



## **RIGHTS AND OBLIGATIONS** FROM THE LABOUR ACT AND THE OCCUPATIONAL HEALTH AND SAFETY ACT

## SADRŽAJ

1. UVOD	3
2. TEMELJNA PRAVA I OBVEZE IZ RADNOG ODNOSA	4
3. ZASNIVANJE RADNOG ODNOSA, RADNO VRIJEME, ODMORI I DOPUSTI	4
4. PLAĆA I NAKNADA PLAĆE	7
5. PRESTANAK UGOVORA O RADU	8
6. RAD PUTEM DIGITALNIH RADNIH PLATFORMI	10
7. TEMELJNA PRAVA I OBVEZE IZ ZAŠTITE NA RADU	11
8. PRAVA I OBVEZE RADNIKA IZ ZAŠTITE NA RADU	13
9. RADNICI NA POSLOVIMA U GRADITELJSTVU	15
10. RADNICI NA POSLOVIMA DOSTAVLJAČA	16
11. PRIJAVA PROPUSTA	17
12. NEPRIJAVLJENI RAD	18

## TABLE OF CONTENTS

1. INTRODUCTION	3
2. BASIC OBLIGATIONS AND RIGHTS ARISING FROM EMPLOYMENT	4
3. ESTABLISHING EMPLOYMENT, WORKING HOURS, HOLIDAYS AND LEAVES	4
4. SALARY AND SALARY COMPENSATION	7
5. TERMINATION OF LABOUR CONTRACT	8
6. DIGITAL PLATFORM WORK	10
7. FUNDAMENTAL RIGHTS AND OBLIGATIONS REGARDING PROTECTION AT WORK	11
8. EMPLOYEES' RIGHTS AND OBLIGATIONS REGARDING PROTECTION AT WORK	13
9. WORKERS IN THE CONSTRUCTION INDUSTRY	15
10. WORKERS AT DELIVERY JOBS	16
11. REPORTING OMISSIONS	17
12. UNDECLARED EMPLOYMENT	18

## 1. UVOD

Vodič je namijenjen poslodavcima, radnicima i stranim radnicima koji poslove obavljaju kodposlodavaca koji imaju registriranu djelatnost na području Republike Hrvatske.

U Republici Hrvatskoj, kao članici Europske unije, postoje visoki standardi u području rada i zaštite na radu. Strani i domaći radnici imaju jednaka prava iz radnog odnosa, uključujući i prava na području zaštite na radu.

Vodič sadrži jednostavne i praktične upute vezane za prava i obveze poslodavaca i radnika propisane Zakonom o radu i **Zakonom o zaštiti na radu**.

**Radni odnosi uređeni su Zakonom o radu** koji se primjenjuje kao opći propis, ako drugom zakonom nije drugačije uređeno.

**Zakonom o zaštiti na radu uređuje se sustav zaštite na radu u Republici Hrvatskoj**, a osobito nacionalna politika i aktivnosti, opća načela prevencije i pravila zaštite na radu, obvezoposlodavca, prava i obveze radnika i povjerenika radnika za zaštitu na radu, djelatnosti u vezi sa zaštitom na radu, nadzor i prekršajna odgovornost.

**Zakon o zaštiti na radu primjenjuje se u svim djelatnostima u kojima radnici obavljaju poslove za poslodavca**, osim kod poslova na kojima se zbog njihove posebnosti to nije moguće, poput poslova Oružanih snaga Republike Hrvatske, policije, poslova zaštite i spašavanja, zaštite osoba i imovine te vatrogasaca i pirotehničara.

## 1. INTRODUCTION

The guide is intended for employers, workers, and foreign workers who work for employers with registered business activity in the Republic of Croatia.

In the Republic of Croatia, as a member of the European Union, there are high standards in the field of work and occupational health and safety. Foreign and domestic workers have equal rights in the employment relationship, including rights in occupational health and safety.

The guide contains simple and practical instructions related to employers' and workers' required rights and obligations from **the Labour Act** and **the Occupational Health and Safety Act**.

**Employment relations are regulated by the Labour Act**, which is applied as a general regulation unless otherwise specified by another law.

**The Occupational Health and Safety Act regulates the occupational health and safety system in the Republic of Croatia**, in particular national policy and activities, general principles of prevention and occupational health and safety regulations, employer's obligations, rights and obligations of employees and of employees' commissioner for occupational health and safety, activities in relation to occupational health and safety, supervision and misdemeanour liability.

**The Occupational Health and Safety Act shall apply to all activities in which employees perform work for the employer**, except for works where, due to their particularity, this is not possible, such as activities of the Croatian Armed Forces, police activities, protection and rescue activities, protection of persons and property, and activities of firefighters and deminers.

## 2. TEMELJNA PRAVA I OBEVEZE IZ RADNOG ODNOSA

**Poslodavac** je obavezan u radnom odnosu radniku dati posao te mu za obavljeni rad **isplatiti plaću**.

**Radnik** je **obavezan osobno obavljati preuzeti posao prema uputama poslodavca**, u skladu s naravi i vrstom rada (opisom radnog mjesta).

**Poslodavac** je dužan radniku **osigurati sigurne uvjete za rad na način koji ne ugrožavazdravlje radnika**.

Prije stupanja na rad, poslodavac je dužan radnika **upoznati s propisima u vezi s radnim odnosima, kao i s organizacijom rada i zaštitom zdravlja i sigurnosti na radu**.

## 3. ZASNIVANJE RADNOG ODNOSA, RADNO VRIJEME, ODMORI I DOPUSTI

**Radni odnos u Republici Hrvatskoj zasniva se ugovorom** o radu, dvostrano obavezujućim ugovorom, koji je nastao kao izraz suglasnosti volja ugovornih strana (poslodavca i radnika) o njegovim bitnim elementima.

U slučaju da je **radnik strani državljanin koji ne poznaje hrvatski jezik, tada bi ugovor o radu trebao biti sastavljen na dva jezika** (hrvatskom i jeziku koji stranac razumije).

## 2. BASIC OBLIGATIONS AND RIGHTS ARISING FROM EMPLOYMENT

The employer is obliged to provide work for the employee and **to pay a salary** for the work performed.

The worker is **obliged to personally perform the assigned work according to the employer's instructions**, in accordance with the nature and type of work (job description).

The employer is obliged to provide **safe working conditions** in a way that **does not endanger the worker's health**.

Before starting work, the employer is obliged to **acquaint the worker with the labour regulations, as well as with the organization of work and the protection of health and safety at work**.

## 3. ESTABLISHING EMPLOYMENT, WORKING HOURS, HOLIDAYS, AND LEAVES

The employment relationship in the Republic of Croatia is based on a labour contract, a bilaterally binding contract, which was created as an expression of the agreement of the willingness of the contracting parties (employer and employee) on its essential elements.

If the worker is a foreign citizen who does not speak the Croatian language, then the labour contract should be drawn up in two languages (Croatian and a language that the foreign worker understands).



Radni odnos se zasniva **ugovorom o radu u pisanom obliku**.

Poslodavac je dužan radnika prije početka rada prijaviti na **obvezno mirovinsko i zdravstveno osiguranje**.

#### UGOVOR O RADU može se sklopiti na:

- **NEODREĐENO VRIJEME** - što je i pravilo
- **ODREĐENO VRIJEME** - sklapa se iznimno u slučaju zamjene privremeno nenazočnog radnika i obavljanja posla čije je trajanje ograničeno rokom, izvršenjem određenog posla ili nastupanjem određenog događaja (maksimalno do 3 godine i 3 ugovora)
- prilikom sklapanja ugovora o radu može se ugovoriti **probni rad**, koji ne smije trajati duže od šest mjeseci



**PUNO RADNO VRIJEME** radnika ne smije trajati duže od 40 sati tjedno - ukupno radno vrijedne radnika (kod jednog, dva ili više poslodavaca) ne smije biti duže od 40 sati tjedno



**PREKOVREMENI RAD** - može se naložiti u slučaju više sile, izvanrednog povećanja opsega poslova i u drugim sličnim slučajevima prijeke potrebe (ukupno redovni rad i prekovremeni maksimalno 50 sati tjedno / prekovremeni rad maksimalno 180 sati godišnje); do 250 sati godišnje - ako je tako ugovoreno kolektivnim ugovorom



**PRERASPODJELA RADNOG VREMENA** - ako narav posla to zahtijeva, radno vrijeme može se preraspodijeliti tako da u jednom razdoblju traje duže, a u drugom razdoblju kraće, na način da prosječno radno vrijeme tijekom trajanja preraspodjele ne smije biti duže od ugovoro-



The employment relationship is based on a **written labour contract**.

The employer is obliged to register the employee for **mandatory pension and health insurance** before starting work.

**LABOUR CONTRACT** can be concluded on:

- **INDEFINITE PERIOD** - which is the rule
- **DEFINITE PERIOD** - is concluded exceptionally in the case of replacing a temporarily absent worker and performing work which is previously determined by a specific time limit, performance of a specific task or occurrence of a specific event (maximum of three years and three contracts)
- on concluding a labour contract, a **trial period may be stipulated**, which may not last longer than six months



**FULL-TIME WORKING HOURS shall not exceed 40 hours per week** - the total working hours of an employee (with one, two or more employers) shall not exceed 40 hours per week



**OVERTIME WORK** - can be ordered in case of force majeure, extraordinary increase in scope of work and in other similar cases of urgent need (total regular work and overtime maximum of 50 hours per week / overtime maximum of 180 hours per year); up to 250 hours per year - if so agreed in the collective agreement



**REDISTRIBUTION OF WORKING HOURS** - if the nature of the work requires so, the working hours can be redistributed in shorter and longer periods and in such a way that the average working time during

renog radnog vremena, te se takvo radno vrijeme ne smatra prekovremenim radom (npr. u djelatnosti ugostiteljstva i graditeljstva)



**STANKA (odmor, pauza)** - najmanje 30 minuta tijekom radnog dana

**DNEVNI ODMOR** - najmanje 12 sati neprekidno

**TJEDNI ODMOR** - u neprekidnom trajanju od najmanje 36 sati, te se primarno koristi nedjeljom, odnosno subotom ili ponedjeljkom

Ako zbog rasporeda rada radnik nije u mogućnosti koristiti tjedni odmor na propisani način, mora mu se za svaki radni tjedan osigurati korištenje zamjenskog odmora.



**GODIŠNJI ODMOR** - najmanje četiri tjedna godišnje (kolektivnim ugovorom, pravilnikom o radu ili ugovorom o radu može se utvrditi duže trajanje).

- Radnik stječe pravo na „puni“ godišnji odmor nakon šest mjeseci neprekidnog radnog odnosa kod istog poslodavaca. Prije toga radnik stječe pravo na razmjeran dio godišnjeg odmora koji iznosi 1/12 od ukupnog broja dana koji bi radniku pripadao, za svaki mjesec trajanja radnog odnosa.
- Neiskorišteni godišnji odmor radnik može prenijeti u iduću kalendarsku godinu i iskoristiti ga do 30. lipnja.
- Raspored korištenja godišnjeg odmora utvrđuje poslodavac, suklando potrebama organizacije rada, ali i mogućnostima za odmor raspoložive radnicima.

the redistribution is not longer than the contracted working time, and such working time is not considered overtime work (e.g. in hospitality and construction industry)



**BREAK (rest period, pause)** - at least 30 minutes each working day

**DAILY REST** - a minimum of 12 hours without interruption

**WEEKLY REST** - a minimum of 36 hours without interruption, primarily on Sundays, that is Saturdays or Mondays

If, due to the work schedule, the worker is unable to use the weekly rest in the prescribed manner, they shall be provided with the use of a substitute rest period for each working week.



**ANNUAL LEAVE** - the minimum of four weeks annually (a longer duration can be determined by a collective agreement, labour regulations, or labour contract).

- A worker acquires the right to a “full” vacation after six months of continuous employment with the same employer. Before that, the worker acquires the right to a proportionate part of the annual leave, which is 1/12 of the total number of days that would belong to the worker, for each month of the employment relationship.
- Unused annual leave can be transferred to the next calendar year and used until June 30.

- Ako u slučaju prestanka ugovora o radu, radnik nije iskoristio godišnji odmor, poslodavac mu je dužan isplatiti naknadu razmjerno broju dana neiskorištenoga godišnjeg odmora.



**PLAĆENI DOPUST** - za važne osobne potrebe poput braka, rođenja djeteta, teže bolesti ili smrti člana uže obitelji, u ukupnom trajanju od sedam radnih dana godišnje.

## 4. PLAĆA I NAKNADA PLAĆE

**Plaća se dogovara u bruto iznosu, a isplaćuje u novcu, nakon obavljenog rada, najkasnije 15-og dana tekućeg mjeseca za prethodni mjesec.**

Poslodavac je dužan, najkasnije 15 dana od dana isplate plaće, naknade plaće ili otpremnine, radniku dostaviti obračun iz kojeg je vidljivo kako su ti iznosi utvrđeni.

Za otežane uvjete rada, prekovremeni i noćni rad te za rad nedjeljom, blagdanom ili nekim drugim danom za koji je zakonom određeno da se ne radi, **radnik ima pravo na povećanu plaću** (visina se uređuje kolektivnim ugovorom ili pravilnikom o radu, odnosno ugovora se ugovorom o radu, pri čemu povećanje za svaki sat rada nedjeljom ne može biti manje od 50 %).

Za razdoblja u kojima ne radi zbog opravdanih razloga (npr. bolovanje), **radnik ima pravo na naknadu plaće** u visini prosječne plaće koja mu je isplaćena u prethodna tri mjeseca.

- The schedule for using annual leave is determined by the employer, following the needs of the work organisation, as well as the vacation opportunities available to workers.
- If, in the event of the termination of the labour contract, the worker has not used annual leave, the employer is obliged to pay him compensation in proportion to the number of days of unused annual leave.



**PAID LEAVE** - for a maximum of seven working days for important personal needs, and, in particular, those related to marriage, child-birth, serious illness, or death of a member of the immediate family.

## 4. SALARY AND SALARY COMPENSATION

**The salary is agreed in the gross amount, and is paid in cash, after the work is done, no later than the 15th day of the current month for the previous month.**

The employer shall, no later than 15 days from the payment, give a payroll account to the worker from which it is evident in which way salary, salary compensation or severance pay calculations were made.

**A worker has the right to an increased salary** for arduous working conditions, overtime and night work, and for work on Sundays, holidays, and other days that are not working days according to the law (*the amount is established by the collective contract or employment rules,*

**MINIMALNA PLAĆA** - najniži je mjesečni iznos bruto plaće koja se radniku isplaćuje za rad u punom radnom vremenu, a uređena je Zakonom o minimalnoj plaći

**Minimalna plaća u Republici Hrvatskoj u 2024. iznosi 840,00 eura bruto.**

*Iznimno, minimalne plaće za pojedina radna mjesta u sektoru graditeljstva i ugostiteljstva ugovorene su kolektivnim ugovorima, čija je primjena proširena na sve poslodavca i radnike u Republici Hrvatskoj u tim djelatnostima.*

## 5. PRESTANAK UGOVORA O RADU

Ugovor o radu prestaje smrću radnika, smrću poslodavca fizičke osobe, istekom vremena na koje je sklopljen ugovor o radu na određeno vrijeme, sporazumom radnika i poslodavca, dostavom pravomoćnog rješenja o priznanju prava na invalidsku mirovinu zbog opće nesposobnosti za rad, otkazom i dr.



### PRAVA KOD OTKAZA UGOVORA O RADU:

OTKAZNI ROK I OTPREMNINA

OTKAZ UGOVORA O RADU može biti:

- poslovno uvjetovani otkaz (ako prestane potreba za obavljanjem određenog posla zbog gospodarskih, tehnoloških ili organizacijskih razloga)
- osobno uvjetovani otkaz (ako radnik nije u mogućnosti uredno izvršavati svoje obveze iz radnog odnosa zbog određenih trajnih osobina ili sposobnosti)

*i.e. is arranged by labour law, whereby the increase for each hour of work on Sundays cannot be less than 50%.*

For periods in which the worker does not work for justified reasons (e.g. sick leave), the worker has the right to salary compensation equal to the sum of the average salary paid to him or her over the preceding three months.

**MINIMUM WAGE** - is the lowest monthly amount of gross salary paid to a worker for full-time work, regulated by the Minimum Wage Act

**The minimum wage in the Republic of Croatia in 2024 is 840.00 € gross.**

*Exceptionally, the minimum wages for individual working positions in the construction and hospitality industries are contracted by collective agreements, the application of which is extended to all employers and workers in these industries in the Republic of Croatia.*

## 5. TERMINATION OF LABOUR CONTRACT

A labour contract terminates upon the death of the worker, upon the death of the employer, upon expiration of the period for which a fixed-duration labour contract has been concluded, under an agreement between the worker and the employer, upon the submission of a legally effective decision on retirement due to general inability to work, by cancellation, etc.



- otkaz uvjetovan skrivljenim ponašanjem radnika (ako radnik krši obveze iz radnog odnosa)
- otkaz zbog nezadovoljavanja na probnom radu (ako radnik nije zadovoljio na probnom radu)
- izvanredni otkaz (ako zbog osobito teške povrede obveze iz radnog odnosa ili neke druge osobito važne činjenice, uz uvažavanje svih okolnosti i interesa objiju ugovornih stranaka, nastavak radnog odnosa nije moguć).

Otkaz mora imati pisani oblik, pisano obrazloženje i mora se dostaviti osobi koja se otkazuje.



## RIGHTS IN CASE OF TERMINATION OF THE LABOUR CONTRACT:

### NOTICE PERIOD AND SEVERANCE PAY

CANCELLATION OF LABOUR CONTRACT can be:

- notice due to business reasons (if the need for performing certain work ceases due to economic, technological or organisational reasons)
- notice due to personal reasons (if the worker is not capable of fulfilling his or her employment-related duties because of some permanent characteristics or abilities)
- notice due to the worker's misconduct (if the worker violates employment obligations)
- notice due to dissatisfaction with the trial period (if the worker has not performed satisfactorily during the trial period)
- extraordinary notice (if, due to an extremely grave violation of an employment obligation or due to any other highly important fact and recognising all the circumstances or interests of both contracting parties, the continuation of the employment is not possible).

The notice must have a written form, a written explanation and must be delivered to the other party.



## 7. TEMELJNA PRAVA I OBVEZE IZ ZAŠTITE NA RADU



Dokumentacija vezana uz organizaciju i provođenje zaštite na radu te za rizike na mjestu rada i u vezi s radom stranog radnika mora biti prevedena na jezik i pismo koji strani radnik razumije.

### POSLODAVAC JE OBVEZAN:

- izraditi procjenu rizika
- osposobiti radnike za rad na sigurnan način
- osigurati liječnički pregled radnika koji radi na poslovima s posebnim uvjetima rada
- osigurati osobnu zaštitnu opremu radniku (radno odijelo, zaštitne cipele, zaštitnerukavice, kacigu i slično)
- sprječavati stres na radu ili u vezi s radom
- osigurati i istaknuti na vidljivom mjestu sigurnosne znakove, pisane obavijesti i upute
- osigurati provođenje zaštite od požara i eksplozije, neposrednog i značajnog rizika,
- provoditi vježbe evakuacije i spašavanja
- osigurati propisan broj osoba za pružanje prve pomoći
- zabraniti uzimanje alkohola i drugih sredstava ovisnosti na mjestu rada
- osigurati ispravna sredstva rada i radnu opremu koju koriste radnici

## 7. FUNDAMENTAL RIGHTS AND OBLIGATIONS REGARDING PROTECTION AT WORK



Documentation related to the organisation and implementation of health and safety regulations and risks at the workplace and in connection with the foreign employee's work shall be translated into a language and script that the foreign employee understands.

### THE EMPLOYER IS OBLIGED TO:

- make a risk assessment
- train workers to work safely
- ensure a medical examination of workers who work in special working conditions
- provide personal protective equipment (overalls, protective shoes, protective gloves, helmets, etc.)
- prevent stress at work or work-related stress
- provide and display in a visible place safety signs, written notices and instructions
- ensure prevention of fire and explosions, immediate and significant risk, evacuation and rescue operations
- ensure the prescribed number of people to provide first aid
- prohibit the consumption of alcohol or other addictive substances at work
- provide means of work and working equipment for the workers

## POSLODAVAC JE, U SVRHU ZAŠTITE NA RADU, OBVEZAN:

- osigurati stalno prohodne puteve do nužnih i drugih izlaza
- redovito održavati mjesta rada s pripadajućom opremom i mentalno otklanjanje utvrđenih nedostataka
- osigurati redovito čišćenje mjesta rada, oprema i uređaja do primjerene higijenske razine, a posebno uređaja za provjetravanje i pripremu zraka
- redovito održavati i provjeravati sigurnosne opreme i uređaja namijenjenih za sprječavanje ili smanjivanje rizika
- osigurati zaštitu od štetnog djelovanja fizikalne, kemijske i biološke štetnosti na mjestima rada na kojima su prisutne
- obavijestiti radnike i njihove predstavnike o svim mjerama sigurnosti i zaštite zdravlja na mjestu rada
- osigurati povoljne uvjete rada (temperatura, vlažnost, brzina strujanja zraka, osvjetljenje) na mjestima rada u zatvorenom prostoru, ovisno o prirodi posla
- osigurati pomoćne prostorije (garderobe, kupaonice, umivaonici, prostorije za uzimanje obroka hrane, prostorije za osobnu higijenu žena, prostorije za povremeno zagrijavanje osoba na radu, nužnici, pisoari, prostorije za čišćenje i dezinfekciju radne odjeće i osobne zaštitne opreme i zaštitnih sredstava i dr.) u građevinama namijenjenima za rad ili u izdvojenim građevinama u blizini mjesta rada, ako je to sukladno prirodi procesa i organizaciji rada

## REGARDING THE OCCUPATIONAL HEALTH AND SAFETY, THE EMPLOYER IS OBLIGED TO:

- provide permanently accessible ways to required and other exits
- regularly maintain workplaces with equipment and eliminate the established defects
- ensure regular cleaning of workplaces, equipment and devices to an appropriate hygienic level, especially devices for ventilation and air preparation
- regularly maintain and check safety equipment and devices intended to prevent or reduce risks
- ensure protection against the harmful effects of physical, chemical and biological hazards at workplaces
- inform workers and their representatives about all health and safety protection measures at the workplace
- ensure favourable working conditions (temperature, humidity, speed of air flow, lighting) in closed spaces, depending on the nature of the work
- provide auxiliary rooms (cloakrooms, bathrooms, sinks, rooms for taking meals, rooms for women's personal hygiene, rooms for occasional warming up of people at work, toilets, urinals, rooms for cleaning and disinfection of work clothes and personal protective equipment and protective means, etc.) in buildings intended for work or in separate buildings near the place of work, if this is in accordance with the nature of the process and the organisation of work

## 8. PRAVA I OBVEZE RADNIKA IZ ZAŠTITE NA RADU

Posao je potrebno obavljati u skladu s pravilima zaštite na radu, pravilima struke te u skladu s pisanim uputama poslodavca

- radnik je obavezan osposobljavati se za rad na siguran način
- pregledati mjesto rada te o uočenim nedostacima izvijestiti poslodavca ili njegovogovlaštenika
- pravilno koristiti sredstva rada
- pravilno koristiti propisanu osobnu zaštitnu opremu i nakon korištenja vratiti ju na za to određeno mjesto
- pravilno koristiti i samovoljno ne isključivati, ne vršiti preinake i ne uklanjati zaštite na sredstvima rada
- radnik je dužan odložiti sredstva rada koja je koristio na način da ne ugrožavaju ostale radnike ili sredstva rada
- radnik je dužan surađivati s poslodavcem, njegovim ovlaštenikom, stručnjakom zaštite na radu, specijalistom medicine rada i povjerenikom radnika za zaštitu na radu
- radniku je zabranjeno pušenje, uzimanje alkohola i drugih sredstava ovisnosti na mjestu rada
- radnik ima pravo odbiti raditi i napustiti mjesto rada ako mu izravno prijete rizik za život i zdravlje, sve dok poslodavac ne poduzme korektivne mjere te zbog takvog postupanja ne smije trpjeti štetne posljedice
- o postupku odbijanja rada i napuštanja radnog mjesta u slučaju rizika za život i zdravlje radnik mora obavijestiti poslodavca, njegovog ovlaštenika, stručnjaka za zaštitu

## 8. EMPLOYEES' RIGHTS AND OBLIGATIONS REGARDING PROTECTION AT WORK

the work shall be performed in accordance with the rules of occupational health and safety, the rules of the profession and in accordance with the employer's written instructions

- the worker is obliged to train himself to work in a safe manner
- to inspect the workplace before starting work and inform the employer or its authorised officer of any identified deficiencies
- to properly use the means of work
- to use the prescribed personal protective equipment correctly and return it after use to the designated area
- to properly use and not make changes to, remove or arbitrarily turn off safety components on the means of work
- the worker ensures that the used equipment is left in such a condition that it poses no danger to other employees or means of work
- the worker cooperates with the employer, its authorised officer, occupational health and safety specialist, specialist in occupational medicine and employees' commissioner for occupational health and safety
- smoking, consuming alcohol and other addictive substances at the workplace is prohibited
- the employee shall have the right to refuse work and leave the workplace if faced with an immediate risk to his life and health, until such time as the employer takes remedial measures, and shall not be placed at a disadvantage because of his actions.

- na radu ili povjerenika radnika za zaštitu na radu
- poslodavac ne smije zahtijevati od radnika da ostane na mjestu rada dok na tom mjestu postoji izravan i ozbiljan rizik za život i zdravlje radnika
  - ako radnik u slučaju rizika za život i zdravlje odbije rad i napusti mjesto rada, poslodavac, njegov ovlaštenik, odnosno radnik ili povjerenik radnika za zaštitu na radu obvezni su bez odgađanja izvjestiti nadležnog inspektora koji je obvezan u roku od 48 sati utvrditi činjenično stanje i osnovanost navoda radnika
  - za vrijeme dok ne radi zbog izbjegavanja izloženosti izravnom i ozbiljnom riziku za život i zdravlje, radnik ima pravo na plaću i druga prava iz radnog odnosa u skladu s općim propisom o radu

Radnik nije obavezan snositi troškove u vezi s primjenom pravila zaštite na radu i zdravstvenih mjera. Sve troškove snosi poslodavac!

Radnik je obavezan koristiti osobnu zaštitnu opremu koju mu je osigurao poslodavac (radne cipele, radno odijelo, zaštitnu kacigu, rukavice i drugo).

- about the procedure for refusing to work and leaving the workplace in the event of a risk to life and health, the worker shall inform the employer, its authorised officer, occupational health and safety specialist, a specialist in occupational medicine, and an employees' commissioner for occupational health and safety
- the employer shall not require employees to remain at their workplaces as long as there exists an immediate and serious risk to the life and health of employees.
- if the worker refuses to work and leaves the workplace in case of risk to life and health, the employer, its authorised officer or employee or commissioner for occupational health and safety shall without delay notify the competent inspector who shall, within 48 hours, establish the facts and merits of the claims put forward by the employees
- for the period during which the employee does not perform his duties to avoid exposure to an immediate and serious risk to his life and health, the employee shall be entitled to salary and other rights arising from employment following labour law.

The employee shall not bear the costs of implementing occupational health and safety rules and health protection measures. All costs are borne by the employer!

The worker is obliged to use the personal protective equipment provided by the employer (overalls, protective shoes, protective gloves, helmets, etc.).

## 9. RADNICI NA POSLOVIMA U GRADITELJSTVU

Poslodavac je radnicima u djelatnosti graditeljstva obavezan osigurati:

- osposobljavanje za rad na siguran način
- osobnu zaštitnu opremu
- zaštitno radno odijelo
- zaštitnu kacigu
- zaštitne cipele
- zaštitne rukavice
- sigurnosni pojas i uže
- pregled specijaliste medicine rada za poslove s posebnim uvjetima rada prije početka rada
- ispravna sredstva rada i radnu opremu

## 9. WORKERS IN THE CONSTRUCTION INDUSTRY

The employer is obliged to provide workers in the construction industry with:

- training to work in a safe manner
- personal protective equipment
- protective overalls
- protective helmet protective shoes
- protective gloves safety harness and rope
- examination by an occupational medicine specialist for jobs with special working conditions before work commences
- effective means of work and equipment

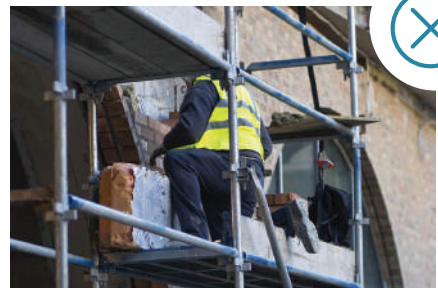
### ISPRAVAN RAD NA SKELI

#### PROPER SCAFFOLDING WORK



### NEISPRAVAN RAD NA SKELI

#### FAULTY SCAFFOLDING WORK



## 10. RADNICI NA POSLOVIMA DOSTAVLJAČA

Poslodavac je radnicima koji rade na poslovima dostavljača putem digitalnih platformi obavezan osigurati:

- osposobljavanje za rad na siguran način
- osobnu zaštitnu opremu - zaštitnu kacigu
- edukaciju o sigurnosti u kretanju u cestovnom prometu
- osvijestiti radnika o njegovoj odgovornosti ukoliko ozljedi sudionike u prometu

## 10. WORKERS AT DELIVERY JOBS

For workers who work at delivery jobs via digital platforms, the employer is obliged to:

- ensure training to work in a safe manner personal protective equipment - safety helmet
- education on traffic safety
- make the worker aware of its responsibility if other participants in traffic are injured

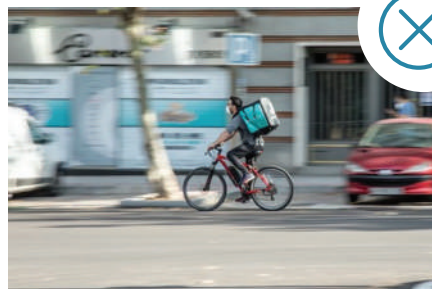
### ISPRAVAN RAD DOSTAVLJAČA

#### PROPER DELIVERY WORK



### NEISPRAVAN RAD DOSTAVLJAČA

#### FAULTY DELIVERY WORK





## 11. PRIJAVA PROPUSTA

**Državni inspektorat Republike Hrvatske** je institucija nadležna za postupanje po prijavama radnika zbog kršenja propisa iz područja rada i zaštite na radu od strane poslodavca.

Državni inspektorat Republike Hrvatske djeluje kroz središnji ured i područne urede čiji se popis i kontakti nalaze na sljedećoj poveznici:

<https://dirh.gov.hr/kontakti/93>

Ukoliko poslodavac prema radniku ne postupuje u skladu sa propisom iz radnih odnosa ili područja zaštite na radu poslodavca je potrebno prijaviti Državnom inspektoratu Republike Hrvatske, Inspekciji rada putem poveznice:

<https://dirh.gov.hr/podnosenje-prijava/83>

## 11. REPORTING OMISSIONS

The State Inspectorate of the Republic of Croatia is the institution responsible for dealing with reports of workers due to employer's violations of regulations in the field of work and occupational health and safety.

The State Inspectorate of the Republic of Croatia operates through the central office and regional offices whose list and contacts can be found on the following link:

<https://dirh.gov.hr/kontakti/93>

If the employer does not act towards the employee following the regulation from labour relations or the field of protection at work, the employer shall be reported to the State Inspectorate of the Republic of Croatia, the Labour Department via the link:

<https://dirh.gov.hr/podnosenje-prijava/83>



## 12. NEPRIJAVLJENI RAD

Zapošljavanje državljanina treće zemlje protivno odredbama propisa kojim se uređuju uvjeti ulaska, kretanja, boravka i rada stranaca koji su državljani trećih zemalja smatra se neprijavljenim radom u užem smislu.

### Za neprijavljeni rad odgovara poslodavac.

Neprijavljeni radnik može prijaviti svog poslodavca Državnom inspektoratu.

**NEPRIJAVLJENIM RADOM** smatraju se i:

- rad bez prijave na obvezno mirovinsko osiguranje, odnosno bez prijave na odgovarajuće radno vrijeme
- rad bez sklopljenog ugovora o radu u pisanom obliku ili bez pisane potvrde o sklopljenom ugovoru o radu
- obavljanje rada na temelju drugih sklopljenih obvezno pravnih ugovora između poslodavca i fizičke osobe kada takav rad s obzirom na svoju narav i vrstu te ovlasti poslodavca ima obilježja posla za koji se zasniva radni odnos

### Ako se inspekcijskim nadzorom utvrdi da je radnik obavljao neprijavljeni rad, ima pravo na:

- prijavu na mirovinsko i zdravstveno osiguranje 6 mjeseci unatrag, osim ako se ne dokaže da je radio dulje ili kraće
- pravo na isplatu plaće za cijelo razdoblje neprijavljenoga rada u iznosu zadnje objavljene medijalne bruto plaće

## 12. UNDECLARED EMPLOYMENT

Employing citizens of a third country contrary to the directives that regulate the condition of entry, movement, residence, and work of foreigners is considered undeclared employment in a broader sense.

### The employer is liable for undeclared employment.

An undeclared worker can report their employer to the State Inspectorate.

**UNDECLARED WORK** is also considered to be:

- work without applying for mandatory pension insurance, or appropriate working hours
- work without a written employment contract or without a written confirmation of a signed employment contract
- performing work based on mandatory legal contracts concluded between the employer and a natural person when such work, given its nature and type and the authority of the employer, has the characteristics of the work on which the employment relationship is based

### If the inspection determines that the worker performed undeclared work, they have the right to:

- apply for pension and health insurance six months back, unless it can be proven that they worked longer or shorter
- the right to payment of salary for the entire period of undeclared work in the amount of the last published median gross salary





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Ministry of Labour, Pension System, Family and Social Policy

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