

Na osnovu člana 30 - 33 Zakona o radu (Službeni glasnik Republike Srbija, br.24/05), i na osnovu Pravilnika o radu, ugovorne strane:

1. XXXXX Consulting d.o.o., koga zastupa zamenik direktora g-din NAME SURNAME (u daljem tekstu- poslodavac),
 2. XXX NAME , Ul. XXXX , XXX, Beograd, broj lk. XXX (u daljem tekstu zaposleni)
- zaključuju dana 01.12.2014.

On basis of Article 30 - 33 of the Labour Law (Official Gazzette of the Republic of Serbia 24/05) and the Labour regulations contracting parties :

1. XXXXX Consulting d.o.o., represented by Mr. NAME SURNAME as deputy director (further on Employer)
2. XXX NAME, Street XXXX, XXXX, Belgrade ID XXXX number (further on Employee)

Are signing on 01.12.2014

UGOVOR O RADU

OSNOVNE ODREDBE

Član 1.

Zaposleni zasniva radni odnos kod Poslodavca na određeno vreme u trajanju od 01.12.2014. do 30.11.2015. Zaposleni je dužan da stupi na rad 01.12.2014. Probni rad je XXXX meseci.

Član 2.

Zaposleni će stupiti na radno mesto mladji konsultant i obavljace poslove: pisanje izveštaja, mišljenja, asistiranje u obavljanu istraživanja. Pored toga pružice podršku HR-u i lokalnom menadžmentu u komercijalnim pitanjima naročito u fazi otpočinjanja aktivnosti Samsung Techwin Europe Limited . Zaposleni je saglasan, da u skladu sa potrebama posla, obavlja druge poslove, koji odgovaraju njegovim kvalifikacijama, a koji nisu gore navedeni.

Član 3.

Zaposleni će obavljati poslove u sedištu poslodavca u Beogradu, u Knez Mihajlovoj ulici 22. Međutim, ukoliko poslovne obaveze to zahtevaju, Zaposleni će izvršavati svoje obaveze i na drugim mestima koje odredi Poslodavac, na lokacijama povezanih lica, klijenata Poslodavca, u skladu sa Pravilnikom o unutrašnjoj organizaciji i sistematizaciji radnih mesta Poslodavca.

CONTRACT OF EMPLOYMENT

ESSENTIAL TERMS

Article 1.

The Employee is employed on limited period of time starting from 01.12.2014 until 30.11.2015. Employee is obliged to start on 01.12.2014. Probationary period is XXXX months.

Article 2.

The Employee is employed as Junior Consultant and will draft statements, opinions, and will assist as well in performing research activities. Besides that he will support the local management in HR and commercial matters especially with respect to the start up phase of Samsung Techwin Europe Limited. The Employee has agreed to perform other duties competent to his qualifications, not mentioned above.

Article 3.

The Employee will perform his duty on the site of the Employer in Belgrade, Knez Mihajlova str. 22 The Employer may direct the Employee to perform his duties on other locations determined by the Employer, on sites of other parties, employers clients, and according to the Regulation of internal organisation and systematization of the employer's position.

Član 4.

Poslodavac se obavezuje da odmah po stupanju zaposlenog na rad, podnese prijave na obavezno socijalno osiguranje, i blagovremeno uplaćuje doprinose za penzijsko i invalidsko osiguranje, zdravstveno osiguranje i osiguranje za slučaj nezaposlenosti.

Član 5.

Zaposleni zasniva radni odnos sa punim radnim vremenom(40 časova nedeljno), u trajanju od 8.30 do 16.30h od ponedeljka do petka.

Član 6.

Zaposleni je dužan da Poslodavcu nadoknadi štetu koju je prouzrokovao na radu, ili u vezi sa radom, namerno, odnosno iz krajnje nepažnje. Poslodavac će zaposlenom nadoknaditi štetu nastalu kao posledica povrede na radu, ili bilo koju drugu štetu nastalu na radu ili u vezi sa radom, na osnovu Zakona.

Član 7.

Poslodavac je dužan da rad organizuje na način koji obezbeđuje bezbednost i zaštitu života i zdravlja na radu Zaposlenom, u skladu sa Zakonom I drugim propisima.

ODMORI I ODSUSTVA

Član 8.

Zaposleni koji radi puno radno vreme ima pravo na odmor u toku dnevnog rada u trajanju od najmanje 30 minuta.

Zaposleni koji rade duže od četiri, a kraće od šest časova, ima pravo na odmor u toku rada u trajanju od najmanje 15 minuta. Zaposleni koji radi duže od punog radnog vremena, a najmanje 10 časova dnevno, ima pravo na odmor u toku rada u trajanju od najmanje 45 minuta.

Odmor u toku dnevnog rada ne može se koristiti na početku i na kraju radnog vremena. Pomenuto vreme odmora u ovom članu, uračunava se u radno vreme Zaposlenog.

Article 4.

The Employer is obliged to apply for social and health insurance, and pay compulsory superannuation contributions and insurance in case of unemployment in due time, right upon the employment of the Employee.

Article 5.

The Employee is employed full time (40 hours per week) from 8.30h to 16.30h Monday to Friday.

Article 6.

The Employee is obliged to compensate to the Employer the damage caused at work or related to work, caused on purpose i.e. done as negligence. The Employer is obliged in accordance with applicable legislation to reimburse the damage to the Employee resulting to injury at work or any other damage caused at work or related to work.

Article 7.

The Employer is obliged to provide security, life and health protection to the Employee at work in compliance with Laws and other regulations.

ANNUAL LEAVE

Article 8.

The Employee with full time employment is entitled to a break of at least 30 minutes.

The Employee with working hours longer than 4 hours and less then 6 hours is entitled to a break of at least 15 minutes per day. The Employee employed longer than the full time i.e. 10 hours per day is entitled to a break of at least 45 minutes.

The break can not be used at the beginning and at the end of the working hours. The break referred to in this Article is included in the working hours of the Employee.

Član 9.

Zaposleni ima pravo na odmor između dva uzastopna dana, u trajanju od najmanje 12 časova neprekidno, ako Zakonom nije drukčije određeno.

Zaposleni ima pravo na nedeljni odmor u trajanju od najmanje 24 časa neprekidno.

Nedeljni odmor se, po pravilu koristi nedeljom, iako Poslodavac može da odredi drugi dan za njegovo korišćenje, ako priroda posla i organizacija rada to zahtevaju.

Član 10.

Zaposleni ima pravo na godišnji odmor u skladu sa ovim Zakonom.

Zaposleni koji prvi put zasniva radni odnos ili ima prekid radnog odnosa duži od 30 radnih dana, stiče pravo da koristi godišnji odmor posle šest meseci neprekidnog rada.

Zaposleni ne može da se odrekne prava na godišnji odmor, niti mu se to pravo može uskratiti.

Godišnji odmor može da se koristi u dva dela. Ako zaposleni koristi godišnji odmor u delovima, prvi deo koristi u trajanju od najmanje tri radne nedelje u toku kalendarske godine, a drugi deo najkasnije do 30 juna naredne kalendarske godine.

Član 11.

Zaposleni za svaku kalendarsku godinu ima pravo na godišnji odmor u trajanju od 20 radnih dana, s tim da će se ovaj zakonski minimum uvećavati.

- po osnovu staža od 1-10 godina- 1 radni dan;
- po osnovu staža od 10-20 godina- 2 radna dana;
- po osnovu staža od preko 20 godina- 3 radna dana;
- po osnovu dece do 14 godina života – za svako dete 1 radni dan;
- po osnovu radnog doprinosa, po odluci poslodavca- do 5 radnih dana.

Article 9.

The Employee is entitled to a leave between two following days, lasting for at least 12 hours continuously, if not otherwise determined by applicable legislation.

The Employee is entitled to a weekly leave for at least 24 hours continuously.

Weekly leave is usually used on Sundays but the Employer is entitled to nominate another day if the nature of business i.e. by business organisation otherwise requested.

Article 10.

The Employee is entitled to annual leave in accordance with applicable legislation.

If the Employee commences with the employment or has an employment interruption of longer than 30 days, he is entitled to an annual leave after six months of continuous employment.

The Employee can neither forsake the right of annual leave nor can it be restricted.

Annual leave can be used in two parts. The Employee is entitled to use the annual leave partially, first term in the period of at least three weeks in the calendar year and the second part until 30 June of the following year the latest.

Article 11.

The Employee is entitled to 20 days paid annual leave, taking into consideration that the legislative minimum is increasing as follows:

- For the employment period of 1-10 years – 1 working day
- For the employment period of 10-20 years – 2 working days
- For the employment over 20 years – 3 working days
- For children up to 14 years of age – for each child 1 working day
- For the contribution at work or based on the decision of the Employer – up to 5 working days.

ZARADA I DRUGA PRIMANJA

Član 12.

Osnovna mesečna zarada Zaposlenog iznosi EUR XXX bruto u dinarskoj protivvrednosti po srednjem kursu NBS na dan obračuna zarada. Naknada za ishranu u toku rada (topli obrok) iznosi bruto 36 EUR mesečno u dinarskoj protivvrednosti po srednjem kursu NBS na dan kada se obračunava zarada, kao i naknada za prevoz u visini mesečne karte a do mesta stanovanja. Regres iznosi neto XXX EUR u dinarskoj protivvrednosti uvećan za pripadajuće poreze i doprinose na godišnjem nivou koji će se isplaćivati dva puta godišnje.

Zaposleni ima pravo na uvećanu zaradu u toku rada od 0.4% za svaku punu godinu rada ostvarenu u radnom odnosu. Ova zarada će se uvećavati u slučajevima predviđenim Zakonom. Zarada će biti isplaćena u dinarima, na račun Zaposlenog, o kome je on obavestio Poslodavca.

Član 13.

Zarada se isplaćuje 1 mesečno ili 2 puta i to do 5. u mesecu za prethodni mesec.

Član 14.

Zaposlena ima pravo na uvećanje zarade prema vremenu provedenom na radu, radnom učinku i ceni rada

- za rad na dan državnih praznika-110%;
- za rad noću između 22-06 časova neradnog dana-26%;
- za rad duži od punog radnog vremena,
- prekovremeni rad-26% prekovremeni rad se može vršiti samo uz odobrenje direktora
- za učinak rada-prema proceni poslodavca.

REMUNERATION

Article 12.

The basic monthly salary of the Employee shall be in the gross amount of EUR XXX in RSD equivalent at the middle exchange rate of the National Bank of Serbia on the date of payroll calculation. Meal allowance amounts to EUR 36 per month, in RSD equivalent at the middle exchange rate of the National Bank of Serbia on the date of payroll calculation, as well as the travel allowance in the value of a monthly ticket to the home address. Holiday allowance in the net amount of EUR XXX equivalent in RSD currency shall be increased for the corresponding taxes and contributions and will be given on annual basis in two installments throughout the year.

Employee is entitled to a salary increase during the employment of 0.4% for each full year of employment. This salary will be increased in cases determined by the Law. Salary will be paid in „Dinars“, into the bank account stated by the Employee and given to the Employer.

Article 13.

The income will be paid monthly or twice a month not later than the 5th of the current month for the previous month.

Article 14.

The Employee is entitled to income increase in compliance with the period of employment, performance and labour value:

- for state holidays 110%
- for night shifts from 22h to 6 h on non working days 26%
- for work over the full time working hours
- for overtime – 26%, overtime will be performed only by the approval of director
- for the performance based on the Employers evaluation

Član 15.

Zaposleni ima pravo na naknadu zarade za vreme odsustvovanja sa rada u sledećim slučajevima:

- korišćenje godišnjeg odmora;
- državnog praznika i verskog praznika;
- korišćenje plaćenog odsustva;
- davanje krvi, tkiva i organa;
- stručnog osposobljavanja i usavršavanja radi potreba procesa rada;
- vojne vežbe ili odazivanje na poziv državnog organa.

Član 16.

Zaposleni ima pravo na naknadu zarade za vreme odsustvovanja sa rada zbog privremene nesposobnosti za rad do 30 dana i to:

- visini od 65% prosečne zarade koju bi ostvario u prethodna 3 meseca pre meseca u kome je nastupila privremena nesposobnost za rad, prouzrokovana bolešću ili povredom van rada
- visini od 100% prosečne zarade koju bi ostvario u prethodna tri meseca pre meseca u kojem je nastupila privremena nesposobnost za rad prouzrokovana povredom na radu ili profesionalnom bolešću.

Član 17.

Zaposleni ima pravo na naknadu zarade u visini od 60% prosečne zarade koju bi ostvario u prethodna 3 meseca da radi, za vreme prekida rada do kojeg je došlo bez krivice zaposlenog.

Član 18.

Zaposleni ima pravo na:

- naknadu troškova za dolazak i odlazak sa rada;
- za vreme provedeno na službenom putu u zemlji;
- za vreme provedenom na službenom putu u inostranstvu.

Prava i uslovi za ostvarivanje dnevnice za službena putovanja, utvrđuju se po jedinstvenom kriterijumu i to:

Article 15.

The Employee is entitled to paid leave in the following cases:

- usage of vacation
- state and religious holidays
- usage of paid leave
- blood, tissue and organ donation
- vocational training

- military or state service

Article 16.

The employee is entitled to a leave remuneration during his absence due to temporary working disability up to 30 days as follows:

- 65% of average salary received in the previous 3 months before the month the temporary disability occurred caused by illness or injury at work

- 100% of average income received in the previous 3 months before the month the temporary disability occurred caused by injury at work or professional illness.

Article 17.

The Employee is entitled to 60% of average salary paid in the previous 3 months during the absence from work in case the absence is not caused by Employee.

Article 18.

The Employee is entitled to :

- travel allowance

- allowance for business trips in the country

- allowance for business trips abroad

The terms for the use of allowance for business trips are determined by unique criteria such as:

- puna dnevnicu se obračunava za svaka 24 časa provedena na službenom putu i za ostalo vreme duže od 12 časova;
 - pola dnevnicu se obračunava zaposlenom ako službeno putovanje traje između 8-12 časova;
 - za službena putovanja koja traju manje od 24, a duže od 12 časova, pripada cela dnevnicu;
 - dnevnicu određene za stranu državu u koju se službeno putuje, obračunavaju se od časa prelaska granice Srbije do časa prelaska granice Srbije u povratku.
- The Employee is entitled to full time business trip allowance for 24 hours spent on a business trip and the remaining time of 12 hours and more
 - The Employee is entitled to half day allowance if the business trip lasts from 8-12 hours
 - The Employee is entitled to full time allowance for business trip lasting less than 24 hours and longer than 12 hours
 - The Employee is entitled to allowance for business trip abroad, starting from the moment of crossing the border with Serbia up to the moment by crossing the border back to Serbia.

Član 19.

Poslodavac je dužan da Zaposlenom omogući plaćeno odsustvo sa rada uz naknadu zarade najviše do 5 radnih dana u kalendarskoj godini u slučajevima:

- stupanje zaposlenog u brak-3 radna dana;
- porođaj supruge-5 radnih dana;
- teže bolesti člana uže porodice-5 radnih dana;
- smrt brata ili sestre zaposlenog-3 radna dana;
- smrti roditelja, usvojioca, brata ili sestre bračnog druga, ili smrti lica koje živi u zajedničkom domaćinstvu sa zaposlenim-2 radna dana;
- zaštite i otklanjanja štetnih posledica u domaćinstvu, prouzrokovanih elementarnim nepogodama-2 radna dana;
- selidba sopstvenog domaćinstva na područje istog naseljenog mesta-1 radni dan;
- iz jednog u drugo naseljeno mesto-3 radna dana;
- polaganje stručnog ili drugog ispita 1 radni dan.

Član 20.

Poslodavac je dužan da zaposlenom omogući odsustvo bez naknade zarade (neplaćeno odsustvo) u slučajevima:

Article 19

The Employer is obliged to grant the Employee a paid leave with income reimbursement up to 5 working days per calendar year in the following cases:

- matrimony of the Employee – 3 working days
- child birth – 5 working days
- serious illness of close family members
- for deceased siblings of the Employee- 3 working days
- for deceased parents, adoption parents, siblings of the spouse or deceased persons living in the same household with the Employee – 2 working days
- protection and sanation of the damage in the household caused by force majeure – 2 working days
- movement of the Employees household on the territory of the same city – 1 working day
- movement from one populated site to the other – 3 days
- taking the vocational exam or other exams – 1 working day

Article 20.

The Employer is obliged to entitle the Employee to unpaid leave in following cases:

- negovanja člana uže porodice, roditelja odnosno usvojioca zaposlenog-5 radnih dana;
- smrt srodnika koji nisu navedeni u članu 15 ovog ugovora-2 radna dana.
- care of the close family members, parents i.e. adoption parents of the Employee – 5 working days
- Death of a relative not mentioned in article 15 of this contract – 2 working days

RASKID UGOVORA O RADU

Član 21.

Prestanak radnog odnosa izriče se za povrede radnih obaveza predviđenih Zakonom u sledećim slučajevima:

- neopravdano izostajanje sa posla 5 radnih dana uzastopno, odnosno 7 radnih dana sa prekidima u toku 12 meseci;
- nesavesno, neblagovremeno i nemarno izvršavanje radnih dužnosti i obaveza;
- nezakonito raspolaganje sredstvima;
- povreda propisa o zaštiti od požara, eksplozije, elementarnih nepogoda i štetnog delovanja otrovnih i drugih opasnih materija, kao i povreda propisa ili nepreduzimanje mera radi zaštite zaposlenih, sredstava za rad ili životne sredine;
- zloupotreba položaja i prekoračenje datog ovlašćenja;
- ometanje jednog ili više zaposlenih u procesu rada kojim se otežava izvršenje radnih obaveza
- neblagovremeno ili neistinito obaveštavanje zaposlenih o poslovanju koje je izazvalo poremećaj u procesu rada;
- samovoljno napuštanje posla kada se zaposleni nalazi na privremenom radu u inostranstvu;
- necelishodno i neodgovorno korišćenje sredstava za rad;
- falsifikovanje novčanih i drugih dokumenata;
- povreda radne obaveze koja predstavlja krivično delo;
- neovašćena posluga sredstvima poverenim zaposlenima za izvršavanje

TERMINATION OF THE EMPLOYMENT CONTRACT

Article 21.

Termination of the employment is given in case of violation of the duties foreseen by Law in the following cases:

- unjustified absence from work 5 working days uninterrupted, i.e. 7 working days with interruption in 12 months
- conscienceless, not in good course, negligently performance of duties
- illegal fund management
- violation of the fire protection rules, explosions, force majeure, harmful toxins and other dangerous substances, as well as violation of other rules and neglecting the protection measures of employees, instruments of labour or environment
- abuse of the position and violation of the given authority
- obstruction of one or more employees in the working process burdening the performance of duties
- giving unduly or false information to employees causing disturbance in the working process
- leaving work without previous notice during employees temporary engagement abroad
- irresponsible usage of instruments at work
- counterfeit money and other documents
- violation of duties subject to criminal charges
- unauthorized usage of means delegated to employees for performance of duties

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| <ul style="list-style-type: none"> - poslova; - organizovanje političkih stranaka u preduzeću; - neučestvovanje u sprečavanju nastupanja i otklanjanja posledica vanrednih događaja; - netačno evidentiranje i prikazivanje rezultata rada u nameri da se za sebe ili drugog zaposlenog pribavi materijalna korist; - prikrivanje teže povrede radne obaveze i učinioca ili lažno prijavljivanje; - odbijanje izvršavanja poslova iz radnog naloga, a da za to ne postoji opravdani razlog; - nekorektan odnos prema strankama; - nepostupanje po odluci o raspoređivanju na druge poslove ili radne zadatke; - neprijavlivanje početka bolovanja ili povreda na radu u roku propisanom zakonom; - pronevera ili krađa na radu ili u vezi sa radom; - činjenja lakših povreda radnih obaveza 2 ili više puta u toku jedne godine. | <ul style="list-style-type: none"> - activation of political parties within the company - restraining participation in the occurred events due to extreme events - false record and presentation of performance results of the employee with the intention of gaining tangible profit for himself or other employee - concealing heavy violation of duties and the concealer or false reporting - refusing the performance of assigned tasks without justified reasons - incorrect attitude towards a client - abandoning a Decision for relocation to other duties or working tasks - usage of paid leave or injuries at work without previous notice by violating the applicable legislation - embezzlement or theft at work or related to work - violation of easier professional duties 2 or more times in one year |
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Novčana kazna može se izreći u sledećim slučajevima:

- neopravdano zakašnjenje najmanje 3 radna dana u toku 3 meseca;
- neopravdano izostajanje sa rada najmanje 2 a najviše 5 radnih dana, sa prekidom u toku 12 meseci;
- dolazak na rad u napitom stanju ili opijanje u toku rada;
- davanje netačnih podataka koji su od uticaja na donošenje odluke nadležnog organa;
- izazivanje nereda i učestvovanje u tuči;
- nedolično ponašanje prema drugim zaposlenima, svađa, uvreda i slično neposrednom rukovodiocu odnosno direktoru;
- neblagovremeno izvršavanje radnih zadataka;
- odlazak sa posla bez odobrenja odgovornog lica;

Penalty can be sentenced in following cases:

- unjustified delay of at least 3 working days in the period of 3 months
- unjustified absence from work at least 2 and up to 5 working days, with interruption in the period of 12 months
- being intoxicated at work
- giving false data influencing the decision of the authority
- harassment or taking part in a fight
- indecent behavior towards other employees, offensive behavior etc towards the officials e.g. director
- delay of performing working duties
- leaving work without approval of the competent authority

- neuredno držanje dokumenata, materijala i sredstava za rad;
- neprenošenje radnog iskustva na mlađe saradnike i pripravnike;
- neprijavlivanje ličnih podataka i promene tih podataka, važnih za preduzeće;
- neopravdano neodazivanje svedoka na poziv organa preduzeća;
- nemaran odnos prema poverenim sredstvima za rad i materijal, ako se tim preduzeću ne nanosi veća šteta;
- igranje hazardnih, sportskih i drugih igara za vreme radnog vremena;
- svaka druga radnja kojom je povređena neka obaveza koja nema obeležje teže povrede radne obaveze;

Zaposleni je saglasan da u slučaju prestanka radnog odnosa nema prava da iznosi internu dokumentaciju izvan firme.

Zaposleni je saglasan da poslodavac novčanu kaznu naplati odbijanjem od zarade.

Član 22.

Otkaz ugovora o radu mogu dati obe ugovorne strane u slučajevima i na način propisan Zakonom.

Radni odnos se zaključuje na određeno vreme od 12 meseci počevši od 01.12.2014. i pretaće zaključno sa 30.11.2015. bez posebnog dostavljanja obaveštenja o prestanku radnog odnosa.

OSTALE ODREDBE

Član 23.

Na sve što ovim ugovorom nije uređeno, primenjuje se Zakon.

Član 24.

Ovaj ugovor je sačinjen u 4 primerka, od kojih po 2 primerka zadržava svaka ugovorna strana.

- negligence maintenance of documents and instruments of work
- not assisting to junior officers and trainees in transmitting work experience
- not reporting personal data and the changes of data important to the enterprise
- unjustified refusal of witness appearance invited by the authority of the enterprise
- negligence behavior towards instruments of work and material, in case a broader damage has been avoided to the enterprise
- hazard, sports and other game playing during the working hours
- all other actions violating the duties not causing broader damage of professional obligations.

The Employee has agreed that in case of employment termination, he is not allowed to take internal documentation from the company.

The Employee has agreed herewith that penalty will be collected from income.

Article 22.

Either party can terminate this contract in cases and on terms in accordance with applicable legislation.

The employment contract is concluded for the definite period of 12 months beginning with 01.12.2014, it will end without submission of a termination notice on the 30.11.2015.

OTHER TERMS

Article 23.

The terms and conditions which are not consistent with the above provisions shall be governed by the Law.

Article 24.

This contract has been made in 4 identical copies, 2 for each party.

Član 25.

Ovaj Ugovor stupa na snagu njegovim potpisivanjem od strane obe ugovorne strane.

Article 25.

This contract shall enter into force upon being signed by both parties.

Poslodavac / Employer

Zaposleni/Employee
