

EMPLOYMENT AGREEMENT	Ugovor o radu
<p>This Employment Agreement ("Agreement") is made and entered into as of _____, 20____, by and between [Name of Dzemat] , a [State corporation] (EMPLOYER") and [Name of Imam] , ("EMPLOYEE"), who agree as follows:</p>	<p>Ovaj Ugovor o radu ("Sporazum") je sastavljen i potpisana na dan _____, 20____, između [Ime Dzemata], [državna korporacija] (POSLODAVAC) i [Ime Imama], ("Zaposlenika"), koji su se usaglasili kako slijedi:</p>
<p>RECITALS.</p>	<p>Preamble</p>
<p>This Agreement is made and entered into with reference to the following facts and circumstances:</p>	<p>Ovaj Ugovor je sklopljen s obzirom na sljedeće činjenice i okolnosti:</p>
<p>EMPLOYER is a 501(c)(3) nonprofit organization that has a religious, charitable, scientific, literary, or educational purpose, and EMPLOYER desires to engage the services of a qualified imam.</p>	<p>POSLODAVAC je neprofitna organizacija 501 (c) (3) koja ima vjerske, dobrovorne, znanstvene, književne ili obrazovne svrhe, a POSLODAVAC želi angažirati usluge kvalificiranog imama.</p>
<p>EMPLOYEE desires to render services to EMPLOYER pursuant to the provisions and conditions provided in this Agreement.</p>	<p>Zaposlenik želi pružati usluge POSLODAVCU sukladno odredbama i uvjetima predviđenim ovim Ugovorom.</p>
<p>EMPLOYMENT</p>	<p>Hire</p>
<p>EMPLOYER does hereby employ and hire EMPLOYEE to work as an imam under the provisions and conditions of this Agreement. EMPLOYEE hereby does accept and agree to such employment.</p>	<p>POSLODAVAC ovim putem zapošjava i zapošjava Zaposlenog da radi kao imam prema odredbama i uvjetima ovog Ugovora. Zaposlenik prihvata takvo zapošljavanje.</p>
<p>TERM</p>	<p>Term</p>
<p>The regular, full-time employment period ("Regular Period") shall commence on _____ (the "Effective Date") and shall terminate at will of EMPLOYER and/or EMPLOYEE thereafter, subject to prior termination under Section 7, below.</p>	<p>Redovito, puno radno vrijeme ("Redovito razdoblje") započinje na _____ ("Datum stupanja na snagu") i prestaje po volji POSLODAVCA i / ili Zaposlenika nakon toga, uz prethodni raskid prema Odjeljku 7, u nastavku.</p>
<p>At the completion of the full term of the Regular Period of this Agreement, EMPLOYER will review EMPLOYEE's</p>	<p>Po završetku cijelog razdoblja redovitog trajanja ovog Ugovora, POSLODAVAC će revidirati rad Zaposlenika. Ako POSLODAVAC izrazi</p>

<p>performance. If EMPLOYER finds EMPLOYEE's performance satisfactory and decides, in EMPLOYER's sole discretion, to continue EMPLOYEE's employment, EMPLOYER will so advise EMPLOYEE. Completion of the term of this Agreement does not entitle EMPLOYEE to remain employed by EMPLOYER for any definite period of time thereafter.</p>	<p>zadovoljstvo naspram ZAPOSLENIKA i odluči, prema vlastitom nahođenju, da nastavi zaposlenje ZAPOSLENIKA, POSLODAVAC će o tome obavijestiti ZAPOSLENIKA. Završetak trajanja ovog Ugovora ne daje pravo ZAPOSLENIKU da ostane zaposlen kod POSLODAVCA za bilo koji određeni vremenski period nakon toga.</p>
<p>COMPENSATION</p> <p>The EMPLOYER shall pay EMPLOYEE and the EMPLOYEE agrees to accept in full payment for his service compensation as detailed hereunder:</p>	<p>NAKNADA</p> <p>POSLODAVAC će platiti ZAPOSLENIKU i ZAPOSLENIK pristaje da u cijelosti prihvati naknadu za svoju uslugu kako je navedeno u nastavku:</p>
<p>Basic gross salary of _____ per year.</p>	<p>Osnovna bruto plaća od _____ godišnje.</p>
<p>Housing allowance _____ per year. (Optional)</p>	<p>Stambena naknada _____ godišnje. (Nije obavezno)</p>
<p>Reimbursement of the cost of health Insurance for the EMPLOYEE and his family up to a maximum amount of _____. (Optional)</p>	<p>Povrat troškova zdravstvenog osiguranja za zaposlenika i njegovu obitelj do maksimalnog iznosa od _____. (Nije obavezno)</p>
<p>The EMPLOYER will match up to ____% of EMPLOYEE's salary as an investment into Roth IRA or 401(k) plan.</p>	<p>POSLODAVAC će uplatiti do ____% plaće zaposlenika kao ulaganje u Roth IRA ili 401 (k) plan.</p>
<p>Bonus based on performance. (Optional)</p>	<p>Bonus na temelju izvedbe. (Nije obavezno)</p>
<p>EMPLOYEE has a right to a pay increase of minimum of 2% yearly.</p>	<p>ZAPOSLENIK ima pravo na povećanje plaće za najmanje 2% godišnje.</p>
<p>EMPLOYER shall pay Compensation to EMPLOYEE weekly, biweekly, or monthly, in full compliance with Labor Code.</p>	<p>POSLODAVAC isplaćuje Naknadu ZAPOSLENIKU tjedno, dvotjedno ili mjesечно, u skladu sa Zakonom o radu.</p>
<p>EMPLOYER shall pay all employer payroll taxes and worker's compensation premiums attributable to EMPLOYEE's compensation during the Term of this Agreement.</p>	<p>POSLODAVAC će platiti sve poreze na plaću poslodavca i premije radnika za kompenzaciju koje se mogu pripisati kompenzaciji zaposlenika tijekom trajanja ovog Ugovora.</p>

<p>EMPLOYER will reimburse EMPLOYEE for reasonable expenses incurred by EMPLOYEE in the performance of his/her duties, provided such expenses have been approved by EMPLOYER in advance, and EMPLOYEE provides documentation of such expenses as necessary to comply with the policies and directives of EMPLOYER, and the Internal Revenue Service requirements for substantiation of business expenses.</p>	<p>POSLODAVAC će nadoknaditi ZAPOSLENIKU razumne troškove koje je ZAPOSLENIK imao u obavljanju njegovih dužnosti, pod uvjetom da su ti troškovi unaprijed odobreni od strane POSLODAVCA, a ZAPOSLENIK dostavlja dokumentaciju o tim troškovima kao nužne za usklađivanje s politikama i smjernicama POSLODAVCA, i Zahtjevi Interne porezne službe za dokazivanje troškova poslovanja.</p>
<p>SERVICES</p>	<p>USLUGE</p>
<p>EMPLOYEE shall perform EMPLOYEE's duties under this Agreement on a full-time basis during the Regular Period.</p>	<p>ZAPOSLENIK obavlja zadatke ZAPOSLENIKA prema ovom Ugovoru na puno radno vrijeme tijekom redovitog razdoblja.</p>
<p>EMPLOYEE's duties will include, but are not limited to, the following:</p>	<p>Dužnosti zaposlenika uključuju, ali nisu ograničene na sljedeće:</p>
<p>hold the Maktab classes according to the established curriculum and textbooks, designated for this purpose,</p>	<p>držati mektebske nastave prema utvrđenom nastavnom planu i programu i udžbenicima, namijenjenim za tu svrhu,</p>
<p>submits a report to the Grand Imam about the state of the Maktab teaching (classes) twice a year,</p>	<p>dva puta godišnje podnosi izvješće glavnom imamu o stanju poučavanja mektebske nastave,</p>
<p>in agreement with the Majlis and the parents of the participants of the Maktab teaching solves all the questions that arise and are of importance for holding the Maktab classes,</p>	<p>u dogовору с Medžlisom и родитељима полазника наставе мектеба рjeшава сва пitanja koja se поставljaju и која су од значаја за одрžavanje наставе мектеба,</p>
<p>guides the Jamaat in performing prayers in the mosque or at the Majlis,</p>	<p>vodi džemat u molitvi u džamiji ili u medžlisu,</p>
<p>holds a speech in the mosque or at the Majlis</p>	<p>održava govor u džamiji ili u medžlisu</p>
<p>hold the sermon during the Friday prayers and Eid prayers and leads the Jamaat,</p>	<p>drži hutbu tijekom molitve petkom i molitvama za bajram namaz i vodi džemat,</p>
<p>performs the Islamic funeral prayer (Šalāt al-Janāzah) and other rituals for the dead Muslims,</p>	<p>obavlja dženaze namaz kao i druge rituale za mrtve,</p>
<p>works on popularizing and distributing of the Islamic press he issues or recommends The</p>	<p>radi na popularizaciji i distribuciji islamske štampe koju izdaje ili preporučuje Islamska zajednica u Bosni i Hercegovini,</p>

<p>Islamic Community in Bosnia and Herzegovina,</p> <p>keeps registers of the Jamaat and chronicle of the mosque</p> <p>to teach the Muslims on the importance of waqf and other forms of assistance for the needs of the Islamic community,</p> <p>follows Islamic literature in order to improve his Islamic education and the acquired knowledge applies in practice,</p> <p>wears an Imam uniform in performing religious ceremonies and in every case and in every place keeps the reputation of a religious servant,</p> <p>performs Sharia weddings in his Jamaat.</p> <p>to attend seminars and to perform his duties according to programs for professional upgrading.</p> <p>The EMPLOYEE's work schedule shall be no less than 40 hours per week. The EMPLOYEE can prepare his own work schedule taking into consideration that there shall be no overtime and submit it to the EMPLOYER for review and approval.</p> <p>The EMPLOYEE's work hours shall be flexible and scheduled in such a manner to meet any or emergency need of the EMPLOYER. The Imam shall develop the calendar of all activities and post it on the bulletin board on regular basis and he shall report his activities to the EMPLOYER on a monthly basis. The EMPLOYEE shall be properly attired on all occasions as befits his religious vocation and his behavior shall be exemplary in the best of Islamic tradition.</p> <p>During the Regular Period EMPLOYEE shall not, without the express prior written consent of EMPLOYER, directly or indirectly:</p> <ul style="list-style-type: none"> render services of a religious nature to or for any person or firm for compensation, engage in any activity competitive with or adverse to EMPLOYER's practice, whether alone, as a partner, or as an officer, 	<p>vodi registre džemata i dokumentaciju džamije</p> <p>podučava muslimane o važnosti vakufa i drugih oblika pomoći za potrebe islamske zajednice,</p> <p>slijedi islamsku literaturu kako bi poboljšao svoje islamsko obrazovanje, a stečeno znanje primjenjuje u praksi,</p> <p>nosi uniformu imama u obavljanju vjerskih obreda i u svakom slučaju i na svakom mjestu čuva ugled vjerskog sluge,</p> <p>vodi šerijatska vjenčanja u svom džematu.</p> <p>pohađa seminare i obavlja svoje dužnosti prema programima stručnog usavršavanja.</p> <p>Raspored rada zaposlenika ne smije biti kraći od 40 sati sedmično. ZAPOSLENIK može pripremiti svoj raspored rada uzimajući u obzir da neće biti prekovremenog rada i podnosi ga POSLODAVCU na pregled i odobrenje.</p> <p>Radno vrijeme zaposlenika mora biti fleksibilno i planirano na takav način da zadovolji bilo koju hitnu potrebu POSLODAVCA. Imam će razvijati kalendar svih aktivnosti i redovito ga objavljivati na oglasnoj ploči, a o svojim aktivnostima mjesечно izvješćuje POSLODAVCA. ZAPOSLENIK će biti prikladno obučen u svim prilikama, kako i dolikuje njegovom vjerskom zvanju, a njegovo ponašanje će biti primjer u najboljoj islamskoj tradiciji.</p> <p>Tijekom redovitog razdoblja ZAPOSLENIK ne smije, bez izričitog prethodnog pisanih pristanka POSLODAVCA, izravno ili neizravno:</p> <ul style="list-style-type: none"> pružati usluge vjerske prirode bilo kojoj osobi ili tvrtki radi naknade, da sudjeluje u bilo kojoj aktivnosti koja je konkurentna ili protivna praksi poslodavca, bilo sama, kao partner, ili kao službenik, direktor,
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<p>director, employee or shareholder of any other corporation, or as a trustee, fiduciary or other representative.</p>	<p>zaposlenik ili dioničar bilo koje druge korporacije, ili kao povjerenik, povjerenik ili drugi predstavnik.</p>
<p>EMPLOYEE is expected not to get involved in any kind of political activities such as maybe harmful to the purpose or the goals of the EMPLOYER, or which may cause divisiveness and discord among the membership of the EMPLOYER. This does not mean that the EMPLOYEE cannot express his opinion privately as any citizen of this state is entitled to do.</p>	<p>Od ZAPOSLENIKA se očekuje da se ne uključuje u bilo kakve političke aktivnosti koje su možda štetne za svrhu ili ciljeve POSLODAVCA, ili koje mogu uzrokovati podjele i razdor među članstvom POSLODAVCA. To ne znači da ZAPOSLENIK ne može izraziti svoje mišljenje privatno, kao što to može učiniti bilo koji građanin te države.</p>
<p>The EMPLOYEE shall follow and implement any directions or decisions of the EMPLOYER regarding the policies and interests of the EMPLOYER and its proper representation.</p>	<p>ZAPOSLENIK će pratiti i provoditi sve upute ili odluke POSLODAVCA o politikama i interesima POSLODAVCA i njegovom pravilnom zastupanju.</p>
<p>The EMPLOYEE shall have the right to belong to any professional organization, whose principals, purpose or goals are not contrary to the principals, purposes or goals of the EMPLOYER.</p>	<p>ZAPOSLENIK ima pravo pripadati bilo kojoj profesionalnoj organizaciji, čiji principi, svrha ili ciljevi nisu u suprotnosti s načelima, ciljevima ili ciljevima POSLODAVCA.</p>
<p>VACATION, SICK TIME, AND TIME OFF</p>	<p>GODIŠNJI ODMORI, BOLOVANJE I ODMOR</p>
<p>Commencing with the Effective Date, during the Regular Period, EMPLOYEE shall be eligible for paid vacation. EMPLOYEE will accrue vacation at the end of every full year of employment. Once accrued, vacation time is vested to EMPLOYEE and may not be revoked.</p>	<p>Počevši od datuma stupanja na snagu, tijekom redovitog razdoblja, ZAPOSLENIK ima pravo na plaćeni odmor. ZAPOSLENIK će ostvariti godišnji odmor na kraju svake pune godine zaposlenja. Jednom kad se napuni, vrijeme odmora je dodijeljeno zaposleniku i ne može se opozvati.</p>
<p>On the basis of the length of service, the EMPLOYEE accrues the following number of weeks of vacation:</p>	<p>Na temelju trajanja usluge, ZAPOSLENIK prikuplja sljedeći broj tjedana odmora:</p>
<p>Length of Service from 0-5 years - 3 working weeks</p>	<p>Trajanje službe od 0-5 godina - 3 radna tjedna</p>
<p>Length of Service over 5 years - 4 working weeks</p>	<p>Trajanje slujžbe preko 5 godina - 4 radna tjedna</p>
<p>The Imam of poor health condition may increase the duration of the annual vacation up to eight days, with the total length of annual vacation not exceeding 30 (thirty) working days.</p>	<p>Imam lošeg zdravstvenog stanja može produžiti godišnji odmor do osam dana, s ukupnim trajanjem godišnjeg odmora koje ne prelazi 30 (trideset) radnih dana.</p>
<p>Commencing with the Effective Date,</p>	<p>Počevši od datuma stupanja na snagu, ZAPOSLENIK će prikupljati vrijeme za bolovanje</p>

<p>EMPLOYEE will accrue sick time at the rate of 1 hour of sick time for each 30 hours worked. Total accrued but unused sick time is capped at 48 hours, meaning that EMPLOYEE will stop accruing sick time for any period where the total hours of accrued but unused sick time is equal to 48 hours. EMPLOYEE may use accrued sick time at any time starting 90 days after the first date of employment. EMPLOYEE may take only up to 24 hours of sick time in any 12-month period. Sick time is to be used for illness or family emergencies, not vacation. Illness or family emergency includes (i) care or preventative care of any existing health condition suffered by EMPLOYEE or a family member, or (ii) for EMPLOYEE's care if EMPLOYEE is a victim of domestic violence, sexual assault or stalking. Sick leave for doctor or dental appointments may be taken with coordination of days and advance notice. If additional sick time is necessary, they are to be taken either from vacation time or as unpaid. Unused sick hours will not be paid at the close of employment.</p>	<p>po stopi od 1 sata vremena bolovanja za svakih 30 sati rada. Ukupno naplaćeno, ali neiskorišteno vrijeme za bolovanje je ograničeno na 48 sati, što znači da će ZAPOSLENIK prestati prikupljati bolesno vrijeme za bilo koje razdoblje u kojem je ukupan broj sati nastalog, ali neiskorištenog bolovanja jednak 48 sati. ZAPOSLENIK može koristiti prikupljeno vrijeme za bolovanje u bilo koje vrijeme počevši od 90 dana nakon prvog dana zaposlenja. ZAPOSLENIK može uzeti samo do 24 sata bolovanja u bilo kojem 12-mjesečnom razdoblju. Bolovanje se koristi za bolesti ili obiteljske hitne slučajeve, a ne za odmor. Bolest ili obiteljska opasnost uključuje (i) brigu ili preventivnu skrb o svakom postojećem zdravstvenom stanju koje trpi ZAPOSLENIK ili član obitelji, ili (ii) za njega ako je ZAPOSLENIK žrtva obiteljskog nasilja, seksualnog napada ili uhođenja. Bolovanje za posjetu kod liječnika ili stomatološke preglede može se provesti uz koordinaciju planiranja dana i unaprijed. Ako je potrebno dodatno vrijeme za bolovanje, potrebno ih je uzeti ili iz odmora ili kao neplaćeno. Neiskorišteni sati bolovanja neće se plaćati po završetku radnog vremena.</p>
<p>EMPLOYEE shall take such vacation at times mutually agreeable to EMPLOYEE and EMPLOYER. In the case of sick time, EMPLOYEE, barring an exigency, must provide reasonable notice of EMPLOYEE's intent to miss work because of illness of the EMPLOYEE or the EMPLOYEE's family member.</p>	<p>ZAPOSLENIK će godišnji odmor koristiti u razdoblju prihvatljivom za zaposlenika i poslodavca. U slučaju bolovanja, ZAPOSLENIK, osim nužde, mora pružiti razumnu obavijest o namjeri ZAPOSLENIKA da propusti posao zbog bolesti ZAPOSLENIKA ili člana obitelji ZAPOSLENIKA.</p>
<p>The EMPLOYEE shall submit his vacation plans to the EMPLOYER for approval at least 30 days in advance in order for the EMPLOYER to secure a proper replacement during his vacation.</p>	<p>ZAPOSLENIK dostavlja svoje planove godišnjeg odmora POSLODAVCU na odobrenje najmanje 30 dana unaprijed kako bi POSLODAVAC osigurao odgovarajuću zamjenu za vrijeme trajanja godišnjeg odmora.</p>
<p>TERMINATION</p> <p>The contract on the performance of the Imam's service ceases in the following cases:</p> <p>the death of the EMPLOYEE, by written agreement between the</p>	<p>RASKID/ OKONČANJE UGOVORA/PRESTANAK RADNOG ODNOSA</p> <p>Ugovor o obavljanju službe imama prestaje u sljedećim slučajevima:</p> <p>smrt zaposlenika,</p> <p>pisanim sporazumom između POSLODAVCA i ZAPOSLENIKA,</p>

<p>EMPLOYER and the EMPLOYEE, fulfilling the conditions for entitlement to old-age pension in accordance with the labor legislation in the country, unless the EMPLOYER and the EMPLOYEE otherwise agreed,</p> <p>on the day of submission of a valid decision confirming the loss of working ability,</p> <p>resignation (cancellation) of the Imam,</p> <p>by issuing a disciplinary measure of termination of the contract - on the date of finality of the decision,</p> <p>by referring to imprisonment for more than three months.</p> <p>If the EMPLOYEE unilaterally terminates the contract with the EMPLOYER, the EMPLOYEE is obliged to remain in the service for a period requested for giving notice of resignation (termination), which cannot last less than thirty (30) nor more than sixty (60) days. If the EMPLOYER terminates the contract with the EMPLOYEE, it has to submit the cancellation period set out in the previous paragraph or pay off the counter value.</p> <p>The EMPLOYEE whose service is terminated by agreement or because of the cancellation of the contract is obliged to hand over his duty properly, after which he receives a decree on termination of the service. If the EMPLOYEE avoids to hand over his duty, the decree on dismissal from the service shall be issued only when the commission determines the state of his duties.</p> <p>The EMPLOYEE ceases to serve upon the decision of the disciplinary body (authority) when the disciplinary measure of dismissal from the service is pronounced by the final decision.</p> <p>The EMPLOYEE's service terminates on the basis of an act that issues the EMPLOYER, in which he performed his duty. The act on termination of the service in the previous paragraph may not be</p>	<p>ispunjavanje uvjeta za stjecanje prava na starosnu mirovinu u skladu s radnim zakonodavstvom u zemlji, osim ako se POSLODAVAC i Zaposlenik drugačije ne dogovore,</p> <p>danom podnošenja valjane odluke kojom se potvrđuje gubitak radne sposobnosti,</p> <p>ostavka (otkaz) imama,</p> <p>izdavanjem stegovne mjere prestanka ugovora - na dan pravomoćnosti odluke,</p> <p>pozivajući se na zatvorsku kaznu dulju od tri mjeseca.</p> <p>Ako Zaposlenik jednostrano raskine ugovor s Poslodavcem, Zaposlenik je dužan ostati u službi u razdoblju koje je zatraženo za davanje obavijesti o otkazu (raskidu), koje ne može trajati manje od trideset (30) niti više od šezdeset (60) dana, Ako Poslodavac raskine ugovor sa Zaposlenim, mora otkazati rok iz prethodnog stavka ili isplatiti protuvrijednost.</p> <p>Zaposlenik čija je služba prekinuta sporazumno ili zbog otazivanja ugovora dužan je uredno izvršiti svoju dužnost, nakon čega dobiva rješenje o prestanku službe. Ako Zaposlenik izbjegne predati svoju dužnost, rješenje o otpuštanju iz službe izdat će se samo kada komisija utvrди stanje svojih dužnosti.</p> <p>Zaposlenik prestaje raditi po odluci stegovnog tijela kada je pravomoćnom odlukom izrečena stegovna mjeru otpuštanja iz službe.</p> <p>Služba zaposlenika prestaje na temelju odluke Poslodavca, kod kojeg je obavljao svoju dužnost. Akt o prestanku službe iz prethodnog stavka ne može se izdati prije donošenja rješenja o otkazu od strane Rijaseta.</p>
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<p>issued before issuing a decree on the dismissal by the Riyaset. With the proposal for the issuance of the decree on the dismissal all the necessary documents, proving that the conditions for the dismissal of the Imams are fulfilled, shall be delivered</p>	<p>Prijedlogom za izdavanje rješenja o razrješenju dostavljaju se svi potrebeni dokumenti kojima se dokazuje da su ispunjeni uvjeti za razrješenje Imama.</p>
<p>ARBITRATION, DISCIPLINARY AND MATERIAL RESPONSIBILITY</p>	<p>ARBITRAŽA, DISCIPLINSKA I MATERIJALNA ODGOVORNOST</p>
<p>Any controversy or claim arising out of or relating to this Agreement not otherwise settled by mutual consent of the parties, shall be settled by binding arbitration of Disciplinary Committee of ICNAB, or if necessary, by Disciplinary Committee of Riyasat in accordance with the Rules of Procedure of Imams of ICNAB.</p>	<p>Bilo koji spor ili zahtjev koji proizlazi iz ili se odnose na ovaj Ugovor, a koji se ne rješavaju na drugi način uz obostrani pristanak stranaka, rješavat će se obvezujućom arbitražom Disciplinskog odbora ICNAB-a ili, ako je potrebno, Disciplinskog odbora Rijaseta u skladu s Poslovnikom o radu Imama ICNAB-a.</p>
<p>For behavior that distorts the reputation of the officer of the Islamic Community as well as the Community itself, and for the violation of official duty the EMPLOYEE corresponds disciplinary. The EMPLOYEE is responsible for the violation of the official duty resulting from his guilt.</p>	<p>Za ponašanje koje narušava ugled časnika Islamske zajednice, kao i same Zajednice, te zbog kršenja službene dužnosti, ZAPOSLENIK odgovara disciplinski. ZAPOSLENIK je odgovoran za povredu službene dužnosti koja proizlazi iz njegove krivnje.</p>
<p>The disciplinary responsibility of the EMPLOYEE is independent of other forms of liability (criminal, misdemeanor), or each other does not exclude. The exemption from criminal liability or misdemeanor liability does not mean the release of responsibility for violation of the work obligations, if the offense is prescribed as a violation of the work obligation and the work discipline.</p>	<p>Disciplinska odgovornost ZAPOSLENIKA neovisna je o drugim oblicima odgovornosti (kaznenim djelima, prekršajima), ili međusobno se ne isključuje. Izuzeće od kaznene odgovornosti ili prekršajne odgovornosti ne znači oslobođanje od odgovornosti za kršenje radnih obveza, ako je prekršaj propisan kao povreda radne obveze i radne discipline.</p>
<p>Violations of the work obligations and work discipline, given the consequences they cause, may be minor and more difficult.</p>	<p>Povrede radnih obveza i radne discipline, s obzirom na posljedice koje uzrokuju, mogu biti lakše i teže.</p>
<p>Minor violations of the work obligations and work discipline include:</p> <p>unjustified frequent beeing late or the absence from the prayer,</p> <p>frequent beeing late and early departure from the Maktab classes without approval,</p>	<p>Manja kršenja radnih obveza i radne discipline uključuju:</p> <p>neopravdana česta kašnjenja ili odsutnost od molitve,</p> <p>česta kašnjenja i rane odlaske iz razreda s mektebske nastave bez odobrenja,</p>

<p>disorderly keeping documents, archives and record book, registers, etc.</p> <p>an unjustified absence from the work for two or three consecutive days during a month,</p> <p>an unjustified absence from working seminars and other events organized by the ICNAB or its organs,</p> <p>causing arguments and disrupting interpersonal relationships,</p> <p>incorrect behavior towards colleagues, the members of the Jamaat, children in the Maktab and others,</p> <p>the lack in distribution of the editions of the Islamic Community,</p> <p>other forms of irregular and unprofessional behavior</p> <p>Serious violations of the work obligations and work discipline include:</p> <p>failure to comply with Sharia obligations in category of the Fard, Wajib and Haram,</p> <p>not performing or untimely and casually performing of the duties prescribed by the Rules of Procedure of the Imams or the contract on the performance of the service,</p> <p>repeated minor violation after imposed measures</p> <p>violation of the official secret,</p> <p>an unjustified absence from the work for a period of five or seven consecutive days during the year,</p> <p>not reporting or incorrect reporting about the official matters,</p> <p>failure to report upon the violation of the work obligations and work discipline,</p> <p>misuse of the service or violation of the authority with material or other consequences for the Islamic community,</p> <p>performing any other public or private services without the approval of the</p>	<p>neuredno čuvanje dokumenata, arhiva i evidencija, registara itd.</p> <p>neopravdani izostanak s posla dva ili tri uzastopna dana u mjesecu,</p> <p>neopravdani izostanak s radnih seminara i drugih događaja koje organizira ICNAB ili njegovi organi,</p> <p>izazivanje svada i narušavanje međuljudskih odnosa,</p> <p>pogrešno ponašanje prema kolegama, članovima džemata, djeci u mektebu i drugima,</p> <p>nedostatak distribucije izdanja Islamske zajednice,</p> <p>druge oblike nepravilnog i neprofesionalnog ponašanja</p> <p>Ozbiljna kršenja radnih obveza i radne discipline uključuju:</p> <p>nepoštivanje šerijatskih obveza u kategoriji farza, vadžiba I harama,</p> <p>neizvršavanje ili neblagovremeno i povremeno izvršavanje dužnosti propisanih Poslovnikom o imamima ili ugovorom o obavljanju službe,</p> <p>ponovljenu manju povredu nakon izrečenih mjera</p> <p>kršenje obaveze čuvanja službene tajne,</p> <p>neopravdani izostanak s posla u razdoblju od pet ili sedam uzastopnih dana tijekom godine,</p> <p>ne prijavljivanje ili netačno izvještavanje o službenim pitanjima,</p> <p>propust da se prijavi povreda radnih obveza i radne discipline,</p> <p>zlouporaba službe ili kršenje ovlasti s materijalnim ili drugim posljedicama za Islamsku Zajednicu,</p> <p>obavljanje bilo koje druge javne ili privatne službe bez odobrenja nadležnog tijela,</p>
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<p>competent authority,</p> <p>causing the property damage to the EMPLOYER intentionally or due to negligence,</p> <p>not performing the written orders of the superior if they are in accordance with the regulations of the Islamic Community,</p> <p>behavior, clothing, and personal life that may harm the reputation of the service, the reputation and dignity of an official or the reputation of the Islamic Community,</p> <p>any other behavior that is contrary to the interests and aims of the Islamic Community.</p> <p>The following disciplinary measures may be imposed for minor violations of the work obligations and work disciplines according to Article 55 of the Rules of Procedure of Imams:</p> <p>the written warning,</p> <p>the written reprimand.</p> <p>The following disciplinary measures may be imposed for serious violations of the work obligations and work discipline referred to in Article 56 of the Rules of Procedure of Imams:</p> <p>the reduction of wages,</p> <p>termination of the contract on the performance of the EMPLOYEE's service, with the possibility of imposing a temporary or permanent ban on performing the religious service.</p> <p>For more serious violations of the work obligations and work discipline, disciplinary measures referred to in Article 57 of the Rules of Procedure of Imams may also be imposed if there are particularly mitigating circumstances or the violation was committed by negligence or if with these measures the purpose of imposing of the disciplinary measure can be achieved.</p> <p>The disciplinary measure for the reduction</p>	<p>nanošenje štete imovini POSLODAVCA namjerno ili zbog nepažnje,</p> <p>neizvršavanje pismene zapovijedi nadređenog ako su u skladu s propisima Islamske zajednice,</p> <p>ponašanje, odjeća i osobni život koji mogu štetiti ugledu službe, ugledu i dostojanstvu službenika ili ugledu Islamske zajednice,</p> <p>svako drugo ponašanje koje je suprotno interesima i ciljevima Islamske zajednice.</p> <p>Za lakše povrede radnih obveza i radne discipline mogu se izreći sljedeće disciplinske mjere prema članku 55. Poslovnika o radu Imama:</p> <p>pismeno upozorenje,</p> <p>pismeni ukor.</p> <p>Za teške povrede radnih obveza i radne discipline iz članka 56. Poslovnika o radu Imama mogu se izreći sljedeće stegovne mjere:</p> <p>smanjenje plaće,</p> <p>raskid ugovora o obavljanju službe, uz mogućnost izricanja privremene ili trajne zabrane obavljanja vjerske službe.</p> <p>Za ozbiljnije povrede radnih obveza i radne discipline, disciplinske mjere iz članka 57. Poslovnika o radu Imama mogu se izreći i ako postoje posebno olakšavajuće okolnosti ili je povreda počinjena iz nehata ili ako tim mjerama se postiže svrha disciplinske mjere.</p> <p>Disciplinska mjerma za smanjenje plaće može se izreći u maksimalnom iznosu od 30% mjesecne</p>
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<p>of wages may be imposed in the maximum amount of 30% of the monthly salary and in the maximum duration of 6 months. This measure shall be executed when calculating and paying the salary based on the final decision.</p>	<p>plaće i u maksimalnom trajanju od 6 mjeseci. Ova mjera izvršit će se prilikom izračunavanja i plaćanja plaće temeljem konačne odluke.</p>
<p>The cancellation of the contract on the performance of the EMPLOYEE's service is pronounced for more serious violations of the duties and disciplines resulting in disruption of the EMPLOYEE's service, disturbance of the relationship in the Jamaat, or hindering or disabling the work of other religious officials, Jamaats or other organs of the Islamic Community, or otherwise causing disorder in the work of the Islamic Community or the Islamic Community itself.</p>	<p>Raskid ugovora o obavljanju službe ZAPOSLENIKA izriče se za ozbiljnije povrede dužnosti i disciplinske mjere koje su rezultat ometanja službe zaposlenika, ometanja odnosa u džematu, ili ometanja ili onemogućavanja rada drugih vjerskih službenika, džemaata ili drugih organa Islamske zajednice, ili na drugi način uzrokuju nered u radu Islamske zajednice ili same Islamske zajednice.</p>
<p>In determining the disciplinary measure, all the circumstances shall be taken into account, which affect whether the sentence shall be smaller or greater (mitigating and aggravating circumstances), and in particular : the level of responsibility, the motives from which the violation was committed, the consequences of the violation, the circumstances under which the violation was committed, the former behavior of the officer, his personal situation, behavior after the violation and other circumstances relating to the personality the officer who has committed the violation of his work obligations and work discipline.</p>	<p>Pri utvrđivanju stegovne mjere uzimaju se u obzir sve okolnosti koje utječu na to je li kazna manja ili veća (olakšavajuće i otežavajuće okolnosti), a posebno: razina odgovornosti, motivi iz kojih je prekršaj počinjen, posljedice povrede, okolnosti pod kojima je prekršaj počinjen, prethodno ponašanje službenika, njegovu osobnu situaciju, ponašanje nakon povrede i druge okolnosti koje se odnose na osobnost službenika koji je počinio povredu svojih radnih obveza i radne discipline.</p>
<p>Everyone shall be considered innocent for the violation of his or her duty until the final decision in the disciplinary procedure establishes his guilty.</p>	<p>Svatko se smatra nevinim zbog povrede svoje dužnosti dok mu konačna odluka u stegovnom postupku ne dokaže krivnju.</p>
<p>Suspicions regarding the existence of that facts that point to the characteristic violation of the work obligation (duty) or influence the determination of responsibility of the EMPLOYEE shall be considered in a way that is more favorable to the EMPLOYEE against whom the disciplinary procedure is conducted.</p>	<p>Sumnje u pogledu postojanja tih činjenica koje ukazuju na karakteristično kršenje radne obveze (dužnosti) ili utjecaja na utvrđivanje odgovornosti ZAPOSLENIKA razmatraju se na način koji je povoljniji za ZAPOSLENOG protiv kojeg se provodi stegovni postupak.</p>
<p>The procedure for establishing the disciplinary responsibility shall be carried out without delay. The first-stage of the disciplinary procedure must be completed</p>	<p>Postupak za utvrđivanje disciplinske odgovornosti provodi se bez odlaganja. Prva faza disciplinskog postupka mora biti okončana najkasnije u roku od 30 (trideset) dana od dana</p>

<p>no later than 30 (thirty) days from the date of submission of the request, application or information for violation of the work obligation if it is for minor violations and in other cases within 60 (sixty) days.</p>	<p>podnošenja zahtjeva, prijave ili informacije za povredu radne obveze ako je riječ o manjim kršenjima, a u drugim slučajevima u roku od 60 (šezdeset) dana.</p>
<p>The EMPLOYEE against whom disciplinary procedure has been initiated must be given the opportunity of defense, or of the declaration about the violation for which the disciplinary procedure has been initiated.</p>	<p>ZAPOSLENIK protiv kojeg je pokrenut stegovni postupak mora imati mogućnost obrane ili izjavu o povredi za koju je pokrenut stegovni postupak.</p>
<p>The conduct of disciplinary procedure for minor violations of the work obligations shall expire (fall under the statute of limitations) in three months from the date of learning of the violation, and in each case in one year from the date of the violation. The enforcement of disciplinary measure imposed for minor violation of the work obligation shall expire (fall under the statute of limitations) in three months from the date of the final decision on the imposition of that measure.</p>	<p>Provođenje disciplinskog postupka zbog lakših povreda radnih obveza ističe (zastarijeva) u roku od tri mjeseca od dana saznanja za prekršaj, a u svakom slučaju u jednoj godini od dana povrede. Izvršenje stegovne mjere izrečene zbog lakše povrede radne obveze istječe (zastarijeva) u roku od tri mjeseca od dana donošenja konačne odluke o izricanju te mjere.</p>
<p>The conduct of the disciplinary procedure for serious violations of the work obligations and discipline shall expire (fall under the statute of limitations) in one year from the date of learning of the violation, and in each case in two years from the date of the violation. The enforcement of disciplinary measure imposed for serious violation of the work obligation and discipline shall expire (fall under the statute of limitations)in one year from the date of the final decision.</p>	<p>Provođenje disciplinskog postupka za teške povrede radnih obveza i discipline istječe (zastarijeva) u jednoj godini od dana saznanja za prekršaj, a u svakom slučaju u dvije godine od dana povrede. Izvršenje stegovne mjere izrečene za tešku povrodu radne obveze i stege prestaje (zastarijeva) u jednoj godini od dana pravosnažnosti odluke.</p>
<p>For minor violations of the work obligations and discipline provided in the Rules of Procedure of Imams, the procedure in the first instance shall be conducted and measures imposed the three members of the Disciplinary Committee appointed by the Board of Directors of the umbrella organization. Disciplinary Committee will include one member of the Board of Directors of the umbrella organization, one member of the Supervisory Board of the Majlis which the EMPLOYER belongs to, and one member of the Board of Directors of the EMPLOYER.</p>	<p>Za manje povrede radnih obveza i discipline predviđenih Poslovnikom o radu Imama, provodi se postupak u prvom stupnju i izriču mjere od strane tri člana Disciplinskog povjerenstva koje imenuje Upravni odbor krovne organizacije. Disciplinski odbor će uključivati jednog člana Upravnog odbora krovne organizacije, jednog člana Nadzornog odbora medžlisa koji pripada POSLODAVACU i jednog člana Upravnog odbora POSLODAVCA.</p>
<p>An appeal to the Commission's decision from the previous paragraph shall be made</p>	<p>Žalbu na odluku Komisije iz prethodnog stavka donosi Disciplinsko vijeće krovne organizacije koju imenuje Rijaset Islamske zajednice.</p>

<p>by the Disciplinary Council of the umbrella organization appointed by the Riyasat of the Islamic Community.</p>	
<p>This decision shall be final and enforceable, and no appeal shall be allowed against it.</p>	<p>Ova odluka je konačna i provediva, a protiv nje nije dopuštena žalba.</p>
<p>For serious violations of the work obligations and discipline , the procedure shall be conducted and measures imposed by the Disciplinary Committee consisting of three member appointed by the Board of Directors of the umbrella organization. Disciplinary Committee will include one member of the Board of Directors of the umbrella organization, one member of the Supervisory Board of the Majlis which the EMPLOYER belongs to, and one member of the Board of Directors of the EMPLOYER.</p>	<p>Za teže povrede radnih obveza i discipline provodi se postupak i izriču mjere koje donosi Disciplinski odbor od tri člana koje imenuje Upravni odbor krovne organizacije. Disciplinski odbor će uključivati jednog člana Upravnog odbora krovne organizacije, jednog člana Nadzornog odbora medžlisa koji pripada POSLODAVACU i jednog člana Upravnog odbora POSLODAVCA.</p>
<p>An appeal to the Commission's decision from the previous paragraph shall be made by the Disciplinary Council of the umbrella organization appointed by the Riyasat of the Islamic Community.</p>	<p>Žalbu na odluku Komisije iz prethodnog stavka donosi Disciplinsko vijeće krovne organizacije koju imenuje Riyasat Islamske zajednice.</p>
<p>This decision shall be final and enforceable, and no appeal shall be allowed against it.</p>	<p>Ova odluka je konačna i provediva, a protiv nje nije dopuštena žalba.</p>
<p>The Disciplinary Commission shall be appointed by the Rijaset Islamic Community for a period of four years. The Disciplinary Commission has a President and two members who also have their deputies (representatives). One member and one deputy of the Disciplinary Commission shall be appointed upon the proposal of the Association of Imja.</p>	<p>Disciplinsko povjerenstvo imenuje Rijaset Islamske zajednice na razdoblje od četiri godine. Disciplinska komisija ima predsjednika i dva člana koji također imaju svoje zamjenike (predstavnike). Jedan član i jedan zamjenik Disciplinskog povjerenstva imenju se na prijedlog Udruge Imja.</p>
<p>The Commission is independent in its work.</p>	<p>Povjerenstvo je neovisno u svom radu.</p>
<p>The President or a member of the Disciplinary Committee cannot participate in the conduct of the procedure and the decision against the EMPLOYEE to whom he is in a blood relationship or a close relationship to the second degree.</p>	<p>Predsjednik ili član disciplinskog povjerenstva ne može sudjelovati u vođenju postupka i odluci protiv ZAPOSLENIKA s kojim je u krvnoj vezi ili u bliskom odnosu do drugog stupnja.</p>
<p>The realisation about violation of the work duties and the work discipline of the Imam</p>	<p>Poimanje o kršenju radnih dužnosti i radne discipline imama može se temeljiti na primjeni.</p>

<p>may be based on the application. The application shall be filled out at the competent Majlis or the ICNAB, who shall be obliged, within 8 days, to submit it to the authority conducting the first-instance procedure , depending on whether it is a minor or serious violation of the work duty.</p>	<p>Zahtjev se popunjava nadležnom medžlisu ili ICNAB-u, koji je dužan da ga u roku od 8 dana dostavi tijelu koje vodi prvostupanjski postupak, ovisno o tome je li riječ o manjoj ili teškoj povredi radne dužnosti.</p>
<p>The application must be submitted in the written form or orally. If the application is submitted orally, a record shall be made, and if the application is sent by phone, an official note shall be made.</p>	<p>Prijava mora biti podnesena u pisanom obliku ili usmeno. Ako se prijava podnese usmeno, izradit će se zapisnik, a ako je zahtjev poslan telefonskim putem, bit će sačinjena službena zabilješka.</p>
<p>Upon the receipt of the application, the first-instance body (authority) shall consider the admissibility of the application and decide on the initiation of the disciplinary procedure.</p>	<p>Prilikom prijema zahtjeva prvostupanjsko tijelo (tijelo) će razmotriti dopuštenost zahtjeva i odlučiti o pokretanju stegovnog postupka.</p>
<p>If the body determines that the application is established, a decision on the initiation of the procedure shall be issued. The solution should contain:</p>	<p>Ako tijelo utvrđi da je zahtjev utemeljen, donosi se rješenje o pokretanju postupka. Rješenje treba sadržavati:</p>
<p>The name and surname of the religious officer, with all personal information, factual description of the work, proposal of the evidences to be presented at the trial.</p>	<p>Ime i prezime službenika, sa svim osobnim podacima, činjenični opis djela, prijevod dokaza koji će se prezentirati na suđenju.</p>
<p>No appeal shall be allowed against the decision to initiate disciplinary procedure.</p>	<p>Protiv rješenja o pokretanju stegovnog postupka nije dopuštena žalba.</p>
<p>After the disciplinary procedure has been initiated, a hearing (trial) shall be scheduled, at which the EMPLOYEE shall be summoned against whom the procedure is being conducted, as well as other persons, who with their statements can contribute to the adoption of the proper decision.</p>	<p>Nakon pokretanja stegovnog postupka zakazuje se ročište (suđenje), na koje se poziva zaposlenog protiv koga se vodi postupak, kao i druge osobe koje svojim izjavama mogu doprinijeti donošenju pravilnog postupka. odluka.</p>
<p>The trial may be also be held in the absence of the EMPLOYEE against whom the procedure is conducted if he is given the opportunity to defend himself or if he is properly informed.</p>	<p>Suđenje se može održati i u odsutnosti ZAPOSLENIKA protiv kojeg se vodi postupak ako mu se daje mogućnost obrane ili ako je propisno obaviješten.</p>
<p>In the call for trial (hearing), the Imam shall be alerted to the consequences of the absence.</p>	<p>U pozivu na suđenje (saslušanje) imami će biti upozoreni na posljedice odsutnosti.</p>

<p>The trial begins with the accusation of the EMPLOYEE, after which the word is given to him, and then the evidences shall be brought out.</p>	<p>Suđenje započinje optužbom ZAPOSLENIKA, nakon čega mu se daje riječ, a zatim se izvode dokazi.</p>
<p>At the end of the trial, the final word belongs to the EMPLOYEE against whom the proceeding is conducted.</p>	<p>Na kraju suđenja, konačna riječ pripada ZAPOSLENIKU protiv koga se vodi postupak.</p>
<p>The decision of the disciplinary body is based solely on the evidences brought to the trial.</p>	<p>Odluka stegovnog tijela temelji se isključivo na dokazima donesenim na suđenju.</p>
<p>Upon the completion of the procedure, the disciplinary authority shall take a decision in the form of a decision that the EMPLOYEE shall be free from accusation or declared responsible and a disciplinary measure shall be imposed on him.</p>	<p>Po okončanju postupka disciplinsko tijelo donosi rješenje u obliku odluke da je ZAPOSLENIK oslobođen optužbe ili da je proglašen odgovornim, te mu izriče disciplinsku mjeru.</p>
<p>The decision must include: an introduction, a statement and an explanation.</p>	<p>Odluka mora sadržavati: uvod, izjavu i objašnjenje.</p>
<p>The introductory part of the decision lists the details of the body conducting the procedure, the name and surname of the officer, the legal name of the offense and the date of the decision.</p>	<p>U uvodnom dijelu odluke navode se podaci o tijelu koje vodi postupak, ime i prezime službenika, pravni naziv djela i datum odluke.</p>
<p>The statement contains the personal data of the officer, the description of the offense and its legal name and disciplinary measure, if the officer has been declared responsible.</p>	<p>Izjava sadrži osobne podatke službenika, opis kaznenog djela i njegov pravni naziv i stegovnu mjeru, ako je službenik proglašen odgovornim.</p>
<p>The explanation gives a detailed account of the factual situation, which facts are considered to be proven, on the basis of which evidences, as well as the reasons for which it was conducted when determining the disciplinary measure.</p>	<p>Objašnjenje daje detaljan prikaz činjeničnog stanja, koje se činjenice smatraju dokazanim, na temelju kojih se dokazuju, kao i razlozi zbog kojih je provedena prilikom utvrđivanja stegovne mjere.</p>
<p>An appeal against the first-instance decision shall be allowed to the second-instance disciplinary body within 15 days of receipt of the decision.</p>	<p>Žalba protiv prvostupanjskog rješenja dopuštena je drugostupanjskom disciplinskom tijelu u roku od 15 dana od dana primitka rješenja.</p>
<p>An appeal shall be filed to the first-instance body either directly or by post. The date of delivery to the post shall be considered the delivery date to the disciplinary authority.</p>	<p>Žalba se podnosi prvostupanjskom tijelu, neposredno ili poštom. Datum dostave na poštu smatra se datumom dostave stegovnom tijelu.</p>

<p>The first instance disciplinary body shall reject the appeal if it determines that it is untimely or inadmissible.</p> <p>An appeal to the second instance body shall be allowed against this decision.</p> <p>If they do not reject the appeal, the first instance body shall submit the appeal to the second instance body together with the complete file.</p>	<p>Prvostupansko stegovno tijelo odbacit će žalbu ako utvrdi da je nepravodobno ili nedopušteno.</p> <p>Protiv ovog rješenja dopuštena je žalba drugostupanjskom tijelu.</p> <p>Ako žalbu ne odbaci, prvostupanski organ podnosi žalbu drugostupanjskom tijelu zajedno s cjelokupnim spisom.</p>
<p>The appeal shall postpone the execution of the decision.</p> <p>The second-instance disciplinary body, by resolution of the appeal, shall issue a decision confirming, modifying or abolishing the first-instance decision.</p>	<p>Žalba odgađa izvršenje odluke.</p> <p>Drugostupansko stegovno tijelo rješenjem žalbe donosi rješenje kojim potvrđuje, mijenja ili ukida prvostupansko rješenje.</p>
<p>The first-instance decision shall be amended when it is considered that the procedure is well-executed and the factual situation is established, but the disciplinary measure is not properly imposed.</p>	<p>Prvostupansko rješenje mijenja se kad se smatra da je postupak dobro izvršen i da je utvrđeno činjenično stanje, ali stegovna mjera nije propisno propisana.</p>
<p>If the first-instance decision is terminated, the second-instance body may decide to return the case to the first instance body for reconsideration or to carry out the process of determining of the liability (by itself).</p>	<p>Ako je prvostupansko rješenje obustavljeno, drugostupansko tijelo može odlučiti da predmet vrati prvostupanskom tijelu na ponovno razmatranje ili da izvrši postupak utvrđivanja obveze (sam).</p>
<p>If the case is returned to the first instance body, it will determine in what direction the procedure should be completed and what measures should be taken in the repeated procedure.</p>	<p>Ako se predmet vrati prvostupanskom tijelu, utvrdit će se u kojem će se smjeru postupak završiti i koje mjere treba poduzeti u ponovljenom postupku.</p>
<p>The second instance decision shall be final and no appeal against it shall be allowed.</p> <p>A record shall be kept of the trial (hearing), as well as other procedural actions in the disciplinary procedure.</p>	<p>Drugostupanska odluka je konačna i protiv nje nije dopuštena žalba.</p> <p>O raspravi (saslušanju), kao i o drugim postupkovnim radnjama u stegovnom postupku vodi se zapisnik.</p>
<p>The disciplinary procedure shall be terminated by the death of the Imam against whom it is led</p>	<p>Disciplinski postupak prestaje smrću imama protiv kojeg se vodi.</p>

<p>The final disciplinary decision shall also be left in the filing (dossier) of the EMPLOYEE, at the Department for Foreign Affairs and Diaspora</p>	<p>Konačna stegovna odluka ostaviti će se i u dosjeu ZAPOSLENIKA u Odjelu za vanjske poslove i dijasporu</p>
<p>The EMPLOYEE against whom disciplinary procedure has been initiated shall be suspended, due to the circumstances in which the procedure was initiated, if it is harmful to the interests of the service that the EMPLOYEE continues to perform his duty.</p>	<p>ZAPOSLENIK protiv kojeg je pokrenut disciplinski postupak suspendirati će se zbog okolnosti u kojima je postupak pokrenut, ako šteti interesima službe koju ZAPOSLENIK nastavlja obavljati.</p>
<p>The decision shall be made by the body where the Imam is on his duty, and an appeal can be lodged against it within eight days to the higher authority of the Islamic Community.</p>	<p>Odluku donosi tijelo u kojem je imam na dužnosti, a protiv njega se može izjaviti žalba u roku od osam dana višem organu Islamske zajednice.</p>
<p>The appeal shall not delay (postpone) the execution of the decision.</p>	<p>Žalba ne odgađa (odgađa) izvršenje odluke.</p>
<p>During the suspension the Imam has the right to compensation of 50% of his monthly salary.</p>	<p>Tijekom suspenzije imam ima pravo na naknadu od 50% svoje mjesечne plaće.</p>
<p>The EMPLOYEE may request the renewal of disciplinary procedure, after the final decision, if he finds out the new facts or evidences that previously could not be used and which, alone or in conjunction with the already presented evidences, could lead to different decision.</p>	<p>ZAPOSLENIK može zatražiti obnovu stegovnog postupka, nakon konačne odluke, ako sazna nove činjenice ili dokaze koji se ranije nisu mogli upotrijebiti i koji bi, sami ili u vezi s već iznesenim dokazima, mogli dovesti do drugačije odluke.</p>
<p>The disciplinary procedure may also be requested on the basis of the final judgment of the court by which the EMPLOYEE is free from accusation for the criminal offense, which was the basis for conducting of the disciplinary procedure , in which the disciplinary measure was pronounced.</p>	<p>Disciplinski se postupak može zatražiti i na temelju pravomoćne presude suda kojom je ZAPOSLENIK oslobođen optužbe za kazneno djelo, što je bio temelj za vođenje disciplinskog postupka u kojem je izrečena stegovna mjera.</p>
<p>Under the terms from paragraphs 1 and 2 of this Article, the disciplinary procedure may be renewed ex officio.</p>	<p>Pod uvjetima iz stavka 1. i 2. ovoga članka, stegovni se postupak može obnoviti po službenoj dužnosti.</p>
<p>The request for renewal of the procedure may be filed within a month from the date of the receipt of the new facts and evidences,</p>	<p>Zahtjev za obnovu postupka može se podnijeti u roku od mjesec dana od dana primitka novih</p>

<p>or within a reasonable (objective) period of two years from the date of the validity of the decision.</p>	<p>činjenica i dokaza ili u razumnom (objektivnom) roku od dvije godine od dana valjanosti odluke.</p>
<p>The Riyasat may, upon the request of the EMPLOYEE, and with the consent of the ICNAB, within five years from the date of validity of the decision on the imposition of the disciplinary measure, determine to stop the legal consequences of the decision if it finds that the purpose of the punishment is fulfilled and that the Imam has deserved it by its conduct.</p>	<p>Rijaset može, na zahtjev ZAPOSLENIKA, i uz pristanak ICNAB-a, u roku od pet godina od dana valjanosti odluke o izricanju disciplinske mjere, odrediti da zaustavi pravne posljedice odluke ako utvrdi da je svrha kazne ispunjena i da je imam to zasluzio svojim ponašanjem.</p>
<p>The EMPLOYEE shall be responsible for the damage (materially), that he has committed to the Community or the Third Person, intentionally or due to negligence.</p>	<p>ZAPOSLENIK je odgovoran za štetu (materijalno), koju je počinio Zajednici ili trećoj osobi, namjerno ili zbog nepažnje.</p>
<p>The amount of damage, the circumstances under which it was done and its height shall be determined by the special commission formed by the Majlis in which the Imam performs his duty.</p>	<p>Visinu štete, okolnosti pod kojima je učinjena i visinu štete određuje posebna komisija koju formira medžlis u kojoj izvršava svoju dužnost.</p>
<h4>ASSIGNMENT</h4>	<h4>PRIJENOS PRAVA I OBVEZA</h4>
<p>This Agreement may not be assigned by either EMPLOYER or EMPLOYEE; provided, however, EMPLOYER may assign its rights under this Agreement to one of its affiliates, subsidiaries, and/or any corporation that acquires, purchases, and/or merges with EMPLOYER.</p>	<p>Ovaj Ugovor ne može na treća lica prenijeti ni POSLODAVAC niti ZAPOSLENIK; pod uvjetom da, međutim, POSLODAVAC može prenijeti svoja prava prema ovom Ugovoru na jedno od svojih podružnica, podružnica i / ili bilo koje korporacije koja kupuje, kupuje i / ili se spaja s POSLODAVCEM.</p>
<h4>CHOICE OF LAW</h4>	<h4>IZBOR PRIMJENJIVOOG PRAVA</h4>
<p>This Agreement is prepared based on Rules of Procedure of Imams of ICNAB and all matters not defined by this Agreement will be resolved according to those Rules of Procedure. This Agreement is made and entered into in the County of _____, State of _____, and shall, in all respects, be interpreted, enforced and governed by and under the laws of the State of _____.</p>	<p>Ovaj Sporazum je pripremljen na temelju Poslovnika o radu Imama ICNAB-a i sva pitanja koja nisu definirana ovim Sporazumom bit će riješena u skladu s ovim Poslovnikom. Ovaj Sporazum je sklopljen u _____ (naziv države), te će se, u svakom pogledu, tumačiti, provoditi i upravljati prema zakonima te države.</p>

<p>AMENDMENT; WAIVER</p>	<p>AMANDMANI (IZMJENE I DOPUNE); ODRICANJE</p>
<p>No amendment to this Agreement shall be effective unless it is in writing and executed by both parties, and no waiver of any provision herein shall constitute a general waiver for future purposes.</p>	<p>Nijedna izmjena i dopuna ovog Ugovora neće biti na snazi ako nije u pisanoj formi i ako nije potpisana od strane obje ugovorne strane, a nikakvo odricanje od bilo koje odredbe ovog Ugovora neće predstavljati opće odricanje od ugovora za buduće svrhe.</p>
<p>SEVERABILITY.</p>	<p>SALVATORNA KLAUZULA</p>
<p>If any provision contained herein is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair, or invalidate any other provision herein contained.</p>	<p>Ako se bilo koja odredba sadržana u ovom dokumentu smatra nevažećom, ništavnom ili nelegalnom od strane bilo kojeg nadležnog suda, isto će se smatrati odvojivim od ostatka ovog Ugovora i ni na koji način neće utjecati na bilo koju drugu odredbu koja je ovdje sadržana.</p>
<p>NO OTHER AGREEMENTS.</p>	<p>NEPOSTOJANJE DRUGIH SPORAZUMA</p>
<p>This Agreement represents the entire agreement between the parties hereto with respect to the specific subject matter hereof and supersedes any and all previous written or oral agreements or discussions between said parties and any other person or legal entity concerning the specific subject matter hereof.</p>	<p>Ovaj Ugovor predstavlja cjelokupni ugovor između stranaka u vezi s određenim predmetom ovog Ugovora i zamjenjuje sve prethodne pisane ili usmene sporazume ili rasprave između spomenutih stranaka i bilo koje druge fizičke ili pravne osobe u vezi s određenim predmetom ovog Ugovora.</p>
<p>NOTICES</p>	<p>OBAVIJESTI</p>
<p>Any notice, request, demand, instruction, or other communication to be given hereunder to any party shall be effective upon delivery personally to any employee of the parties during regular business hours at the addresses of the parties hereinafter set forth. Alternatively, such notice may be given by mail, sent by registered or certified mail, postage prepaid, return receipt requested, as follows:</p>	<p>Svaka obavijest, zahtjev, uputa ili druga komunikacija koja će se dati bilo kojoj stranci stupit će na snagu isporukom osobno bilo kojem zaposleniku ILI POSLODAVCU tijekom redovnog radnog vremena na adresama stranaka koje su navedene u dalnjem tekstu. Alternativno, takva obavijest može biti poslana poštom, poslana preporučenom ili ovjerenom poštom, plaćenom poštarinom, zatraženom povratnicom, kako slijedi:</p>
<p>If to EMPLOYEE:</p> <hr/>	<p>Ako je upućeno zaposleniku:</p> <hr/>

<p>If to EMPLOYER:</p> <p>[NAME OF EMPLOYER]</p> <p>Attn: Name of person to receive notice</p> <p>[Address of person]</p> <p>Notice given by mail shall be deemed to have been given forty-eight (48) hours after the deposit in any United States post office box in the state to which the notice is addressed or ninety-six (96) hours after deposit of same in any such post office box other than in the state to which the notice is addressed, postage prepaid, addressed as set forth above. Notice shall not be deemed given unless and until, under the preceding sentence, notice shall be deemed given to all addressees to whom notice must be sent. The addresses and addressees for the purpose of this paragraph may be changed by giving written notice of such change in the manner herein provided for giving notice.</p> <p>SUCCESSORS AND ASSIGNS.</p> <p>Except as otherwise expressly provided herein, this Agreement, and each of its provisions, covenants and conditions, shall apply to, bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, transferees, successors-in-interest and assigns.</p> <p>EMPLOYER:</p> <p>[DZEMAT]</p>	<p>Ako je upućeno poslodavcu:</p> <p>[NAZIV POSLODAVCA]</p> <p>Attn: Ime osobe za primanje obavijesti</p> <p>[Adresa osobe]</p> <p>Obavijest poslana poštom smatrat će se da je uručena četrdeset i osam (48) sati nakon unosa u bilo koji poštanski sandučić Sjedinjenih Država u državi na koju je obavijest upućena ili devedeset šest (96) sati nakon polaganja iste u bilo koji drugi poštanski pretinac, osim u državi u kojoj je obavijest upućena, poštarina unaprijed plaćena, kako je gore navedeno. Obavijest se neće smatrati dostavljenom, osim ako se, u skladu s prethodnom rečenicom, smatra da je obavijest upućena svim adresatima kojima se mora poslati obavijest. Adrese i primatelji u svrhu ovog stavka mogu se mijenjati davanjem pisane obavijesti o takvoj promjeni na način kako je ovdje predviđeno za davanje obavijesti.</p> <p>SUKCESORI I KORISNICI PRAVA</p> <p>Osim ako je drugačije izričito navedeno ovdje, ovaj Ugovor, i svaki od njegovih odredbi, sporazuma i uvjeta, primjenjivat će se na, obvezivati i provoditi u korist stranaka i njihovih nasljednika, izvršitelja, administratora, zakonskih zastupnika, primatelja, nasljednika - u interesu i korisnika prava.</p> <p>POSLODAVAC:</p> <p>[DŽEMAT]</p>
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Signature	Potpis
By:	Po:
Its:	Funkcija:
EMPLOYEE: [INSERT EMPLOYEE NAME], for himself/herself	ZAPOSLENIK: [IME ZAPOSLENIKA], za sebe
Signature	Potpis