



Version 2

REGULATION ON LABOR RELATIONS AND RESPONSIBILITIES FOR WORKING DUTIES

PRISHTINE, 2019

Pursuant to the provision of Article 95, line 1 of Law no. 03 / L-212 of Labor of the Republic of Kosovo, the relevant provisions of the Statute of the UBT, based in Prishtina, the owner of this economic entity of Higher Private Education on 15.11.2019, issue this:

REGULATION ON LABOR RELATIONS AND RESPONSIBILITIES FOR WORKING
DUTIES OF THE UBT BASED IN Prishtina

I. GENERAL PRINCIPLES

Article 1.

With this Regulation on labor relations and responsibilities for performing the tasks of the economic entity of Higher Private Education UBT, located in Prishtina (hereafter: the Regulation), are regulated in particular:

- the rights and obligations related to the establishment of the employment relationship,
- duration and scheduling of working hours,
- conditions and ways of using rest and absenteeism,
- protection of women, younger employees of 18 years and invalids,
- interruption of the employment relationship,
- disciplinary responsibility,
- protection of employees' rights, as well
- the rights and other obligations that are derived from the employment relationship and from the employment relationship basis.

Article 2.

The employee establishes the employment relationship freely and on an equal basis with the employer's business entity and, by his / her own desires, terminates the employment relationship in accordance with the law and this regulation.

The conditions that the employee has to complete for the performance of certain tasks are defined by the Regulation on the Systematization and Organization of Labor and Labor Tasks.

Article 3.

The employment relationship is established with the desire to carry out certain tasks as well as the realization of the salary and the other rights acquired by the employment relationship and the employment relationship.

Article 4.

The decision on the need to establish the employment relationship falls by the Secretary of the UBT and / or its owner.

Article 5.

Foreign nationals and stateless persons may establish a working relationship with this business subject if, in addition to the general conditions, they also meet the special conditions for establishing the employment relationship established by special law and international conventions.

II.

ESTABLISHMENT OF LABOR RELATIONS

1. Conditions for establishing employment relationship

Article 6.

The employment relationship can be established by each person who meets the general terms and conditions defined by the law, as well as the special conditions defined by the Regulation on the Systematization and Organization of the Work and Work Tasks of this business economic entity. Employees who will be employed by the employer must comply with the criteria set forth in the individual employment contract concluded between the parties, the applicable laws, the Statute of the Economic Entrepreneur of the University of UBT for Business and Technology, resides in Pristina (hereinafter: UBTs), and other labor regulations.

a). General conditions for establishing employment relationship

Article 7.

An employee who wants to establish a working relationship with a company must be at least 18 years of age. Exceptionally, the employment relationship can be established even with an employee of at least 15 years old, under conditions that work and duties are of a light nature and do not pose a risk to his or her health if that job is not prohibited by law or sub-legal act.

An employee who wants to establish a job relationship with this business entity must be healthy and his / her health status is tested based on the appropriate documentation issued by the responsible health authority.

b). Special conditions for establishing a working relationship

Article 8.

The special conditions for establishing the employment relationship are set out in the Regulation on Organization and Systematization of the Work and Work Tasks of this Business Entity.

Article 9.

As special conditions for the establishment of the employment relationship, they are defined as:

- school preparation,
- work experience,
- Providing a professional exam,
- knowledge of computer work,
- knowledge of foreign languages,
- Preliminary certification of professional skills and other skills, as well test work.
- Preliminary certification of professional skills and other skills
- Testing work

Preliminary confirmation of professional skills and other abilities is done prior to the decision on establishing the employment relationship, and only for work and work assignments for which such a precondition is foreseen.

2. Procedure for establishment of employment relationship

Article 10.

The employment relationship is established upon the signing and signing of the employment contract. The employment contract may be concluded for, as follows:

- an indefinite period of time,
- a certain period of time as well
- for specific jobs and tasks.

Article 11.

The employment contract must contain in particular:

- Employer data (naming, headquarters and business register number) and the employee (name and surname, school preparation and address),
- job title and brief job description,
- the place of performance of works and duties of work or services,
- hours and working hours,
- the date of commencement of work,
- the duration of the employment contract,
- the basic salary (salary)
- duration of leave during working hours,
- the probationary period or work of the practitioner, as well
- other issues envisaged by law.

Article 12.

Establishing a working relationship with new employees will be done only after the unsuccessful attempt to seek employment of the eligible employee within the employing economic entity.

1. Testing job

Article 13.

Young workers will undergo a probation period of three (3) months. During the duration of the probationary work, the employer and the employee may terminate the employment relationship on a prior notice obligation for at least seven (7) days.

2. Interns

Article 14.

The employer can enter into an employment contract with the intern.

The relationship of work as a trainee is established by a person who has completed postgraduate, university and higher education (for a maximum duration of one year) or secondary school (for a maximum period of six months) for the purpose of training to perform their duties and duties from the scope of their education.

Article 15.

Upon completion of internships, the practitioner submits to the special committee consisting of three (3) members of the professional examination in the respective period of time.

The commission evaluates the success on the exam:

- "passed" or the note

- "has not passed".

If the intern does not pass the professional exam, he has the right to re-enter the exam within 60 days.

If, even within this period, the intern does not pass the professional exam, the same is terminated.

III. PLACEMENT OF EMPLOYEES IN THE LABOR

1. General provision on the order

Article 16.

The employee is ranked in the workplace for which he / she has established the employment relationship based on the employment contract.

The responsible manager of an employee is obliged to notify the employee on the first working day of the job as well as the job duties, working conditions, job organization, work colleagues, and other duties and responsibilities at work and on the basis of work.

2. Placement of the employee in other jobs

Article 17.

In the case of necessity in the organizational process of work, the employee may be ranked in any other workplace that corresponds to his / her school preparation, knowledge and skills, as well as payment of the same wage.

Article 18.

An employee may, according to the employer's need, be assigned to work from one country to another, in accordance with this regulation, other regulations and employment contract.

The pregnant worker, when using maternity leave, is employed with children up to the age of three, the only parent on children up to 5 years of age, the employee employed with disabled children, an employee under the age of 18, and the disabled worker, cannot be ranked in jobs and duties outside their place of residence, without their prior consent.

3. Temporary arrangement without the consent of the employee
Article 19.

An employee may be temporarily assigned to work and other duties without his consent under the terms and conditions defined in Article 18 of the Labor Law in Kosovo.

4. Temporary employee arrangement with his / her consent

Article 20.

The employee may, with his / her consent, be temporarily or permanently assigned to another employer on the basis of an employer agreement, in the work and duties corresponding to his / her professional qualification and qualification, if:

- it is concluded that the need for the work of the employee has ceased,
- it is about reducing the volume of work or temporary interruption of work,
- the building where the works or work are carried out have been alienated or leased to the other employer.

The conclusion of a new contract of employment, the termination of the employer's prior rights and obligations, the return to employment of the former employer, such as and other matters, shall be governed by an agreement on the dispatch and receipt of the employee, an agreement which must be signed by representatives of both employers and employees.

Article 21.

If the employee rejects without any reason his / her listing in the new place of work, in accordance with sections 17, 18 and 19 of this regulation, he / she may terminate the employment relationship.

IV. WORKING HOURS, LOSSES AND COMPENSATIONS

1. Assignment and duration of working hours

Article 22.

Full working hours for all employees in the company last forty (40) hours per week during a calendar year, and as a rule divided into five (5) business days. For an employee under 18 years of age, full working hours last thirty (30) hours per week. The starting and ending of the working hours is regulated by the Regulation on Organization and Arrangement of the Company's Work and Duties, as well as a contract of employment for each employee separately.

Overtime work

Article 23.

The employee is obliged to work longer during the full working hours, in the following cases:

- natural disasters such as: storms, floods, fire and the like,
- when it is necessary to carry out a particular work process, the duration of which could not be defined in advance, and failure to perform certain tasks of an urgent character would cause irreparable damage to the employer,
- when there is a need to replace a missing worker and for the purpose of preventing stagnation or stoppage of work,
- when a need arises that without a postponement of a postponement a certain job or duty or service is to be performed within the time limits defined,
- other cases envisaged by law.

An employee who, without any reason, refuses to work overtime, commits a serious violation of his duties.

Article 24.

Work longer than full working hours may only last as long as it is necessary to remove or eliminate the causes, circumstances and consequences, respectively, as long as the circumstances for which it is introduced but no longer last eight (8) hours per week.

In addition to working longer than the full working hours, the employee in agreement with the employer can also perform additional volunteer work, with an additional 30% additional payment.

1. Incomplete working hours and shorter working hours

Article 23.

The employment relationship can be established on an incomplete working schedule, i.e. a shorter working time than full working hours.

Employee who does not work full time and / or shortened working hours has all rights and obligations as a full-time employee in proportion to working hours.

1. Work at night

Article 24.

Hours spent working between 22:00 and 06:00 are counted as night work.

The employee working during the night work hours is entitled to increase the additional payment in comparison to the basic payment percentage of 30%.

At the employee's request, instead of the additional payment provided for in Article 24 and prior to this article, the employee may be compensated for giving the leave days.

2. Minimum salary

Article 25.

The minimum wage will be paid to employees, in lieu of the amount to be determined by the Government of the Republic of Kosovo, for each calendar year, based on the proposal given by the Economic and Social Council.

3. Compensation of salary

Article 26.

Employees are provided with compensation for salary payment, in the following cases:

- during the day of the holidays not being worked,
- during the duration of the annual leave,
- professional training or professional perfection sent with the consent of employers, and
- other cases envisaged by law.

4. Compensation of medical leave

Article 27.

The employee in case of illness is entitled to sick leave as well as payment compensation in accordance with the provision of Article 59 of the Law on Labor in the Republic of Kosovo.

5. Injury Compensation

Article 28.

The employee enjoys the right to compensation due to work injury according to the law, as well as the sub-legal act issued by the respective ministry.

6. Compensation on official travel

Article 29.

The employee during the time spent on official travel abroad has the right to pay personal income at the sum of the amount as if he were employed, and he / she has the right to compensation for official travel expenses (wage, bedtime, trip ticket expenses or payment on behalf of the oil & petrol expense if you have traveled by private vehicle), at a high altitude defined by special regulations.

V. LEAVE AND ABSENCE AT WORK

Leave during working hours

Article 30.

An employee who works full time, on full-time or short-term working hours, enjoys the right to rest during the 30-minute working day. The time spent working as a vacation during working hours, as defined by the previous paragraph of this Article, is considered as time spent at work.

1. Daily leave

Article 31.

The employee is entitled to a daily leave between two (2) consecutive working days for a period of at least twelve (12) hours without interruption.

2. Week leave

Article 32.

The employee is entitled to a weekly rest period of at least twenty four (24) uninterrupted hours, while an employee under the age of 18 is entitled to a continuous 36 hour rest period.

If the employee is to work on the weekday leave, the employee must be granted one (1) holiday day next week.

3. Annual Leave

Article 33.

An employee during each calendar year enjoys the right to paid annual leave for a period of four (4) weeks, regardless of whether the employee is working full time, incomplete working hours or shortened working hours.

Employees will be entitled to the grant of one (1) additional working day on behalf of annual leave for every five (5) years spent on work (work experience).

An employee who is a mother of a child up to three (3) years old, a self-sufficient parent and disabled employee, have the right to an annual leave for an additional two (2) working days.

Article 34.

Official holidays falling on a working day are not counted on annual leave.

If the employee is sick during the time of the annual leave, the allowed leave of the sick leave is not counted on annual leave.

Article 35.

An employee who establishes a first-time employment relationship has the right to use annual leave after six (6) months of continuous employment.

The employee is entitled to one half day (1.5) leave for each calendar month spent on work if the first year of work has not completed six (6) months of uninterrupted work.

Article 36.

The annual holiday usage time is set out in the Annual Use Plan.

Based on the plan from the previous paragraph of this article, the UBT Secretary decides on the use of annual leave, a decision which must be submitted by the employee at least five (5) days before the beginning of the annual leave.

Article 37.

The annual leave, in agreement with the employer, can be used in two or more parts, while the first part should use at least ten (10) working days without interruption during one (1) calendar year, while the remaining part later than on June 30 next year.

If the employee has not used the annual leave on the employer's fault, the employee enjoys the right to use the annual leave during the following period or the right to compensation due to the non-use of the annual leave.

Article 38.

During the term of the annual leave, employees will be compensated for the personal income (wages) in the amount of income that the employee earns for the month when they are compensated.

4. Leave on days of holiday

Article 39.

The employee has the right to rest on holiday days, which as day that is not worked are defined by law.

5. Lack from work with personal income compensation

Article 40.

The employee has the right of absence from work with compensation page, as follows:

- five (5) days in the event of his / her marriage,
- five (5) days in the event of death of a close family member,
- three (3) days for childbirth,
- one (1) day in cases of voluntary blood donation,
- other cases envisaged by law.

7. Absence from work without compensation

Article 41.

The employer may allow the worker with unpaid leave.

During the period of unpaid leave, employees shall cease all employment rights, except for the rights arising from the compulsory payment of contributions by the employee.

Article 42.

The decision on free leave is issued by the Secretary of the UBT and / or the Owner respectively the Rector of the University. The employee is obliged to start using the free leave according to the decision on the allowance for free leave and to return to work within the deadline of five (5) days from the day of the free holiday.

8. Protection of women, youth, invalids and sick workers

Article 43.

Employees younger than 18 years of age, female worker, pregnant women, and disabled workers can not be assigned to carry out serious physical work or work where they may endanger their health, based on abilities their psychic and physical.

A woman employed during pregnancy, a mother on a child under three (3) years of age, the parent child nutritionist up to three (3) years old, and an employee with a work-disabled status can no longer work full-time work and work at night.

8. Maternity leave

Article 44.

The employee has the right to maternity leave for a period of 12 months, the most eligible for commencement of maternity leave for 45 days or 28 days before the expected date of birth.

The six (6) first months of maternity placement will be made by the employer, with the compensation of 70% of the basic wage (salary).

The rest of the maternity leave, the employee enjoys the right to use and the right to compensation in accordance with article 49, line 3 and 4 of the Labor Law of the Republic of Kosovo.

Article 45.

The baby's father can take the right of the mother when the mother dies or abandons her before she doesn't enjoy the right to maternity leave.

Article 46.

Child's, father's rights, maternity leave for the loss of the child, absence from work for the child's special care, and prohibition of termination of the employment contract during pregnancy - maternity leave and absence at work because of special attention to the child, to this firm will be implemented in the direct application of Articles 50 to 53 of the Labor Law in the Republic of Kosovo.

10. Warning of temporary disability for work

Article 47.

In case of temporary disability for work or illness, the employee is obliged to inform the employer, during the day of absence from work.

If the employee, without any reason, warns the employer of the reasons for his absence from work, the employer will invoke a breach of the employment contract.

If the absence from employment lasts for more than three (3) days, the employer will ask the employee for the medical certificate as a form of evidence justifying the absence from work.

11. Discipline at Work

Article 48.

The employee is obliged to implement the legislation as a whole, as well as all the acts and rules of the employing firm. The employee must carry out more diligent tasks; act more professionally and with time, responsibility and ability in their realization.

In cases, when job performance from the employee causes material damage to the employer, whether intentionally or negligently, the employee is obliged to compensate the employer's damages. If the damage is caused by some employees, compensation for the damage will be proportionally divided.

12. Reliability (confidentiality)

Article 49.

The employee must maintain full confidentiality inside and outside the firm and shall not make available to any person the secret information he has learned during the term and performance of this contract in accordance with the law.

The authority of the information and materials created and used during the firm's work is an inalienable property of the firm. They can only be used for the needs and purposes of the employing economic entity.

13. Relationships of Employees to Third Person

Article 50.

The employee will not engage in any other work or activity to third persons during the perceived hours of work.

V. PAY AND OTHER EMPLOYEES BENEFITS

1. Wages

Article 51.

The employee has the right to salary (salary), in accordance with the law, the General Collective Contract, this regulation and work contract.

Salary payment is calculated and paid in Euros, and it will be paid to the employee by bank transfer every calendar month, latest by the 10th of the month for the previous month.

In each case, the employer guarantees the employee the payment of the minimum wage, in the sum of the amount to be determined by the Government of the Republic of Kosovo on the proposal of the Economic and Social Council.

2. Additional salary

Article 52.

Employees will be paid an additional salary in percentage of the additional salary, as follows:

1. In case of past hours in custody, the increase of 20%
2. In case of overnight hours at work, the increase of 30%
3. In case of hours spent on overtime work, the increase of 30%
4. In case of past hours at work on holiday days, the increase of 50%, as well
5. In case of the past hours at work over the weekend, an increase of 50%.

Additional work overdue during weekends, work on holiday days and free days by law exclude each other.

Employees will be entitled to compensation on a day off, instead of the additional payment provided for in Subsection 1 of this Article.

Article 53.

Employees are entitled to compensation for wages during non-working holidays during the time of annual leave, length of time during vocational training, and during the exercise of public functions for which they are not paid.

3. Compensation for medical leave

Article 54.

In case of illness, the employee has the right to sick leave for up to 20 working days within one (1) year of salary compensation in the amount of 100%.

In the case of occupational sickness due to work injury or occupational disease, the employee has the right to compensation for sick leave for a period of 10 to 90 working days, with compensation of 70% of the salary (salary), which compensation falls to the employer's burden.

VI. INTERRUPTING THE RELATIONSHIP OF LABOR

Article 55

The employee terminates the employment relationship by law, by agreement, by the employee's wish, and by the employee's wishes.

1. Termination of the labor contract according to the legal power

Article 56.

According to the legal power, the employee terminates the employment contract (employment relationship) in the following cases:

- *The death of the employee,*
- *The death of the employer in cases when the employment contract can't be continued by the successors of employer,*

the expiry of the duration of the employment contract,

- *over the age of 65,*
- *loss of job ability ascertained by the competent body,*
- *if the employee is serving a sentence of imprisonment for more than 6 months,*
- *by court decision,*
- *by bankruptcy or liquidation of the employer, as well*
- *other cases envisaged by law.*

1. Termination (termination) of employment contract (employment relationship) by agreement

Article 57.

The employment contract (employment relationship) may be terminated on the basis of a written, signed, and signed agreement between the employer and the employee. By agreement, the parties specify, in particular, the final date of termination of the employment relationship, the handover of the work together with the means and materials provided to the employee for the performance of his duties and duties, the issue of the use or non-use of the annual leave, salary for months and working days up to the day of termination of the employment contract as well as issues and other specifics from case to case.

Termination of the employment contract by the employee

Article 58.

The employee has the right to terminate an employment contract (labor relationship) arbitrarily (unilaterally), with the obligation to notify the employer in advance within 15 days if the employee has been employed for a certain period of time, respectively the term of 30 days if the employee has entered into an employment relationship for an indefinite period of time.

In the event that the employee is guilty of failing to perform the work duties envisaged by the employment contract, the employee may terminate the employment contract even if he does not comply with the prior warning obligation described in sub-section 1 of this Article.

4. Termination of the employment contract by the employer

Article 59.

The employer shall terminate the employee's employment contract upon prior notice if:

- if the termination of the employment contract is justified due to economic, technical and organizational difficulties,
- the employee is not authorized to perform the duties,
- in severe cases of employee misconduct, and
- due to the unsatisfactory performance of the work by the employee.

5. Violation of work duties

Article 60.

Violation of the work duties are those violations and behavior of the employees which according to the provisions of this regulation are sanctioned as minor injuries and serious injuries, depending on the breach of the breach and the consequences that are caused by it.

Violation of the job duties, the employee may do so with the act or omission.

Article 61.

Light injuries to work are:

1. Delays of unannounced work up to three (3) times within one (1) year,
2. Exit without cause from work before the end of regular working hours until three (3) exits within one (1) year,
3. misconduct with other employees or leading staff (insults and fools),
4. Failure to work without reason one (1) day to month and not more than two (2) days within one (1) year,
5. Slow and inert work performance without serious consequences,
6. Incorrect keeping of documentation and work material.

Neni 62.

Serious injuries to work are:

1. Failure to know more about the work duties on which UBT is caused material damage amounting to the minimum wage ceiling foreseen in the Republic of Kosovo for the year in question,
2. Illegal disposition of means whereby UBT is caused material injury in amount of the sum above the minimum salaries foreseen in the Republic of Kosovo for the year in question,
3. Use of the material assets of the company without the consent of the Owner & Rector or Secretary of UBT,
4. Failure to perform duties without any special reason for more than three (3) months without interruption,
5. Violation of the provisions of the Law on Protection at Work and other applicable laws,
6. misuse of duty and overrun of the given powers,
7. Providing secrecy and business secrecy foreseen by law, Collective General Contract, statute and normative acts,
8. misuse of the use of medical leave,
9. violation of norms and failure to take actions for protection of workers and the living environment,
10. the obstruction of one or more employees in the performance of their duties, whereby the performance of their duties,
11. giving false information when the company consciously causes considerable material damage,
12. work in a state of being drunk by alcohol or drugs and their use at work and during working hours more than once within a year,
13. causing irregularities and breaking the order and the discipline of the work, and causing the beating or taking part in the strike during the working hours and at the workplace or official journey,
14. uninterrupted absence from work without interruption three (3) business days within a month or five (5) business days within a year,
15. Unauthorized use of work tools and materials for private matter,
16. the organization of clusters and political parties in the UBT,
17. Not submitting materials and documents required to state bodies, courts, prosecutor's office, police or Owner & Rector or Secretary of UBT or other leading staff without any significant reason,
18. Unauthorized connection of agreements and contracts on behalf of UBT,
19. unauthorized disposal of UBT assets and labor,
20. Receiving gifts and other benefits related to the position or performance of UBT,
21. Unauthorized use of money and securities and other things by the employees who are entrusted with the performance of their jobs and duties,
22. causing losses (financial or goods) and non-payment of daily payments,
23. the appearance of injuries outside of work and working hours in order to realize the benefits of labor rights,
24. repetition of minor work injuries at least two (2) times within six (6) months,
25. giving or receiving bribes,
26. insult and misuse of employees or third parties,

27. the act or omission at work or related to the work that has elements of criminal offense,
28. unjustified rejection of the performance and work duties of the direct leader,
29. the summons of other employees for non-discipline,
30. the employee's release for notification of the occurrence of the damage to the Company within a reasonable time but no longer than 24 hours, or concealment of the damage caused to the Society, the height of each damage exceeds the minimum wage ceiling foreseen in the Republic of Kosovo for the year in word,
31. concealment of the request for initiation of disciplinary proceedings against the employee by the responsible leader employee,
32. False story of the time spent on official journey as well as the description of inaccurate data in the Travel Report for the purpose of material gain to the detriment of UBT,
33. getting on gambling at work and working hours,
34. immoral behavior in UBT,
35. concealment of the breach of the duties that other employees have committed,
36. Incorrect data entry into official documents as well
37. other violations of the work duties provided for by law and the General Collective Contract.

Disciplinary measures

Article 63.

The following disciplinary measures may be imposed on employees for violation of their duties:

1. public remarks,
2. the most money penalty, and
3. Termination of the employment relationship

Article 64.

For employee misconduct, employees may be subject to public remarks and the prohibition of salary increases up to one (1) year.

Article 65.

The termination of the employment relationship may be imposed on the employee for violations described in section 61 of this regulation.

The termination of the employment relationship may also be imposed on the employee for other serious violations of his / her job duties, even in cases where the violation of his / her job duties is prevented or to a large extent hindered the fulfillment of the job duties of the working process UBT or material damage amounting to the amount above the minimum salaries foreseen in the Republic of Kosovo for the year in question or in the case of direct or indirect threat to the health or life of the employees.

Article 66.

In the case of imposing disciplinary measures due to the violation of the duties, consider in particular:

1. the importance of injury together with the consequences,
2. the level of employee liability,
3. the conditions under which the violation was committed,

4. the behavior and previous work of the employee,

5. other circumstances which may be of a weight and influence on the pronouncement of the type and magnitude of the disciplinary measure.

Article 67.

The Secretary of the UBT decides on the disciplinary and material liability of the employees as well as the imposition of disciplinary measures.

For the disciplinary and material liability of the Secretary of UBT, the Owner is set by the Rector of UBT.

Disciplinary procedure

Article 68.

The disciplinary procedure starts with the request of the Secretary of the UBT.

Each employee is obliged to notify the Secretary of the UBT in any way either for violation of his duties, to provide evidence and evidence related to the violation committed, and to indicate the name of the perpetrator if such a thing is in aware.

The disciplinary procedure is of an urgent nature.

Article 69.

For the preliminary verification of the violation of the duties it may be necessary, as necessary, to conduct the preliminary procedure for which the Secretary of the UBT.

In the preliminary procedure, witnesses can be taken and other necessary material collected to prove the violation of their duties, as well as the fact that the violation has occurred as a result of the employee's guilt.

Article 70.

Upon receipt of a request for initiation of a disciplinary procedure, the Secretary of the UBT shall designate an oral oral hearing, in which the responsible employee for the committing of the violation of his / her duties shall be summoned and, if necessary, the witnesses and the relevant expert.

Article 71.

Employees invitations to the hearing should be sent at least eight (8) days in advance.

The employee is entitled to engage a defense counsel during the disciplinary proceedings.

Article 72.

The decision on the imposition of any disciplinary measure issued by the Secretary of the UBT and which decision must contain a reasoned opinion on the reasons for the imposition of the disciplinary measure, the legal advice, and the confirmation of the day of delivery of the decision on the pronouncement of the disciplinary measure the employee, the decision is of ultimate nature.

Neni 73.

- The employer shall terminate the employee's employment contract without the prior written notice of termination in the case of,

Article 79.

An employee who assesses that the employer has violated any right from the employment relationship may submit a petition (objection and / or complaint) to the employer, a request that must be reviewed by the employer within 15 days.

In cases where the employee is not satisfied with the decision which he thinks is violated his labor rights, or when the employer does not give a response to the claim submitted within the deadline prescribed by the previous subsection, then the employee within the term of 30 days before the competent court may start the procedure of the labor dispute.

Article 80.

If an employment agreement is reached between the employer and the employee in the employment protection procedure, that agreement has the power of the execution document.

Article 81.

The delivery of decisions, invitations and other acts related to the realization of employment rights is made by personal delivery to the employee, or by post in the registered form,

VIII. TRANSITIONAL AND FINAL PROVISIONS

Article 72.

Amendments and amendments to this regulation are made in the procedure foreseen by the UBT Statute.

Proposed amendments and additions should be submitted in writing.

Article 83.

If, during the practical implementation, the cases that are part of this regulation are contradictory and / or contrary to the law, or certain matter is not regulated at all, then the direct application of the law and / or the General Collective Contract will be made.

Article 84.

The regulation shall enter into force on the day of its issuance, respectively on 15.11.2019

Article 85.

This regulation is drafted in English and in sufficient copy.

PRISHTINA,

Date, 15/11/2019

President,

Prof. Dr. Edmond Hajrizi

