made on Employee's initiative, in which case an Annex to the Contract shall be entered pursuant to Clause 17.1-17.2 above.

17.6. Zaposleni može da bude premešten u drugo mesto rada:

17.6. The Employee may be reassigned to another place of work:

17.6.1. ako je delatnost Poslodavca takve prirode da se rad obavlja u mestima van sedišta Poslodavca, odnosno njegovog organizacionog dela;

17.6.1. if the Employer's activity is of such a nature that work is performed outside the place of registered office of the Employer, namely, its organizational part;

17.6.2. ako je udaljenost od mesta u kome Zaposleni radi do mesta u koje se premešta na rad manja od 50 km i ako je organizovan redovan prevoz koji omogućava blagovremeni dolazak na rad i povratak sa rada i obezbeđena naknada troškova prevoza u visini cene prevozne karte u javnom saobraćaju.

17.6.2. if the distance from the place at which the Employee is working to the place of his/her reassignment is less than 50 km and if regular transportation is organized which enables timely arrival at work and return from work, and remuneration of the costs of transportation is provided at the level of fare in public transportation;

17.6.3. u drugim slučajevima, ali samo uz pristanak Zaposlenog.

17.6.3. In other cases, but only with the Employee's consent.

17.7. Zaposleni može da bude privremeno upućen na rad kod drugog poslodavca na odgovarajući posao dok traju razlozi za njegovo upućivanje, a najduže godinu dana. Zaposleni može, uz svoju saglasnost, napred navedenim slučajevima i u drugim slučajevima utvrđenim opštim aktom ili ugovorom o radu, da bude privremeno upućen na rad kod drugog poslodavca i duže od godinu dana, dok traju razlozi za

17.7. The Employee can be temporarily assigned to work with another employer on an appropriate job for his/her assignment prevail, but maximum for a period of 1 (one) year. The Employee can be temporarily assigned, with his/her consent, in the above cases and in other cases foreseen by the bylaws or Employment Contract, to work with another employer for a period longer than 1

njegovo upućivanje. Zaposleni može da bude privremeno upućen kod drugog poslodavca u drugo mesto rada ako su ispunjeni zakonski uslovi. Zaposleni sa poslodavcem kod koga je upućen na rad zaključuje ugovor o radu na određeno vreme. Po isteku roka na koji je upućen na rad kod drugog poslodavca zaposleni ima pravo da se vrati na rad kod Poslodavca.

(one) year, as long as reasons for his/her assignment prevail. The Employee can be temporarily assigned to another employer at another place of work if the respective legal requirements are fulfilled. The Employee shall enter with the employer to which it was assigned a part-time employment contract. Upon expiration of the term for which it was assigned to work with another employer, the Employee is entitled to return to work with the Employer.

18. Udaljenje sa rada

18. Suspension from work

Zaposleni može da se privremeno udalji sa rada u slučajevima predviđenim Zakonom, kao i ako se tereti za povredu radne obaveze ili nepoštovanje radne discipline kojom se ugrožava imovina veće vrednosti kod Poslodavca (višu od 50 000 dinara).

The Employee can temporarily be removed from work in cases foreseen by the Law, as well as if charged with violation of work obligation or failure to observe the work discipline which jeopardizes property of great value at the Employer's (above 50 000 RSD)

19. Prestanak radnog odnosa; Disciplinske mere

19. Termination of Employment; Disciplinary Measures

19.1. Radni odnos prestaje:

19.1. The employment shall cease:

19.1.1. istekom roka za koji je zasnovan;

19.1.1. upon expiration of the term for which it was established;

19.1.2. kad Zaposleni navrši 65 godina života i najmanje 15 godina staža osiguranja, ako se Poslodavac i Zaposleni drukčije ne sporazumeju;

19.1.2. when the Employee reaches 65 years and has at least 15 years of pensionable service, unless the Employer and the Employee agree otherwise;

19.1.3. sporazumom između Zaposlenog i Poslodavca;

19.1.3. by agreement between the Employee and the Employer;

19.1.4. otkazom Ugovora o radu od strane Poslodavca ili Zaposlenog;

19.1.4. on termination of Employment Contract by the Employer or the Employee;

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| 19.1.5. na zahtev roditelja ili staratelja Zaposlenog mlađeg od 18 godina života; | 19.1.5. on request of parent or guardian of the Employee below the age of 18; |
| 19.1.6. smrću Zaposlenog; | 19.1.6. with the death of the Employee; |
| 19.1.7. u drugim slučajevima utvrđenim Zakonom. | 19.1.7. in other cases, defined by the Law. |
| 19.2. Zaposlenom prestaje radni odnos nezavisno od njegove volje i volje Poslodavca: | 19.2. The Employee's employment shall cease irrespective of its will or will of the Employer: |
| 19.2.1. ako je na način propisan zakonom utvrđeno da je kod Zaposlenog došlo do gubitka radne sposobnosti – danom dostavljanja pravnosnažnog rešenja o utvrđivanju gubitka radne sposobnosti; | 19.2.1. if determined in the manner stipulated by the law that the Employee has lost his/her capacity to work – on the date of delivery of effective decision on determining the loss of work capacity; |
| 19.2.2. ako mu je, po odredbama zakona, odnosno pravnosnažnoj odluci suda ili drugog organa, zabranjeno da obavlja određene poslove, a ne može da mu se obezbedi obavljanje drugih poslova – danom dostavljanja pravnosnažne odluke; | 19.2.2. if forbidden, according to the provisions of the law, namely, effective decision passed by the court or other entity, to perform specific jobs and cannot be provided performance of other jobs – on the date of delivery of effective decision |
| 19.2.3. ako zbog izdržavanja kazne zatvora mora da bude odsutan sa rada u trajanju dužem od šest meseci – danom stupanja na izdržavanje kazne; | 19.2.3. if the Employee has to be absent from work because of serving jail time lasting longer than 6 (six) months – on the date of commencement of serving jail time; |
| 19.2.4. ako mu je izrečena mera bezbednosti, vaspitna ili zaštitna mera u trajanju dužem od šest meseci i zbog toga mora da bude odsutan sa rada | 19.2.4. if delivered a safety, correctional or protective measure lasting longer than 6 (six) months and accordingly has to be absent from work – |

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| <p>– danom početka primenjivanja te mere;</p> | <p>on the date of commencement of implementation of that measures;</p> |
| <p>19.2.5. u slučaju prestanka rada poslodavca, u skladu sa zakonom.</p> | <p>19.2.5. in case of termination of Employer's work, in accordance with the law.</p> |
| <p>19.3. Radni odnos može da prestane na osnovu pisanog sporazuma Poslodavca i Zaposlenog. Poslodavac je dužan da Zaposlenog pisanim putem obavesti o posledicama do kojih dolazi u ostvarivanju prava za slučaj nezaposlenosti.</p> | <p>19.3. Employment may cease on the basis of written agreement between the Employer and the Employee. The Employer is obliged to inform the Employee in writing about the consequences of exercising the right in case of unemployment.</p> |
| <p>19.4. Poslodavac može zaposlenom da otkáže ugovor o radu ako za to postoji opravdani razlog koji se odnosi na radnu sposobnost zaposlenog i njegovo ponašanje i to:</p> | <p>19.4. The Employer may cancel the Employment Contract if justified reason for it exists related to the Employee's capacity to work and his/her behaviour as follows:</p> |
| <p>19.4.1. ako ne ostvaruje rezultate rada ili nema potrebna znanja i sposobnosti za obavljanje poslova na kojima radi;</p> | <p>19.4.1. if the Employee does not achieve work results or lacks the necessary knowledge and ability to perform the job on which it works;</p> |
| <p>19.4.2. ako je pravnosnažno osuđen za krivično delo na radu ili u vezi sa radom;</p> | <p>19.4.2. if convicted by legally binding judgment for a criminal act at work or related to work;</p> |
| <p>19.4.3. ako se ne vrati na rad kod poslodavca u roku od 15 dana od dana isteka roka mirovanja radnog odnosa koji je predviđen zakonom, odnosno neplaćenog odsustva.</p> | <p>19.4.3. if he/she does not return to work with the Employer within 15 (fifteen) days from the date of expiration of the term of dormancy of employment foreseen by the law, namely, unpaid leave.</p> |
| <p>19.5. Poslodavac može da otkáže ugovor o radu zaposlenom koji svojom krivicom učini povredu radne obaveze i to:</p> | <p>19.5. The Employer may sever the Employment Contract with the Employee that has breached the work obligation, as follows:</p> |

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| 19.5.1. Neizvršavanje radnih obaveza, ili nesavesno, neblagovremeno ili nemarno izvršavanje radnih obaveza utvrđenih zakonom i Ugovorom o radu; | 19.5.1. Nonperforming of work duties, or negligent, untimely, or inadvertently performing the work duties determined by the law and by the Employment Contract; |
| 19.5.2. ako zloupotrebi položaj ili prekorači ovlašćenja; | 19.5.2. If she/he abuses his position or oversteps authority; |
| 19.5.3. odbijanje ili neopravdano neizvršavanje radnog naloga neposrednog rukovodioca, odnosno neblagovremeno ili nemarno izvršavanje radnog naloga neposrednog rukovodioca; | 19.5.3. Refusal or unjustifiable failure to perform the work ordered by the immediate supervisor, namely untimely or carelessly performance by the immediate supervisor; |
| 19.5.4. povreda zabrane konkurencije iz Ugovora o radu; | 19.5.4. Violation of the bar of competition determined by the Employment Contract; |
| 19.5.5. povreda obaveze lojalnosti prema Poslodavcu, iz Ugovora o radu; | 19.5.5. breach of duty of loyalty toward the Employer, determined the Employment Contract; |
| 19.5.6. povreda obaveze zabrane preuzimanja iz Ugovora o radu; | 19.5.6. breach of non-solicitation determined the Employment Contract; |
| 19.5.7. povreda obaveze čuvanja Poverljivih informacija, iz Ugovora o radu; | 19.5.7. breach of duty of keeping Business Secret determined the Employment Contract; |
| 19.5.8. neovlašćena posluga ili neovlašćena upotreba sredstava poverenih Zaposlenom za izvršavanje poslova (korišćenje kancelarijskog materijala, pečata, memoranduma, garancija, overenih akata, računara, uređaja, vozila itd.); | 19.5.8. Unauthorized service or unauthorized use of assets entrusted to the Employee to perform tasks (use of office supplies, stamps, letterheads, warranty, certified documents, computers, appliances, vehicles etc.); |

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| 19.5.9. nepropisno, nestručno ili obavljanje poslova van utvrđenih procedura, kojim se Poslodavcu nanosi šteta; | 19.5.9. Improper, unprofessional conduct or activities outside the established procedures, which are harmful to the Company; |
| 19.5.10. neovlašćeno potpisivanje zvaničnih dokumenata Poslodavca. | 19.5.10. Unauthorized signing of official documents of the Employer. |
| 19.6. Poslodavac može da otkáže ugovor o radu Zaposlenom koji ne poštuje radnu disciplinu, i to: | 19.6. The Employer may cancel the Employment Contract to the Employee who does not obey work discipline, as follows: |
| 19.6.1. Davanje netačnih i/ili nepotpunih podataka prilikom zasnivanja radnog odnosa, a koji su od značaja za prava, obaveze i odgovornosti iz radnog odnosa (naročito podataka o identitetu, vrsti i stepenu stručne spreme, adresi stvarnog boravišta, stečenim diplomama, veštinama i znanjima za obavljanje poslova); | 19.6.1. Incorrect and/or incomplete data when entering employment relationship, which are relevant to the rights, obligations and responsibilities arising from employment (such as: identity data, type and level of education, address of real residence, acquired diplomas, skills and knowledge required for work); |
| 19.6.2. Netačna evidencija radnog vremena ili netačno prikazivanje rezultata rada; | 19.6.2. Incorrect time attendance or presentation of the results of the work; |
| 19.6.3. Ako neopravdano izostane sa rada jedan ili više radnih dana, bez opravdanog razloga; | 19.6.3. If the Employee is unjustifiably absent from work for one or more working days, without justifiable reason; |
| 19.6.4. Ako neopravdano kasni na rad; | 19.6.4. Unreasonably late for work; |
| 19.6.5. Ako neopravdano napusti rad u toku radnog vremena, bilo da radi u prostorijama Poslodavca bilo da radi od | 19.6.5. If he/she leaves the work during working hours, irrespective whether he/she works in the business |

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| <p>kuće odnosno na daljinu i/ili ako je Zaposleni neopravdano nedostupan za rad i za komunikaciju nadređenom rukovodiocu i/ili kolegama, u toku radnog vremena;</p> | <p>premises of the Employer or he/she works from home or remotely, namely if he/she is unjustifiably unavailable for work and communication to the supervising manager and/or to the colleagues, during the working hours;</p> |
| <p>19.6.6. Ako neopravdano napusti rad pre isteka radnog vremena;</p> | <p>19.6.6. If he/she leaves the work before the expiration of working hours;</p> |
| <p>19.6.7. Ako svojim ponašanjem, komentarima, korespondencijom ili na drugi način ometa druge Zaposlene u procesu rada;</p> | <p>19.6.7. If his/her behaviour, comments, correspondence or otherwise interfere with the other Employees in the work process;</p> |
| <p>19.6.8. Zbog dolaska na rad pod dejstvom alkohola ili drugih opojnih sredstava, odnosno upotrebe alkohola ili drugih opojnih sredstava u toku radnog vremena;</p> | <p>19.6.8. If comes to work under the influence of alcohol or other intoxicating substances, or uses alcohol or other intoxicating substances during working hours;</p> |
| <p>19.6.9. Ako Poslodavcu ne dostavi potvrdu o privremenoj sprečenosti za rad, u skladu sa Zakonom;</p> | <p>19.6.9. If he does not submit a certificate of temporary incapacity for work;</p> |
| <p>19.6.10. Ako Zaposleni koji radi na poslovima sa povećanim rizikom, na kojima je kao poseban uslov za rad utvrđena posebna zdravstvena sposobnost, odbije da bude podvrgnut oceni zdravstvene sposobnosti;</p> | <p>19.6.10. If the Employee works in jobs with higher risk, for which a specific health condition is a special requirement for work, refuses to undergo a health condition test;</p> |
| <p>19.6.11. Ako se uvredljivo ili nedostojno se ophodi prema neposrednom rukovodiocu,</p> | <p>19.6.11. If the offensive or unworthy treat the immediate superior, another Employee or third parties during the work;</p> |

drugom Zaposlenom ili trećim licima u vreme rada

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| 19.6.12. Ako izazove ili učestvuje u verbalnom konfliktu koji može da dovede do narušavanja međuljudskih odnosa u Društvu; | 19.6.12. If she/he creates or participates in verbal conflict that can lead to distortions of interpersonal relationships within the Company; |
| 19.6.13. Ako učestvuje u fizičkom obračunu na radnom mestu; | 19.6.13. If he participates in a physical fight in the workplace; |
| 19.6.14. Ako ne poštuje pravila zabrane upotrebe duvanskog dima; | 19.6.14. If he does not respect the ban on smoking; |
| 19.6.15. Ako zloupotrebi evidencionu karticu kojima se registruje dolazak i odlazak sa rada, kao i izlasci u toku rada. | 19.6.15. If abuses an ID card that registers the arrival and departure from work and during workouts; |
| 19.6.16. Podnošenje netačnih obračuna troškova i netačnih podataka koji su od značaja za obračun zarade, naknade zarade i drugih primanja iz radnog odnosa; | 19.6.16. Submission of inaccurate cost accounting and inaccurate information which are important for the calculation of salary, salary remuneration and other earnings from employment; |
| 19.6.17. Onemogućavanje drugog zaposlenog da ostvari prava iz radnog odnosa; | 19.6.17. Disabling another Employee to exercise rights from employment; |
| 19.6.18. Neprijavlivanje ili prikrivanje izvršene povrede radne obaveze ili krivičnog dela učinjenog na radu ili u vezi sa radom; | 19.6.18. Covering up or failure to report the violation of work duty or criminal acts committed at work or in connection with work; |
| 19.6.19. Ometanje jednog ili više Zaposlenih u procesu rada kojim se otežava njihovo izvršavanje posla; | 19.6.19. Obstruction of one or more Employees in the work process that hinders their performance; |

- 19.6.20. Iznošenje radnih dokumenata iz prostorija Poslodavca, u elektronskoj ili štampanoj formi, i to pre svih, ali bez ograničenja na vrstu dokumenta, onih dokumenata koje je Zaposleni sam izradio izvršavajući svoje radne zadatke, kao i dokumenata koje je Zaposleni prikupio u radu sa klijentima i poslovnim partnerima Poslodavca;
- 19.6.20. The removal of working documents from the Employer's premises, in electronic or printed form, and above all, but not limited to the type of document, those documents that Employee had made himself/herself during the execution of his duties, as well as documents that Employee has accumulated in working with customers and business partners of the Employer;
- 19.6.21. Preuzimanje, presnimavanje, kopiranje i brisanje službenih podataka sa bilo kog i svih računara;
- 19.6.21. Downloading, ripping, copying, and deleting of official data from any all the computers;
- 19.6.22. Sprečavanje ovlašćenog lica Poslodavca u vršenju interne kontrole;
- 19.6.22. Prevent the authorized person in the exercise of the internal control;
- 19.6.23. Pronevera ili krađa na radu ili u vezi sa radom;
- 19.6.23. Misappropriation or theft in the workplace or in connection with work;
- 19.6.24. Propuštanje da prilikom prethodnog i periodičnog lekarskog pregleda da nadležnoj službi medicine rada informaciju o postojanju bilo kog zdravstvenog problema koji utiče ili bi mogao da utiče na obavljanje poslova ugovorenih Ugovorom o radu;
- 19.6.24. Failure to give information to a competent health service during periodical medical check-ups about any health issue that may affect or would affect performance for jobs agreed by employment contract;
- 19.6.25. Samopovređivanje na radu i/ili namerno stvaranje privida da se desila povreda na radu krivicom Poslodavca (a zapravo je reč o samopovređivanju i/ili o
- 19.6.25. Self-injury at work and/or intention to create an illusion that an injury at work occurred due to Employer's fault (whereas it is an actual self-injury and/or accident which

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| nezgodi na radu koja nije nastala krivicom ili nepažnjom poslodavca); | did not occur due to Employer's fault or negligence); |
| 19.6.26. Propuštanje da se nadređenom rukovodiocu u pisanoj formi podnese zahtev za zaduženje / zamenu zaštitne opreme, za slučaj da ista nije već blagovremeno dostavljena zaposlenom; | 19.6.26. Failure to notify a superior in writing about borrowing/change of protective equipment in case when equipment had not been given previously to the Employee; |
| 19.6.27. Neovlašćeno isticanje, objavljivanje dopisa ili drugih pisama na oglasnim tablama Poslodavca; | 19.6.27. Unauthorized disclosure, publication of letters or other letters on the employer's notice boards; |
| 19.6.28. Iznošenje putem društvenih mreža i/ili medija neistinitih informacija o Poslodavcu, kao i iznošenje poverljivih informacija o poslovnom procesu, rezultatima Poslodavca koje mogu naneti štetu Poslodavcu. | 19.6.28. Publishing false information about the Employer through the social networks and / or the media, as well as providing confidential information about the business process, the results of the Employer and / or other information that can create damage to the Employer; |
| 19.6.29. Direktno ili indirektno odavanje ili činjenje dostupnim trećim licima informacija od značaja za poslovanje Društva, uključujući i informacije koje predstavljaju Poslovnu tajnu, ili preduzimanje drugih radnji kojim se nanosi šteta Društvu ili kojima bi se mogla naneti šteta Društvu; | 19.6.29. Directly or indirectly disclosing or making available to third parties' information of importance to the Company, including information which are considered as Business Secret, or taking other actions which are harmful to the Company or that could cause damage to the Company; |
| 19.6.30. Povreda propisa o bezbednosti i zdravlja na radu Zaposlenih i postupanja suprotna Pravilniku o bezbednosti i zdravlju na radu. | 19.6.30. Violation of regulations on safety and health at work of Employees and conduct contrary to the Regulations on Safety and Health at Work; |

19.7. Poslodavac može Zaposlenog da uputi na odgovarajuću analizu u ovlašćenu zdravstvenu ustanovu koju odredi Poslodavac, o svom trošku, radi utvrđivanja okolnosti iz stava 1 tačke 19.6.9. i 19.6.10. ovog člana ili da utvrdi postojanje navedenih okolnosti na drugi način u skladu sa opštim aktom. Odbijanje Zaposlenog da se odazove na poziv Poslodavca da izvrši analizu smatra se nepoštovanjem radne discipline u smislu stava 19.6. ovog člana.

19.8. Poslodavac je dužan da utvrdi činjenice i prikupi dokaze koji su u vezi sa povredom radne obaveze ili nepoštovanjem radne discipline od strane Zaposlenog. U cilju utvrđivanja da li su se stekli uslovi za otkaz Ugovora o radu, Poslodavac će Zaposlenom uputiti upozorenje u kome će navesti osnov za mogućnost davanja otkaza, činjenice i dokaze koji ukazuju na to da su se stekli uslovi za otkaz i ostaviti mu rok od najmanje 8 (osam) dana da se izjasni na navode iz upozorenja.

19.9. Poslodavac može Zaposlenom iz člana 19.4.1. ovog Pravilnika da otkáže Ugovor o radu ili izrekne neku od mera iz člana 19.12, ako mu je prethodno dao pisano obaveštenje u vezi sa nedostacima u njegovom radu, uputstvima i primerenim rokom za poboljšanje rada, a zaposleni ne poboljša rad u ostavljenom roku.

19.7. The Employer can send an Employee to the appropriate analysis to an authorized medical institution designated by the Employer, at his own expense, in order to determine the circumstances stated in the 19.6.9. and 19.6.10. hereof, or to determine the existence of these circumstances otherwise in accordance with the general act. The refusal of the Employee to respond to the call of the Employer to analyse shall be considered as a breach of work discipline within the meaning of this paragraph 19.6.

19.8. The Employer is obliged to determine facts and obtain evidence related to violation of work obligation and failure to observe work discipline by the Employee. In order to determine whether conditions are met to sever the Contract, the Employer shall send a warning (Warning) to the Employee, indicating the basis for the possibility of cancellation, facts and evidence indicating that conditions are met for cancellation and providing a term of at least 8 (eight) days to declare him/herself regarding the statements in the warning.

19.9. The Employer can sever the Employment Contract with the Employee referred to in Clause 19.4.1 or deliver some of the measures referred to in Clause 19.12. below, if having previously provided a written notification related to the deficiencies in Employee's work, instructions and appropriate term for improvement of work, and the employee fails to improve the work within the set term.

19.10. Zaposleni može da jednostrano otkáže Ugovor o radu, tako što će nadređenom rukovodiocu i rukovodiocu za ljudske resurse ili direktoru Poslodavca da dostavi pisano obaveštenje o otkazu Ugovora o radu, u kome će biti naznačen datum kada Zaposleni želi da mu prestane radni odnos, pri čemu je Zaposleni dužan da poštuje otkazni rok ugovoren Ugovorom o radu, koji iznosi

- a) minimalno 15 (petnaest),
- b) maksimalno 30 (trideset) dana.

Poslodavac može da oslobodi Zaposlenog obaveze da dolazi na rad u toku otkaznog roka. Ukoliko se Poslodavac i Zaposleni tako dogovore, oni mogu da, na inicijativu Zaposlenog, zaključe sporazumni prestanak radnog odnosa, u kom slučaju se primenjuju pravila iz člana 20.3. ovog Pravilnika.

19.11. Poslodavac može zaposlenom za povredu radne obaveze ili nepoštovanje radne discipline u smislu ovog Pravilnika, ako smatra da postoje olakšavajuće okolnosti ili da povreda radne obaveze, odnosno nepoštovanje radne discipline, nije takve prirode da Zaposlenom treba da prestane radni odnos, umesto otkaza ugovora o radu, izrekne jednu od sledećih mera:

19.11.1. privremeno udaljenje sa rada bez naknade zarade, u trajanju od jednog do 15 radnih dana;

19.11.2. novčanu kaznu u visini do 20% osnovne zarade

19.10. The Employee may unilaterally cancel the Employment Contract, by delivering to the supervising manager and HR manager a written notification on cancellation of the Employment Contract, which would specify the date on which the Employee wishes to get his employment terminated, whereby the Employee will be obliged to obey notice period stipulated by the Employment Contract, duration of which is minimum

- a) 15 (fifteen) days and maximum
- b) 30 (thirty) days.

The Employer may release the Employee from the obligation to come to work during the notice period. If the Employer and the Employee agree so, they may, on initiative of the Employee conclude a consensual termination of employment, in which case the terms set out in Paragraph 20.3. of this Rulebook shall apply.

19.11. For violation of work obligations or failure to observe the work discipline pursuant to this Rulebook, if it deems that there are mitigating circumstances or that the violation of work obligation, namely, failure to observe the work discipline is not of such a nature that the Employee's employment has to be terminated, the Employer may deliver to the Employee, instead of cancellation of Employment Contract, one of the following measures:

19.11.1. temporary suspension from work without salary remuneration, lasting from one to 15 (fifteen) working days;

19.11.2. fine of up to 20% of the Employee's base salary for the

zaposlenog za mesec u kome je novčana kazna izrečena, u trajanju do tri meseca, koja se izvršava obustavom od zarade, na osnovu rešenja poslodavca o izrečenoj meri;

month in which the pecuniary fine was delivered, lasting up to three months, which is performed by withholding from the salary, based on the Employer's decision on delivered measure;

19.11.3. opomenu sa najavom otkaza u kojoj se navodi da će poslodavac zaposlenom otkazati ugovor o radu bez ponovnog upozorenja, ako u narednom roku od šest meseci učini istu povredu radne obaveze ili nepoštovanje radne discipline.

19.11.3. Warning with announcement of cancellation stating that the Employer shall sever the Employee's Employment Contract, without repeating the warning, if the Employee commits the same violation of work obligation or fails to observe the work discipline within the next six months.

19.12. Ukoliko se po završetku postupka iz člana 19.8 iznad utvrdi da su se stekli razlozi za otkaz Ugovora o radu Zaposlenom, Poslodavac će doneti rešenje o otkazu Ugovora o radu. Rešenje o otkazu Ugovora o radu se donosi u pisanom obliku i obavezno sadrži obrazloženje i pouku o pravnom leku. Rešenje mora da se dostavi Zaposlenom lično, u prostorijama Poslodavca, odnosno na adresu prebivališta ili boravišta Zaposlenog. Ako Poslodavac nije mogao da Zaposlenom dostavi Rešenje lično ili na gore pomenutu adresu, dužan je da o tome sačini pisanu belešku, te da Rešenje zajedno sa pisanom beleškom objavi na oglasnoj tabli Poslodavca. Po isteku osam dana od dana objavljivanja Rešenja i beleške na oglasnoj tabli Poslodavca Rešenje se smatra dostavljenim Zaposlenom. Zaposlenom prestaje radni odnos danom dostavljanja rešenja, osim ako zakonom ili Rešenjem nije određen drugi rok.

19.12. If it is determined on completion of the procedure referred to in Clause 19.8 above, that reasons are fulfilled for cancellation of Employment Contract, the Employer shall pass a decision on cancellation of Employment Contract. The decision on cancellation of an Employment Contract is passed in writing and must contain the reasoning and precept on legal remedy (Decision). The Decision must be delivered to the Employee personally at the Employer's premises, namely to the permanent or temporary residential address of the Employee. If the Employer is unable to deliver the Decision to the Employee personally or to the above address, it is obliged to make a written memo thereon and publish the written memo on the Employer's noticeboard. Upon expiration of eight days from the date of publishing the Decision and memo on the Employer's bulletin board, the Decision shall be deemed delivered to the Employee. Employee's

employment shall cease on the date of delivery of the decision, unless the law or Decision set a different date.

19.13. Poslodavac je dužan da Zaposlenom, u slučaju prestanka radnog odnosa, isplati sve neisplaćene zarade, naknade zarade i druga primanja koja je Zaposleni ostvario do dana prestanka radnog odnosa u skladu sa Ugovorom o radu, ovim Pravilnikom i drugim opštim aktima Poslodavca. Poslodavac je dužan da izvrši navedenu isplatu zarade i naknade zarade najkasnije u roku od 30 dana od dana prestanka radnog odnosa.

19.13. The Employer is bound to pay to the Employee, in case of termination of employment, all unpaid salaries, salary remunerations and other receivables the Employee has realized from the date of termination of employment in accordance with the Employment Contract, this Rulebook and other Employer's bylaws. The Employer is obliged to make the subject payment of salary and salary remuneration within a maximum term of 30 (thirty) days from the date of termination of employment.

19.14. Za vreme trudnoće, porodijskog odsustva, odsustva sa rada radi nege deteta i odsustva sa rada radi posebne nege deteta Poslodavac ne može Zaposlenom da otkáže ugovor o radu, već se rok za koji je Zaposleni Ugovorom zasnovao radni odnos na određeno vreme produžava do isteka korišćenja prava na odsustvo, a u slučaju otkaza Ugovora o radu na neodređeno vreme Zaposlenom radni odnos prestaje tek nakon isteka napred navedenog odsustva. Rešenje o otkazu Ugovora o radu ništavo je ako je na dan donošenja rešenja o otkazu Ugovora o radu Poslodavcu bilo poznato postojanje napred navedenih okolnosti (trudnoća, porodijsko odsustvo, odsustvo radi nege deteta i posebne nege deteta).

19.14. The Employer cannot sever the Employee's Employment Contract during the period of pregnancy, maternity leave, absence from work to care for a child and absence for special care of a child, and the term for which the Employee has established permanent employment can be extended until the expiration of the right to use the leave, and in case of cancellation of permanent Employment Contract, the employment shall cease only after expiration of the above leave. The Decision on cancellation of Employment Contract is null and void if the Employer was aware on the date of passing the decision on cancellation of Employment Contract of the existence of the above circumstances (pregnancy, maternity leave, leave to take care of a child and special care of a child).

20. Stupanje Pravilnika na snagu

20. Entering of the Rulebook into force

20.1. Ovaj Pravilnik stupa na snagu u roku od 8 (osam) dana od dana objavljivanja na oglasnoj tabli ili na internom linku Poslodavca.

20.1. This Rulebook was enacted on This Rulebook will enter into effect within 8 (eight) days as of the day of announcement on the notice board or on the internal link of the Employer.

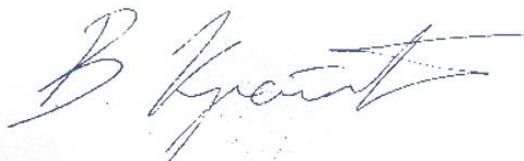
20.2. Poslodavac će ovaj Pravilnik, kao i sve njegove kasnije izmene i dopune i/ili prečišćene verzije objaviti na oglasnoj table kod Poslodavca kao i na linku <https://pravilnik.evi.rs>

20.2. The Employer shall publish this Rulebook, as well as its later amendments and supplements and/or revised version on the Employer's notice board as well as on the link <https://pravilnik.evi.rs>.

20.3. Izmene i dopune ovog Pravilnika sprovode se na način i po postupku po kome je donet.

20.3. Amendments and supplements of this Rulebook shall be carried out in the manner and the procedure based on which it was enacted.

Za Poslodavca / On behalf of the Employer,



Vladimir Krstić,
Direktor / Director