

Based on Article 150 Paragraph 4 of the Law on Labour ("Official Gazette", no. 49/08, 59/11, 66/12 and 31/14) and Article 24 Paragraphs 1 and 5 of the Law on Earnings of those Employed in the Public Sector ("Official Gazette MNE", no. 16/16), the Union of the University of Montenegro, the Rector of the University of Montenegro and the Government of the Montenegro shall conclude a

COLLECTIVE AGREEMENT OF THE UNIVERSITY OF MONTENEGRO

I. BASIC PROVISIONS

Article 1

The Collective Agreement of the University of Montenegro (hereinafter: the Agreement) shall regulate, in accordance with the law, rights, obligations and responsibilities based on work at the University of Montenegro (hereinafter: the University), the interrelations of parties in its conclusion, as well as other issues that are significant to the contractual parties.

Article 2

The Employer, in terms of this Agreement, is represented by the Rector, i.e. the Head of the Organisational Unit, in accordance with the Law on Higher Education and the Statute of the University.

This Agreement is implemented directly.

Rights, obligations and responsibilities not being regulated by this Agreement are applied through the adequate provisions of law and other regulations.

Article 3

Expressions used in this Agreement for natural people in the male gender shall imply the same expressions in the female gender.

II. LABOUR RELATIONS

1. Coming into operation

Article 4

The employer shall expect the person with whom the agreement is concluded to start working, except in cases where they were not able to start, due to the following reasons as outlined in the labour agreement:

- Death of a relative to the third degree of blood relation;
- Hospital treatment;
- Responding to the call of a national body;

- Traffic interruptions caused by natural disasters (earthquakes, floods and so on);
- Employee shall come into work when the reasons outlined in Paragraph 1 of this Article cease, i.e. within seven working days in the case of the death of a close family member.

A close family member in terms of this Agreement is considered to be: spouse, children (marital, extramarital, and adopted and stepchildren), parents, brothers and sisters.

People from paragraph 1 of this Article shall suitably, within 24 hours from the day foreseen by the labour agreement, notify their employer of their reasons for not working on the day prescribed for work.

2. Annex to the Labour Agreement

Article 5

Alongside those cases determined by the Law, the employer and employee may offer alterations to the agreed labour conditions (hereinafter: the Agreement Annex) in the following situations:

- The transfer of a labour agreement from a definite to an indefinite period;
- The prolongation of a labour agreement to a definite period of 24 months;
- Changing the labour agreement from part time to full time working hours;
- The prolongation of a labour agreement after 67 years of age if the employee does not have 15 years of working insurance to fulfil the condition;
- The prolongation of a labour agreement for academic staff who met the condition for the cessation of labour relations in terms of years of age prescribed by the Law, until the expiration date of the current study year, in accordance with the Law;
- The appointment of an employee to a job requiring higher qualifications with respect to their current role, based on education, professional improvement and development;
- The determination of prohibition of competition;
- The prolongation of a labour agreement for an employee exercising their right to parental absence, in accordance with the Law;
- Changes to the conditions for performing tasks for a job taken by an employee in accordance with the Law, or else an Act of the employer (the prescription of an obligation to take vocational or other exams).

3. Working Hours

Article 6

Working hours are determined by the decision of the Rector.

4. Vacations

Article 7

Employees exercise the right to vacation during their daily work, their weekly and yearly vacation, in accordance with the Law.

Vacations during work are determined by a decision of the employer.

Article 8

Academic and vocational staff participating in the implementation of teaching shall exercise their right to annual vacation in accordance with the Law, based on their employer's decision. The employer shall, in a timely manner, and in accordance with the Law, deliver to their employee decision on the annual vacation.

For other professional and non-academic staff, alongside the Law-determined minimum, the annual vacation is increased based on:

- a) Length of working years:
 - One to 15 years, one working day;
 - 15 to 25 years, two working days;
 - From 25 to 35 years, three working days;
 - Over 35 years, five working days;
- b) The complexity of the job:
 - One work day for jobs up to level III of education qualification;
 - Two work days for jobs from IV to VI level of education qualification;
 - Three work days for jobs of VII and VIII level of education qualification;
- c) Difficult working conditions:
 - One work day for the jobs of dispatcher, doorman, driver, scene and lighting master;
 - Two work days for the jobs of maintenance of installations, equipment, cleanness, business in a boiler room, the maintenance of the sewage system, the jobs of night guard and tasks in experimental fields and laboratories;
- d) Health and social state:
 - Three work days to employed- person with a disability and a parent with a child who has physical or psychological disorders in their development;
 - One work day for an employed parent with one child younger than 14 years of life;
 - Two work days for an employed parent with two or more children younger than 14;
 - Two work days for a single parent of a child at the age up to 15 years.

5. Absence

5.1. Paid Absence

Article 9

Each employee has the right to leave from work with remuneration (paid absence) during the calendar year, based on a submitted request, in situations determined by the Law, and in other situations as follows:

- 1) Serious illness of a close family member – seven work days;
- 2) Getting married- five work days;
- 3) Taking a professional and other exam, except in Undergraduate studies – five days;
- 4) Child birth – three work days;
- 5) Moving – three work days;
- 6) The prevention and removal of consequences at home caused by natural disaster – three days;
- 7) Child care having physical or psychological disorders in development – three days;
- 8) Voluntarily blood donation of organ, tissue and cells- according to the doctor's documentation;
- 9) Participation in professional gatherings and competitions- three work days;
- 10) Death of a relative, outside of close family, in conclusion to the third generation of blood relations – one work day; and
- 11) Other cases determined by this Agreement.

Aside from cases from Paragraph 1 of this Article, the employee has the right to be absent from work with remuneration for managing personal issues – two work days during a year, if there are justified reasons, without delivering a justification on absence.

Paid absence may be used at times when the foreseen situation happened.

For the prevention of working disability, according to the programme adopted by the Union of Montenegro (hereinafter: the Union), each employee has the right to use paid work absence from seven to ten working days, based on prior delivered medical documentation.

Paid work absences in situations from Paragraph 1 Point 2, 3, 5 and 9 and Paragraph 4 of this Article are implemented based on the written request of the employee, and in cases from Paragraph 1 point 1, 4, 6, 7, 8 and 10 of this Article the employee is obliged, within at latest eight days after using the paid absence, to submit evidence on the absence justification, unless the reason of absence is widely known.

5.2. Unpaid Absence

Article 10

Each employee has the right to unpaid absence from work of the duration of 30 work days in a calendar year in situations as follows:

- Care for a closer family member because of serious illness;
- Treatment at his/her own expense;
- Participation within international technical or educational-cultural cooperation abroad;
- When there is consent between the employer and the employee, as well as in other cases determined by the Labour agreement.

An employee has the right to unpaid absence of a duration of longer than 30 work days in cases from Paragraph 1 of this Article, if it does not interrupt the working process.

Unpaid absence may be used at time when foreseen situation happened, based on written request of employee.

6. Professional Training and Improvement

Article 11

With the aim of implementing a programme of continuous professional training and monitoring scientific achievements, the employee may be, based on a filed request, approved for participation in scientific or professional conferences in the country (interfaculty conferences, congresses, symposiums, seminars, counselling and so on).

Article 12

The employee may be approved for participation in scientific or professional conference abroad, during one study year, for which he/she has accepted a report, co-report or announcement, based on a request.

Article 13

The employee, in cases from Articles 11 and 12 of this Agreement, has the right to remunerated absence, if the organiser of the conference does not pay the costs of the stay, and the right to costs or part of costs, in accordance with the Financial Plan of the Organisational unit of the University.

Article 14

An employee may, according to mobility programmes, be directed to other educational institution abroad for a specific period of time, if this is useful for teaching, scientific and professional work at the University, or else at the Organisational unit of the University.

Article 15

Each employee has the right to absence during Specialisation and a study stay abroad.

One term of absence from Paragraph 1 of this Article may last one year at the longest, since new leave for the same reason may be used after three years pass from the day of the completion of the first leave.

Article 16

Decisions on absence from Articles 11 to 15 of this Agreement of a duration of up to 30 days are made by the Management Body of the Organisational unit of the University, and decisions on requests for absence for longer than 30 days are made by the Rector.

Article 17

Each request for absence is submitted in written form, together with submitting the justification for the absence (invitation, documentation giving further insight into the goal and content of the absence and so on).

Alongside a request for absence for longer than 30 days, the consent of the Commission of the Organisational unit of the University is submitted, with the explanation of the Commission about the significance of the absence for the teaching and research, artistic and professional work of the University, or else at the Organisational unit of the University and about the ways of the implementation of the teaching process during the absence, with financial indicators.

6.1. Free Year of Studies

Article 18

The right to a "free year of studies" (a sabbatical year) is given to academic staff holding the title of Full or Associate Professor of the University, every seventh year as one year of absence, in accordance with the Statute of the University.

III. EARNINGS

1. The Structure of Earnings

Article 19

The earnings of an employee consists of: main earnings, special parts of earnings and special and variable parts of main earnings, in accordance with the Law.

The salary, in terms of Paragraph 1 of this Article, is paid monthly.

1.1. Main Earnings

Article 20

The main earnings of employee for full time and standard working contribution is determined by multiplying the complexity coefficient for certain jobs or titles given in Table 1 by the calculating value of the coefficient, as follows:

Table 1

Group of jobs	Name of jobs - employees/ Qualification levels	Complexity coefficient
1	2	3
I-IV	- manipulation jobs and technical staff Level (I) Sublevel one (I1):	2.60

	-a qualification acquired by finalising part of a programme of elementary education (finished at least the first cycle of elementary education or a programme of functional literacy)	
	- a skilful qualifications or part of a skilful qualification with a minimum of one credit CSPK.	
	Sublevel two (I2):	2.91
	-a qualification of finalised elementary education;	
	-a skilful qualification or part of a skilful qualification with a minimum of one credit CSPK.	
	Level two (II):	
	-qualification of a lower skilful education (120 credits CSPK);	3.28
	-a skilful qualification or part of a skilful qualification with a minimum of one credit CSPK.	
	Level three (III):	
	-a qualification of secondary professional education (180 credits CSPK);	4.07
	-a professional qualification or part of a professional qualification with a minimum of one credit CSPK.	
	Level (IV)	
	Sublevel one (IV1):	4.44
	-a qualification of secondary general and professional education (240 credits CSPK);	
	-a professional qualification or part of a professional qualification with a minimum of one credit CSPK.	
	Sublevel two (IV2):	
	-a qualification as a repairperson (60 credits CSPK)	5.10
	-a senior lab technician	5.38
IV- VIII	- law service, student service, audit, accounting and public procurement, library Administration jobs, professional staff, Rector adviser, Vice Rector adviser, Head of the Rector's office, Director, Manager, Head,	
	Level (IV)	
	Sublevel one (IV1):	
	-a qualification of a general elementary professional education (240 credits CSPK);	5.02
	-a professional qualification or part of a professional qualification with a minimum of one credit CSPK.	
	-a Senior lab technician	5.45
	Level five (V):	
	-a qualification of higher professional education (120 credits CSPK);	5.68
	-a professional qualification or part of a professional qualification with a minimum of one credit CSPK.	
	Level (VI)	

	-a qualification of higher education (180 credits CSPK);		
	-a professional qualification or part of a professional with a minimum of one credit CSPK.		6.48
	Level (VII)		
	Sublevel one (VIII):		
	-a qualification of higher education (240,180+60, 300, or 360 credits CSPK).		
	-a professional qualification or part of a professional qualification with a minimum of one credit CSPK.		
	Sublevel two(VII2):		6.84
	-a qualification of higher education (180+120 or 240+60 credits CSPK);		
	-a professional qualification or part of a professional qualification with a minimum of one credit CSPK		7.56
	Level eight (VIII):		
	-a qualification of higher education (300+180 credits CSPK);		8.01
	-a professional qualification or part of a professional qualification with a minimum of one credit CSPK.		
	-Academic titles, Scientific titles, Associate titles, Research titles and Professional staff in teaching		
VII-VIII	Level (VII)	-Associate, Vocational	6.84
	Sublevel one (VIII):	Associate, Lecturer	
	-a qualification of higher education (240,180+60, 300, or 360 credits CSPK).	-Senior Professional Associate, Senior Researcher, Senior Lecturer	7.56
	-a professional qualification or part of a professional qualification with a minimum of one credit CSPK		
	Sublevel two (VII2):	-Associate	8.01
	-a higher education qualification (180+120 or 240+60 credits CSPK);	-Senior Professional Associate, -	
	-a professional qualification or part of a professional qualification with a minimum of one credit CSPK	Senior Researcher, - Senior Lecturer	8.29
	Level eight (VIII):	-Associate	8.59
	-a qualification of higher education (300+180 credits CSPK);	-Assistant Prof, Scientific Associate	9.32
	-a professional qualification or part of a professional qualification with a minimum of one credit CSPK.	-Associate Prof, Senior Scientific Associate	10.33
		-Full Prof.,	

The coefficient from Paragraph 1 Table 1 of this Article, for administrative and technical jobs with the level of qualifications IV, VI, VII and VIII are increased based on title, academic name, progress in the job and function, for amounts given in Table 2 as follows:

Table 2

Finalised degree			Supplement to coefficient
1		2	3
VII	PERFORMING FUNCTION HEAD OF SERVICE DEPARTMENT, MANAGER	-Organisational units of the University	0.36
VII	SECRETARY	-Organisational units of the University	0.73
	HEAD OF THE RECTOR'S OFFICE		1.09
	ADVISOR		1.09
	VICE RECTOR		
	RECTOR ADVISOR		2.14
	ADVISOR AT THE RECTORATE		0.72
	SERVICE DEPARTMENT MANAGER IN THE RECTORATE		0.98
	DEPARTMENT MANAGER IN THE RECTORATE		0.73
	SECTOR HEAD IN THE RECTORATE		1.09
	DEPUTY		0.73
	GENERAL SECRETARY OF THE UNIVERSITY		2.47
VII	ACADEMIC TITLE Senior Librarian		0.36
VII	Librarian Advisor		0.73
VII	National Law Exam		0.36
VII	Authorised/Certified Accountant/Authorised Auditor		0.36
VII	MASTER'S DIPLOMA within the professional field		0.58
	PHD within the professional field		0.88

	MASTER'S DIPLOMA out of the field of the job being performed	0.30
VII	PHD out of the field of the job being performed	0.58

1.2. The Particular Part of Earnings

Article 21

The particular part of earnings includes costs remuneration for hot meals and bonuses.

The particular part of earnings, in gross amount, is 70% of the calculating value of the coefficient.

Article 22

Calculating the value of the coefficient is determined in accordance with the Law.

1.3. The Load Valuation of Lecturing

Article 23

The load of an academic employee and a professional engaged in lecturing is determined annually.

These earnings are calculated on the basis of the value weekly load at semester level.

The value of the load represents the sum of the number of lectures weekly multiplied by all the applicable corrective coefficients, for all subjects taught by a person.

Part of the main earnings from Article 20 Paragraph 1 Table 1 and Paragraph 2, Table 2 of this Agreement for employed academic and professional staff is brought through the calculated weekly load, determined at semester level, which is equal to the norm of lectures:

- Four hours of lectures- Full Professor, Associate Professor, Assistant Professor;
- Eight hours of lectures- Professor and Teacher at a Higher sShool;
- Twelve hours in the teaching process- Higher lecturer and Lecturer;
- Six hours in the teaching process- Associate in Teaching;
- Fourteen hours in the teaching process- Senior Associate and Professional Associate; and
- Twenty-two hours in the teaching process – Senior Lab Technician and Lab Technician.

The corrective coefficients are as follows:

- 1.2 for lectures within clinical subjects;
- 0.8 for each repeated hour or group;

- 0.5 for exercises performed by a teacher;
- 1.2 per hour for academic studies;
- 1.1 per hour for Master's studies;
- 1.2 per hour for Doctoral studies;
- 0.5 for a teaching hour within the area of Natural Mathematical and Technical Sciences or within the field of the Arts for a subject which has less than three enrolled students for the first time as well as teaching lesson within the area of Social Sciences for subject having less than five students enrolled for the first time; and
- 0.1 for Mentorship teaching.

Article 24

Academic and professional staff shall spend at least 30% of their working hours on scientific research.

Academic and professional staff may, in accordance with needs of business processes, dedicate 30% of their working hours to professional and administrative tasks.

Science and research staff shall dedicate their entire working hours to scientific research and professional-administrative work.

Non-academic staff, when the working process requires, shall dedicate at least 10% of their working hours to tasks relating to scientific research activities.

Non-academic staff have the right to be engaged in the implementation of projects and market affairs, in a way and scope which does not jeopardise the regularity of his/her working obligations in teaching and other working processes.

1.4. Hired Staff

Article 25

Remuneration for lectures held by hired teaching staff who are not employed at the University, as well as for teaching staff who are engaged based on an agreement on additional employment at the University, is calculated in the same way as the salary increase of employees from Article 26 of this Agreement and is paid for five months per semester.

1.5. Increases or Decreases in Main Earnings

Article 26

Main earnings based on the determined average calculated weekly load may be increased or decreased.

For the average determined calculated weekly load increased by 100% at the most, the number of lectures prescribed by the Statute of the UoM, the main earning is proportionally increased by up to 50%.

Employed academic and professional staff not having the prescribed number of lectures, shall accept lecturing in a similar area in accordance with the decision of the Commission, or else the UoM Senate, where otherwise earnings are decreased proportionally, up to 30% of earnings at the most.

Article 27

Performing administrative or managerial tasks at the University and Organisational units is calculated as follows:

- the function of Rector, Vice-Rector, Dean or Director is calculated as equal to the weekly norm of lectures;
- the function of Vice-Dean is calculated as $\frac{1}{2}$ of the weekly norm of lectures;
- the function of Study programme Manager is calculated as $\frac{1}{4}$ of the weekly norm of lectures.

Article 28

An employee, who performs certain tasks within the Bodies of the University and the Organisational units, has working extras in accordance with the following coefficients:

a) Functional extras:

- University Rector6.52;
- Vice Rector4.35;
- Dean of a Faculty, Director of an Institute.....4.35;
- Director of a Centre at the Rectorate.....3.56;
- Vice Dean, Deputy Director of an Institute.....2.17;
- Manager of a Study programme.....1.45;

b) Other extras:

- Chairman of the Board of Directors.....4.35;
- Member of the Board of Directors.....2.90;
- President of the Scientific Board, Court of Honour.....2.85;
- Membership of a permanent Professional or Working Body of the University.....2.17;
- Senate Member.....2.17;
- Membership of a Vocational Council.....1.45;

- Secretary of the Board of Directors.....1.45;

The employee may exercise the right from Paragraph 1 of this Article on two grounds at the most.

Article 29

Employee earnings are increased for every started work year as follows:

- Up to ten years.....0.50%;
- From eleven to twenty years0.75%;
- Over twenty years.....1.00%.

Article 30

Employee earnings are increased by the hour:

- 40% for night work (between 10 p.m. and 6 a.m.);
- 150% for work during national and religious holidays;
- 40% for longer work than working hours (overtime work);
- 50% for work during weekly holiday, if the employee is not provided with days off.

Article 31

Earnings for professional staff and non-academic staff may be increased depending on the work scope by up to 45% of their main earnings.

The Organisational units of the University on that basis may increase in total the monthly earnings by up to 5% of the total basis of the main earnings of employed non-academic staff.

Article 32

Extras for activities in the function of the implementation of lectures (working in commissions for application and evaluation of thesis, mentorship and so on) shall be determined by a special Act of the competent Body of the University.

IV. REMUNERATION AND OTHER INCOME

Article 33

An employee has remuneration of up to 100% when he/she uses leave prescribed by the Law to be remunerated as though he/she is at work.

An employee, who uses paid leave for his /her education and professional improvement which is not requested by employer, has:

- 20% of their main earnings (single) if a scholarship is used;
- 60% of their main earnings if their spouse is not employed, having a scholarship;

- 90% of their main earnings if he/she has children, the spouse is not employed and having a scholarship.

If an employee, whose spouse is employed, uses paid leave, the amount from Paragraph 2 Items 2 and 3 of this Article is decreased by 20%.

Article 34

If an employee, at the employer's request, ceases to work before the deadline for notice expires, he/she has right to remuneration and other rights on the grounds of work as though he/she worked until the notice expired.

During his/her leave due to searching for new employment during the notice period within 30 days, the employee has the right to remuneration as though he/she is working.

If an employee stops working before the notice expires according to an agreement with the employer, the employer is obliged to pay remuneration proportional to the working hours during the notice deadline.

Article 35

Other income of employees from projects, from market jobs and within special forms of teaching (formal, informal, training, courses and so on) are determined by a special Act of the University.

Article 36

For exceptional contributions to development, especially to the international positioning of the University through publishing results of scientific research work in leading referential categories, achieving academic mobility at highly ranked universities or in other equivalent ways, an employee may be rewarded.

The procedure, terms of evaluation and ways of rewarding are prescribed by a special Act of the University.

Article 37

The employer is obliged to provide help to the employee or the employee's close family in cases of:

- Death of the employee – six minimum net earnings;
- Death of a close family member- four minimum net earnings;
- The procurement of orthopaedic apparatus for the rehabilitation of the employee – five minimum net earnings maximum.

If several members of close family are employed at the University, the right from Paragraph 1 Item 2 of this Article may be exercised by only one family member.

An applicant for exercising the right from Paragraph 1 Item 2 of this Article is obliged to deliver with the rest evidence stating that other close family members who are employees at the University did not exercise their right regarding the issue.

Article 38

The employee, or his/her closer family, can be paid by the employer in terms of short term help in the amount of five minimaum net earnings in cases of:

- The lengthy or more serious illness of an employee or a member of his/her closer family;
- The health rehabilitation of the employee;
- The occurence of invalidity of the employee;
- Mitigating the consequences of natural disasters in an uninsured housing facility of the employee;
- The procurement of remedies for an employee or close family member.

Article 39

The employer may pay the employee a jubilee award for work at the University in the amount of:

- 0. 7 minimum net earnings..... for ten years of work;
- 1. 4 minimum net earningsfor twenty years of work;
- 2. 1 minimum net earningsfor thirty years of work;
- 2. 8 minimum net earningsfor forty years of work.

Article 40

The employer may provide to an employee a winter fee in the amount of one minimum net earning.

Article 41

The employer pays to the employee a remuneration fee when taking retirement, in accordance with the Law.

V. RENUMERATION OF INCREASED COSTS OF EMPLOYEES

Article 42

The employer shall pay the costs of employee which occur during employment, in accordance with the Law.

VI. DISCIPLINARY RESPONSIBILITY

Article 43

An employee, who does not meet their obligation by his/her own fault or does not comply with the decision of the employer, shall be accountable for a violation of working duty.

The employee shall be guilty if the violation is made with premeditation or out of negligence.

A violation of working duty may occur by the act or the omission of the employee.

1. Violation of Working Duty

Article 44

Minor violations of working duty include:

- 1) Disrespect of working hours;
- 2) Irregular or careless storage of official documentation or data not being confidential;
- 3) Unjustified absence from work for two days continuously or two working days during six months;
- 4) Not acting in accordance with the regulations on protection and health at work.

Article 45

Major violations of working duty include:

- 1) Non-performance or unconscious, undue or reckless performance of duty, or else if an employee unjustifiably refuses to meet the obligations prescribed by the labour contract;
- 2) Irregular management of allocated funds;
- 3) Abuse of position or authority;
- 4) Revealing business secrets determined by the Act of the employer;
- 5) Violation of working obligations having more severe consequences for the employer;
- 6) Psychological abuse or humiliation of other employee, such that it would jeopardise his/her reputation, personal dignity and integrity (bullying);
- 7) If he/she relates to the assets of the employer recklessly or he/she causes material damage on a greater scale determined by an Act of the employer.

Disciplinary Proceedings

Article 46

Disciplinary proceedings shall be initiated based on a request made by an employee or on the perception that a violation of working obligation has occurred.

Disciplinary proceedings shall be initiated by a written Act, containing in particular: the personal name of the employee, their job position, a description and timeframe of the violation and evidence demonstrating the violation.

The Act from Paragraph 2 of this Article shall be delivered to the employee within 15 days from the day of submitting the request from Paragraph 1 of this Article, or else from the discovery that the violation occurred.

Article 47

Each disciplinary proceeding is urgent.

The employer delivers a call for a dispute to the request applicant, the employee against whom the proceeding is initiated, witnesses (if any) and to the representative of the Union organisation of the employer's (hereinafter: the Union Employer Organisation) whose member is the employee, at the latest eight days before the main dispute is scheduled.

The Employer may delegate the conduct of disciplinary proceedings to a professional person from their administration or to a third party (hereinafter: the Authorised Party).

Authorisation on the delegation of the conduct of disciplinary proceedings shall be delivered in written form and deposited in the documentation of cases.

In the procedure of the determination of the responsibility of the employee, with his/her consent, the employer or the Authorised Party provides for the participation of the Union employer representative of whom the employee is a member.

Article 48

The employee, in disciplinary proceedings, at his/her request, may be represented by a union employer representative of the union of which the employee is a member (hereinafter: the Representative).

The employee has the right to engage a defence attorney.

Article 49

Each disciplinary proceeding is public.

The transparency of the dispute may be restricted only to preserve a business secret, to maintain order or for moral purposes.

The restriction of transparency does not relate to the employee against whom the proceeding is initiated, his/her representative, or else defence attorney or the union employer representative of the union of which the employee is a member, or else the representative of the employees.

People taking part in a dispute with restricted public access shall keep as a secret the facts revealed at the dispute.

Article 50

The dispute proceeding is oral.

The employee shall be provided with the opportunity to make a statement during the proceeding.

If the employee against whom the disciplinary proceeding is initiated is regularly invited, and he/she did not justify the reasons for his/her absence, the dispute may be held without his/her presence.

If the employee, due to a temporary disability to work is not able to participate in an oral dispute, and he/she did not engage a representative or a defence attorney, his/her statement may be delivered in written form.

Article 51

The dispute may be postponed only for justified reasons, when all relevant evidence has not been gathered or if the presence of witness is necessary.

In cases of dispute prolongation, the day, hour and place of a new dispute shall be defined or a new one shall be scheduled afterwards; where participants are informed directly or afterwards via a dispute call.

The main dispute shall be ended within 60 days from the day of the first dispute appointment.

Article 52

In a dispute proceeding, the evidence is presented and used for the determination of facts on which depend the responsibilities of the employee.

The employer or Authorised entity shall decide which evidence will be presented and how it will be presented.

The employer or Authorised entity may also decide to present the evidence not being proposed, or else that which has been given up.

Article 53

If it is necessary, during the proceeding an investigation or expert evaluation shall be conducted in order to define the circumstances and facts with regard to a violation of working obligation.

Article 54

After the evidence proceeding is completed, the employer or the Authorised entity shall allow the employee, representative or defence attorney if the employee has hired them to speak in response.

The employee against whom the proceeding is initiated has the right to declare him/herself whether they accept the defence of a representative or attorney.

Article 55

During the dispute the register is recorded stating data on the employer, or else the Authorised entity, the place and time of the dispute, the employee against whom the proceeding is initiated, the dispute participants, the content of the request for initiation, the statement of the employee on the

violation, the statement of the Union representative, witnesses and experts and evidence during the proceeding.

The register is signed by the employer, or else the Authorised entity, the employee against whom the proceeding is initiated, or else their representative and the clerk.

Article 56

The employer shall make a decision after the proceeding is finalised.

The decision from Paragraph 1 of this Article shall contain: an introduction, a statement, a justification and a suggested solution.

The decision from Paragraph 1 of this Article may declare the employee responsible while imposing a disciplinary measure.

The proceeding against employee is aborted if:

- The proceeding is no longer relevant;
- The work relationship between the employee with employer ceases for some other reason;
- It is determined that the behaviour of the employee does not represent a violation of working obligations;
- There is no evidence that the employee made the violation that they are accused of;
- The applicant withdraws the request for the conduct of the disciplinary proceeding;
- A decision has already been made regarding the same violation.

The proceeding towards the employee is completed by freeing them from responsibility if there is real confusion or any form of execution which is the result of an illegal order of a superior.

The employer shall deliver the decision from Paragraph 1 of this Article to the employee, or else to his/her defence attorney if there is one, and the Union representative who participated in the proceeding, at the latest within eight days from the day of decision-making.

Article 57

When imposing disciplinary measure for the violation of a working obligation, the following shall be considered: the severity of the violation, the earlier work and behaviour of the employee, the facts if a return is in question, as well as other responsibilities which may affect the type and level of the disciplinary measure.

Article 58

The decision of the employer from Article 56 of this Agreement shall be final.

The employee may initiate proceedings against the final decision before a competent court, within 15 days from the day of the delivery of the decision.

The initiation of a proceeding before a competent court does not prevent the decision from Paragraph 1 of this Article being executed.

VII. TERMINATION OF THE NEED FOR THE WORK OF EMPLOYEES

Article 59

When it is determined that there is no more need for an employee's work because of technical, financial or organisational changes, the programme for exercise the rights of employees is implemented.

The programme from Paragraph 1 of this Article is adopted by the Management Board, at the proposal of the Rector.

Article 60

The employee consults the Union regarding the implementation of the programme for introducing technical, financial and organisational changes and the programme for the exercise of the rights of employees whose work is no longer needed.

Article 61

Technical, financial and organisational changes as reasons for the cessation of working needs shall imply:

- Reduction of the scope of work (termination of the post or Service Department, a reduction in the number of employees in certain job posts, a reduction in the number of subjects, groups or number of lectures, the number of students and so on);
- Introducing new forms of work organisation and new education programmes, changes in the education programme resulting in a decrease in employee numbers;
- The merging, relocating or abolition of a Study programme or unit, as well as other status changes to Organisation units or the University resulting in a decrease in the number of employees.

Article 62

The programme for resolving the status of employees whose work is no longer needed contains the rights which may be exercised by employees as follows:

- Allocation to other jobs;
- Work for another employer;
- Prequalification or additional qualification; and
- Other measures in accordance with the Labour contract.

The programme from Paragraph 1 of this Article, is adopted in accordance with the University Statute, and it contains data on employees whose work is no longer needed, the jobs they performed, their qualification structure, age and measures to be undertaken for their employment.

Article 63

The determination of employees whose work is no longer needed is made based on:

- The quality of job performed;
- The contribution of the work of the employee.

Article 64

The quality of job performed is determined based on the results of work, for the following:

- Above average results – 35 points;
- Average results – 20 points;
- Minimum results- 5 points.

The results of the work of staff with academic title are determined by a Parity Commission of the University according to the prior opinion of the Dean and the Committee of the Organisational Unit. During the estimation of working results, special consideration will be made for work assessments of an employee in teaching in the conducted student surveys for the previous period.

The results of the work of associates, technical and administrative staff are determined by the Parity Commission, according to the previously delivered opinion of the subject teachers and managers of the administrative service departments.

The Commission from Paragraphs 2 and 3 of this Article is comprised of two representatives of the Institution and two members of the employer Union.

The results of work are determined for a period of at least a year before the initiation of the proceeding for the determination of the redundancy of employees.

Article 65

The contribution in work of an employee is determined based on the results achieved in work, the success of students, years of working experience and the level of the implemented working plan for a period of at least a year before the initiation of the proceeding for defining the redundancy of employees.

The contribution from Paragraph 1 of this Article is valued as follows:

- For exceptional contributions- 30 points;
- For average contributions- 20 points;
- For minimum contributions- 10 points.

Years of working experience are valued as follows:

- For each year of working experience- one point;
- For each year of working experience at the University- an additional 0.5 points.

Article 66

Based on the criteria foreseen by this Agreement and the programme, the ranking list of employees is determined for all jobs, or else groups of jobs for which it is determined that a lower number of actors is needed than the number prescribed by the Act on the Organisation and Systematisation of Posts.

The ranking list is determined by the Commission from Article 64 of this Agreement, in accordance with the criteria from this Agreement and the programme, and it is emphasised on the bulletin board of the Institution.

Based on the ranking made, the employer defines the redundancy of employees with the least number of points and makes a decision on the employees being made redundant.

Article 67

An employee whose work is no longer needed has the right to complain to the Management Board of the University regarding the decision from Article 66 of this Agreement, within 15 days from the day of the delivery of the decision.

Before decision-making on the complaint of an employee, the Management Board shall consider the opinion of the Union.

Article 68

An employee whose work is no longer needed, and who has not been provided by any right from Article 62 of this Agreement, the employer shall pay a redundancy fee in accordance with the Law.

VIII. THE TERMINATION OF A LABOUR AGREEMENT

Article 69

Alongside the reasons determined by the Law, the employer may terminate the contract on labour with the employee in the following situations:

- 1) If, when the working relation was being made or an appointed to another post (job), the employee gave false information or kept secret information that is significant to the work, or else to the performing other jobs;
- 2) If the employee, without the employer's knowledge, in opposition to an Act of the University or a concluded contract, violated the rights and obligations on competition restriction;
- 3) Unjustified absence from work for more than two days continuously, or five working days with interruptions during the calendar year;
- 4) Coming to work under the influence of substances, being under influence of substances during work, refusing to be tested in order to determine whether he/she is under the influence of substances by trained person, in accordance with special regulations;

- 5) The usage and disposal of a working vehicle, machine or apparatus in opposition to the Act of the employer and which the employee was previously acquainted with;
- 6) If he/she abused the right to absence for temporary inability for work, especially if he/she during a temporary inability to work, was employed at another employer, or if he/she does not deliver a report on a temporary inability to work, personally or by other person, within five days from the day of issuing the report;
- 7) If he/she violated the regulations on the protection and health at work causing danger to his/he own and other employee's health, or more severe injuries at work, professional illnesses or illnesses connected to work;
- 8) Violent, inappropriate, or insulting behaviour towards parties or employees;
- 9) If the employee, without a justified reason, does not come back to work within two days from the day when an unpaid absence finishes, or else within 30 days from the day when their working rights and obligations cease to be suspended;
- 10) If an employee perpetrates a criminal offence at work or in connection to work.

In situations from Paragraph 1, Points 1, 3, 5, 6 and 7 of this Article, the employer will in written form previously warn the employee on the reasons for the termination of the work contract, leaving a deadline of five working days for a response in written form.

The warning from Paragraph 2 of this Article shall be delivered by the employer in written form to the Union of which the employee is a member for an opinion and they are obligated to express him/herself in written form.

In situations from Paragraph 1, Points 3, 5, 6, 8, 9 and 10 of this Article, the employer may terminate the labour contract without a termination deadline of 30 days from the day of submitting the decision on the termination of work.

IX. PARTICULAR CONDITIONS FOR THE OPERATION OF THE UNION

Article 70

The employer is obliged to provide conditions to the Union for the efficient performance of Union activities which protect the interests and rights of employees, as follows:

- Office space;
- Offices for meetings within Public Institution facilities;
- Technical and administrative assistance in their work to the extent necessary to carry out activities (fax usage, internet and internet services, space for a bulletin board, computers, photocopiers and so on.)
- Other means and conditions for the operation of the Union, in accordance with this Agreement.

Article 71

The employer shall respect the working rights of the Union as follows:

- The Right to organisation;
- The Right to participation in Union activities at a local, national and international level;
- The inviolability of Union funds, assets, Union facilities, Union mail and phone conversations;
- Access of the media to Union facilities.

Article 72

The employer shall make it possible for the Union to act in accordance with its roles and tasks, so as to:

- Start initiatives, submit requests and proposals and to have opinions, as well as to be informed on issues relevant to the professional and economic interests of employees, releasing employees due to redundancy on technical grounds, status and other changes and so on.;
- Require and consider the opinion and proposals of the Union before making decision significant to the professional and economic interests of employees, releasing employees due to technical, economic, organisational and other changes, the definition and ranking of jobs and so on.
- Duly, and at the latest five days before sessions are held, to inform the Union and deliver material for the participation in sessions of the Bodies of employers where its opinions, proposals, initiatives are considered and decisions are made that are significant to the professional and economic interests of employees;
- Together with the Union, to decide on social issues related to higher standard of employees and housing issues.

Article 73

Once a year, the employer is obliged to inform the Union about:

- The business and financial results achieved at an annual level;
- Development plans and their influence on the position of employees;
- The planned introduction of technological, economic and organisation changes and the programme of the enforcement of the rights of employees whose work is no longer needed;
- A list of employees, their working status and qualification structure;
- The total calculated gross and paid net earnings, including contributions for obligatory social insurance;
- Recorded violations at work and undertaken measures of safety and protection and health at work, in accordance with the Law;
- Completed overtime work.

Article 74

An employer may, at the request of the Union, provide for the professional performance of the function to a representative of the Union in such a way that their salary, remuneration and other income are a burden of the employer.

The conditions, means and procedure of the professionalization of the work of the President of the Union shall be prescribed by special Act (agreement) of the contractual signatories of this Agreement.

A representative of the Union who performs their Union activity full time (professionally) has the right to return to the job position performed by him/her before they took the Union function; if that previous job post does not exist then he/she will be appointed to another job suitable to his/her qualification.

In the case of a representative of the Union who does not perform Union activity professionally, the provision of Article 26 Paragraph 3 of this Agreement shall be applied.

Article 75

A Union representative at an adequate level, has the right, for the purposes of union activities, to be absent from work with remuneration, so as to participate in Union meetings, seminars, Union education, courses, congresses and conferences in the country and abroad, up to a duration of 20 hours per month, but to duly inform the employer, at least three days before the absence.

Article 76

A Union representative at an adequate level during the performance of Union activities and six months afterwards shall not be obliged regarding Union activities performance, in addition he/she shall not be pronounced as an employee whose work is no longer needed and he/she shall not be appointed to another job or at another or the same employer or in any other way brought into an inconvenient position if he/she acts in accordance with the Law and the Agreement.

Article 77

X. OTHER RIGHTS OF EMPLOYEES

For housing issues, the housing fund is established, as an organisational part of the Union.

Each employee becomes a voluntarily member of housing fund.

Funds for the operation of the housing fund shall be raised from the net earnings of employee, funds allocated by the Management Board for this purpose and from other funds, in accordance with the Law.

Managing housing issues, with complete or partial use of housing funds, may be performed only for fund members.

The means of the operation of the housing fund, fund membership and fund allocation from net earnings of fund members shall be regulated by a special Act of the Union.

Article 78

The employer shall, when making payments to an employee, pay funds of at least 0.22% from accounted gross earning into the bank account of the special Union fund.

Funds paid on this basis may be used only for the prevention of working disability and the recreational vacation of employees – that is members of the Union.

The means of use of these funds shall be regulated by a special Act of the Union.

The Union may deliver an annual report on the means of funds usage to the employer.

Article 79

As well as the paid part of the extra income for an annual vacation, the employer shall pay special funds of solidarity at the level of 5%, into the bank account of the Union Solidarity Fund.

Funds of solidarity shall be used as aid to employees employed by the employer, who are in a difficult financial situation, as help for long term treatment and the purchase of necessary remedies, scholarships for students and pupils from the poorest families and so on

The means of usage of these funds shall be regulated by a special Act. The Union may deliver to the employer an Annual Report on the means of funds allocation.

Article 80

The employer provides accounts and a charge for union membership to union members through the payment lists. Funds on this basis are paid by the employer to the accounts of the union at an adequate level, in accordance with the Acts of these unions.

The employer shall provide payment for the suspension of part of any income (credit, alimony and obligations according to all administrative restrictions from Organisations and Institutions) through authorised service.

Article 81

The employer shall provide protection and health at work to each employee, in accordance with the Law.

The employer, in accordance with a special Act, is obligated to write a report on the conducted measures of protection and health at work, and to deliver it to the Union.

Article 82

The employer shall collectively insure employees against the consequences of an accident at work and out of work and death risks from illness, according to the conducted legal procedure.

XI. CONCLUSION AND IMPLEMENTATION OF THE AGREEMENT

Article 83

This Agreement is considered concluded when the same text is accepted and signed by the authorised representatives of the contractual parties.

Article 84

The implementation of this Agreement is monitored by the contractual parties.

The Commission for the Monitoring, Implementation and Interpretation of this Agreement (hereinafter: the Commission) is comprised of the contractual parties.

The Commission is comprised of two representatives of each contractual party.

The Commission at least once a year informs signatories about the implementation of this Agreement.

Members of the Commission have the right to remuneration determined by a special decision of signatories of this Agreement.

Article 85

The Commission gives professional interpretations and opinions regarding the implementation of this Agreement.

The methods of work and decision-making of the Commission are determined by a special Act.

Article 86

Individual labour disputes occurring in exercising the rights of employee at work, as well as collective labour disputes occurred in the concluding, implementing and amendment of this Agreement and exercising the rights to union organisation, may be solved in accordance with the Law which regulates peaceful dispute settlement.

Article 87

Each contractual party may start an initiative for changes to this Agreement or for developing a new one.

The contractual party which submitted the initiative for changes to this or for developing a new agreement shall, alongside the initiative, submit a justified proposal of the provisions of collective agreement proposed for change, or else a justified proposal of a new collective agreement.

In the case mentioned in Paragraph 2 of this Article, the signatory parties shall within 15 days start negotiations for a change to the existing or the conclusion of a new collective agreement.

If within three months from the beginning of the negotiations the agreement is not reached, the contractual parties agree to initiate a proceeding before the Agency for Peaceful Dispute Settlement.

If in the procedure before the Agency for Peaceful Dispute Settlement no agreement is reached, the party which submitted the initiative from Paragraph 1 of this Article may simply cancel the implementation of this Agreement. The cancellation deadline is three months from the day of cancellation delivery.

XII. FINAL PROVISIONS

Article 88

This Agreement shall be concluded for an indefinite period.

Article 89

This Agreement shall be published in the "Official Gazette of Montenegro".

Article 90

On the day when this Agreement shall come into force, the existing Collective Agreement shall be terminated for the University of Montenegro ("Official Gazette RMNE", number 52/06 and "Official Gazette MNE", number 16/07).

Article 91

This Agreement shall come into force on the following day after the day of publishing in the "Official Gazette of Montenegro".

This Agreement is concluded on October 27th 2016.

Number: 630-1371/2016-1

Podgorica, October 27th 2016

The Union of the University of Montenegro

The President

Mr Vukasin Zogovic,

The Government of Montenegro

The Minister of Education

Mr Predrag Boskovic

The University of Montenegro

The Rector

Prof. Radmila Vojvodic

