



UNIVERSITETI - UNIVERSITY - UNIVERZITET
"HAXHI ZEKA"

	REPUBLIKA E KOSOVËS REPUBLIKA KOSOVA MINISTRIA E ARSIMIT, SHKENCËS DHE TEKNOLOGJISË	UNIVERSITETI UNIVERZITET "HAXHI ZEKA" PEJË	
REKTORATI			
Nr. / Br. / No. <u>870</u>		Nr. i faq / Br. str / "o. pg <u>8</u>	
Data / Datum / Date <u>09 09 2024</u>		Pejë / Poë	

REGULATION FOR THE WORK ORGANIZATION OF THE INSTITUTE FOR SCIENCE AND ARTS

Peja, 2024



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Based on Article 28 of the Statute of the Institute for Science and Arts of UHZ no. 249/23, dated 07.02.2023, the Governing Council of ISA in the meeting held on 03.04.2024, has approved:

REGULATION FOR THE WORK ORGANIZATION OF THE INSTITUTE OF SCIENCE AND ART

PURPOSE

Article 1

The Institute for Science and Arts at "Haxhi Zeka" University aims to increase, spread, and protect science; it promotes and implements scientific research projects collaborating with academies, universities, organizations, and Research Centres, at the national and international level.

GENERAL PROVISIONS

Article 2

1. This Regulation defines the organization of work at the Institute for Science and Arts (hereinafter referred to as ISA), the rights and obligations of employees, the employment contract, salaries, and the procedure and measures for the protection of the dignity of employees.
2. The regulation applies directly to all employees if the rights and obligations of an individual employee are not regulated more favorably by the labor contract or collective agreement.
3. If a Collective Contract obliges the Institute (hereinafter: Collective Contract) to regulate an individual issue from the labor relationship in a more favorable way for an employee than the rights provided for in this Regulation, the provisions of the Collective Contract will be implemented directly and have priority in implementation.
4. For issues not provided for in this regulation, the provisions of "ISA" and other legal acts within the UHZ apply.

DUTIES AND RESPONSIBILITIES OF ISA PERSONNEL

Article 3

Every employee employed at the Institute is obliged by the employment contract to perform the assigned tasks within the deadline, conscientiously and professionally, according to the instructions of the Institute, following the nature and type of work.

DUTIES AND RESPONSIBILITIES OF THE ISA

Article 4

The institute, as an employer, and the employee are obliged to respect, in addition to the provisions of the employment contract, the laws and collective contracts that apply to public scientific institutes, and the provisions of this regulation.

SCIENTIFIC - RESEARCH AND ARTISTIC ACTIVITIES

Article 5

ISA's activity is focused on scientific research and artistic activities.

Article 6

ISA carries out its scientific - research and artistic activities through the following activities:

- a) Realization of scientific research and artistic activities in the fields of business sciences, economics, finance, and information technology; tourism and hospitality; justice and international relations; agribusiness and environment; and artistic-musical sciences;
- b) Realization of scientific research and artistic projects at the national, regional, and international levels;
- c) Organization of round tables, workshops, seminars, and scientific-research and artistic conferences;
- d) Realization of collaborations with academies, universities, organizations, and Research Centres, at the national and international levels;
- e) Cooperation with national and international institutes;
- f) Organization of training in the field of designing scientific research and artistic projects;
- g) Organization of training in the field of using software programs

Article 7

The scientific research and artistic activity of the Institute is organized through the academic units of UHZ represented in the Institute:

- 1) Institute Unit – Faculty of Business;
- 2) Institute Unit – Faculty of Tourism, Hotelier and Environment Management;
- 3) Institute Unit – Faculty of Law;
- 4) Institute Unit – Faculty of Agribusiness;
- 5) Institute Unit – Faculty of Arts.

Article 8

1. The work of the Institute's separate units is coordinated by the vice-dean for the science of each separate unit.
2. Institute units have 3 members each, appointed by the Faculty Council;
3. The duties and responsibilities of these members are determined by special regulations drawn up by the Scientific Council.

Article 9

1. The coordinator of the project assigned within ISA is appointed by the Scientific Council on the proposal of the director of the Institute.
2. The project coordinator manages the project according to the agreement set for the realization and financing of the same.
3. The project coordinator is responsible for carrying out the tasks of the research team, individuals, and participants in the project.

Article 10

The results of ISA's research activity are accessible to the public on the university's official website.

Article 11

1. The members of the research team receive monetary compensation by the defined financial means of the project and internal acts of ISA.
2. The Director of the Institute approves the payment of compensations according to the dynamics of the project and ISA's internal procedures.

PROHIBITION OF DISCRIMINATION

Article 12

1. Discrimination is prohibited in employment and occupation, related to employment recruitment, training, employment promotion, employment conditions, disciplinary measures, termination of the employment contract, union membership, or other issues from the employment relationship regulated by legislation in power.
2. The direct or indirect discrimination of persons with disabilities during employment, job advancement, and professional advancement is prohibited, if, for that job, he

/she can perform the work adequately, as provided by the Labor Law, Law No. 03/L-212.

EMPLOYEE DIGNITY PROTECTION

Article 13

1. The institution is obliged to protect the dignity of employees during work, which must take preventive measures. The dignity of the employee is protected from verbal harassment or sexual harassment by employees, superiors, and persons with whom the employee regularly comes into contact during the performance of his duties.
2. Any undesired behavior that is intended or constitutes a violation of the dignity of a job seeker or employee and that causes fear or a hostile, humiliating, or offensive environment is prohibited.
3. Discrimination is also represented by sexual harassment, which means any verbal, non-verbal, or physical behavior of a sexual nature, which is intended or constitutes an infringement of the dignity of a person seeking employment and which causes fear or a hostile, humiliating behavior or offensive environment.
4. The employee who thinks that his/her dignity has been violated by harassment or sexual harassment, has the right to present the case to the Director of the Institute.
5. The Director of the Institute, after receiving the complaint, must immediately, no later than 8 days, present the case to the Ethics Council of the Institute.
6. The Ethics Council must develop a procedure for handling the case and decide on the complaint presented.
7. The case of sexual harassment must be reported to law enforcement agencies in the Republic of Kosovo.
8. All data defined in the procedure for the protection of employees' dignity are confidential and their violation constitutes a violation of the work obligation.

EMPLOYEE PRIVACY PROTECTION

Article 14

1. Employees are obliged to submit to the Institute all personal data defined by the regulations on evidence in the field of work, and to exercise their rights and obligations from the employment relationship and the data: for the calculation of income tax and determination of personal deductions, data on education and specific specialist knowledge, health status and degree of disability, for contractual prohibition of competition with the previous employer, data related to maternity protection.
2. Changed data must be submitted on time to an authorized person at the Institute. All data that is collected or held about employees is confidential and can only be used for the Institute.

3. The data is provided and used only by those third parties who are authorized to do so based on the regulations in force at the Institute. The data can be given to other persons only with the request and written approval of the employee.
4. The Director of the Institute appoints a person who, in addition to him/her, is authorized to collect personal data about the employees, use it and hand it over to third parties.

PROHIBITION OF EMPLOYEE COMPETITION WITH THE EMPLOYER

Article 15

1. The employee without the approval of the Institute cannot enter into business related to the activities carried out by the Institute, on his/her account or someone else's account, nor can he/she be the owner of a share in a company that carries out business related to the activity of the Institute.
2. If the employee acts contrary to paragraph 1 of this article, the Institute may ask the employee for compensation for the damage suffered or may request that the completed work be considered completed on his account, i.e. that the employee hand over the profits from a job such or to transfer the profits from this work.
3. The employer may revoke the approval from paragraph 1 of this article, respecting the term defined or agreed upon for the termination of the employment contract, respectively respecting the reasonable term for the termination of cooperation approved by paragraph 1 of this article.
4. The Institute and the employee may agree that for a certain period after the end of the employment contract, the employee will not be employed by another person, who is in market competition with the Institute and cannot on his/her account or the account of a third, to enter into a business that competes with the Institute.

EMPLOYMENT RELATIONSHIP

Article 16

1. The employment relationship is based on an employment contract.
2. The regular employment contract can be concluded for:
 - an indefinite period;
 - a certain period.
3. The work contract can also be concluded for specific work and tasks (work contract; agreement for special services).
4. The employment contract is concluded in writing and must contain the provisions defined by law.

SALARY, WAGE COMPENSATION AND OTHER MATERIAL RIGHTS

Article 17

1. The employee has the right to a salary by the legislation in force and the internal regulations of the Institute.
2. The basic salary is determined for individual positions by the rules from paragraph 1 of this article, by multiplying the base and the coefficient of complexity of jobs and tasks.
3. Supplements to the basic salary: incentives, supplements for special working conditions, position supplements, salary increases, etc., are determined by special regulations of the Institute.
4. Upon the conclusion of the employment contract, with a special decision, is taken by the director of the Institute, the salary of the employee is determined, by the provisions from paragraph 1 of this article.

WORKING HOURS

Article 18

1. Regular business hours are 8:00 a.m. to 4:00 p.m., Monday through Friday.
2. The Director of the Institute can determine flexible working hours by the duties and responsibilities at work.
3. The working hours are set by the Director and published one week before the start.
4. Work outside regular hours is paid by the provisions of the Labor Law in Kosovo (LAW No. 03/L-212).

HOLIDAY ENTITLEMENT

Article 19

The Institute strictly implements the provisions of the Labor Law in Kosovo (Law No. 03/L-212) for all types of vacations and absences from work.

TERMINATION OF EMPLOYMENT CONTRACT

Article 20

1. The Employment Contract, according to the legal force, is terminated:
 - a) Upon the death of the employee;
 - b) Upon the death of the employer, when the work performed or the services provided by the employee are personal, and the contract cannot be continued with the successors of the employer;
 - c) Upon the expiration of the duration of the contract;
 - d) When the employee reaches the retirement age of sixty-five (65) years;
 - e) On the day of delivery of the omnipotent decision for certification of the loss of work skills;
 - f) If the employee goes to serve a sentence which will last more than six (6) months;

- g) With the decision of the competent court, decision that follows the termination of the employment relationship;
 - h) Upon the closure of the Institute;
 - i) Other cases determined according to the laws in force.
2. The Employment Contract can be terminated by agreement between the employer and the employee.
 3. The employee has the right to unilaterally terminate the Employment Contract.
 4. The employee with a fixed-term contract must inform the employer in advance in written form about the termination of the employment contract within fifteen (15) days, while the employee with an indefinite-term contract within the deadline of thirty (30) days.
 5. The employer may terminate the employee's employment contract with a notice period, when:
 - a) Such interruption is justified for economic, technical or organizational reasons;
 - b) The employee is no longer able to perform the work duties;
 - c) The employer may terminate the employment contract in the circumstances specified in sub-paragraphs 1. and 2. of this paragraph if it is inappropriate for the employer to transfer the employee to another workplace, train or qualify him/her to perform the work or any other work;
 - d) The employer may terminate the employee's employment contract in the required notice period of interruption in:
 - a. Serious cases of employee misconduct; and
 - b. Due to unsatisfactory performance of work duties.

FINAL PROVISIONS

Article 21

The provisions of the Statute and other acts of ISA, which regulate the scientific-research and artistic activity, are applied responsibly in the functioning of the Institute.

Article 22

This regulation enters into force on the day of its approval by the Governing Council of ISA.

Chairman of the Governing Council of ISA

Prof. Dr. Armand Krasniqi

