



REPUBLIC OF CROATIA
Ministry of Labour, Pension
System, Family and Social Policy



RIGHTS AND OBLIGATIONS UNDER THE LABOUR ACT AND THE OCCUPATIONAL HEALTH AND SAFETY ACT

Zagreb, March 2024

CONTENTS:

- 1. INTRODUCTION.....1
- 2. FUNDAMENTAL RIGHTS AND OBLIGATIONS ARISING FROM THE EMPLOYMENT RELATIONSHIP.....2
- 3. ESTABLISHING AN EMPLOYMENT RELATIONSHIP, WORKING TIME, PAID ANNUAL LEAVE AND OTHER TYPES OF LEAVE.....2
- 4. SALARY AND SALARY COMPENSATION.....4
- 5. TERMINATION OF EMPLOYMENT CONTRACT..... 5
- 6. WORK THROUGH DIGITAL LABOUR PLATFORMS.....6
- 7. FUNDAMENTAL RIGHTS AND OBLIGATIONS IN THE FIELD OF OCCUPATIONAL HEALTH AND SAFETY..... 6
- 8. RIGHTS AND OBLIGATIONS OF WORKERS IN THE FIELD OF OCCUPATIONAL HEALTH AND SAFETY..... 8
- 9. CONSTRUCTION WORKERS..... 9
- 10. COURIERS.....10
- 11. PROTECTION OF WORKERS RIGHTS WITH THE EMPLOYER.....11
- 12. REPORTING OF OMISSIONS.....12
- 13. UNDECLARED WORK.....12

1. INTRODUCTION

This guide is intended for employers, workers and foreign workers who perform work with employers who have a registered activity in the territory of 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 employment rights, including rights in the field of occupational health and safety.

This guide contains simple and practical instructions related to the rights and obligations of employers and workers prescribed by the **Labour Act** and the **Occupational Health and Safety Act**.

Employment relationships are regulated by the Labour Act, which applies as a general regulation, unless otherwise regulated by another act.

The Occupational Health and Safety Act regulates the occupational health and safety system in the Republic of Croatia, and in particular national policies and activities, general principles of prevention and occupational health and safety rules, obligations of the employer, rights and obligations of workers and workers' commissioners for occupational health and safety, activities related to occupational health and safety, supervision and penal liability.

The Occupational Health and Safety Act applies to all activities in which workers perform work for the employer, except for jobs where this is not possible due to their peculiarity, such as work of the Armed Forces of the Republic of Croatia, police, protection and rescue work, protection of persons and property, and firefighters and pyrotechnicians.

2. FUNDAMENTAL RIGHTS AND OBLIGATIONS ARISING FROM THE EMPLOYMENT RELATIONSHIP

The employer is obliged to give the employee a job in the employment relationship and to pay him or her a salary **for the work performed**.

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

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

Before starting work, the employer is **obliged to familiarize the worker with the regulations related to employment relationships, as well as with the organization of work and occupational health and safety**.

3. ESTABLISHING AN EMPLOYMENT RELATIONSHIP, WORKING TIME, PAID ANNUAL LEAVE AND OTHER TYPES OF LEAVE

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

In the event that the worker is **a foreign national who does not speak the Croatian language**, then the employment contract should be drawn up in two languages (Croatian and a language that the foreigner understands).



The employment relationship is based on an **employment contract** in writing. The employer is obliged to register the worker for **compulsory pension and health insurance** before starting work.

THE EMPLOYMENT CONTRACT may be concluded as:

- **AN OPEN-ENDED EMPLOYMENT CONTRACT** - which is, in general, the rule
- **A FIXED TERM EMPLOYMENT CONTRACT** - shall be concluded exceptionally in the case of replacement of a temporarily absent worker and performance of work duration of which is limited by a deadline, execution of a certain job or occurrence of a certain event (maximum up to 3 years and 3 contracts)
- when concluding an employment contract, a **probationary period** may be contracted, which may not exceed six months



FULL-TIME work of a worker must not exceed 40 hours per week - the total working time of a worker (at one, two or more employers) must not exceed 40 hours per week



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



REDISTRIBUTION OF WORKING TIME - if the nature of the work so requires, working time may be redistributed so that it lasts longer in one period and shorter in another, in such a way that the average working time during the redistribution may not exceed the contracted working time, and such working time is not considered overtime (e.g. in the hospitality and construction industry)

BREAK (rest) - at least 30 minutes during the working day

DAILY REST - at least 12 hours continuously

WEEKLY REST - for a continuous period of at least 36 hours, and is primarily used on Sundays or Saturdays or Mondays



If, due to the work schedule, the worker is unable to use the weekly rest in the prescribed manner, he or she must be provided with the use of replacement rest for each working week.



ANNUAL LEAVE - at least four weeks per year (a collective agreement, employment ordinance or employment contract may determine a longer duration).

- The employee acquires the right to "full" annual leave after six months of continuous employment with the same employer. Before that, the employee acquires the right to a proportionate part of the annual leave, which amounts to 1/12 of the total number of days that the employee would be entitled to, for each month of the employment relationship.
- The employee can transfer the unused annual leave to the next calendar year and use it until 30 June.
- The schedule for the use of annual leave is determined by the employer, based on the needs of the organization of work, but also on the annual leave opportunities available to workers.
- Ako u slučaju prestanka ugovora o radu, radnik nije iskoristio godišnji odmor, poslodavac mu je dužan isplatiti naknadu razmjerno broju dana neiskorištenoga godišnjeg odmora.



PAID LEAVE - for important personal needs such as marriage, childbirth, serious illness or death of an immediate family member, for a total of seven working days per year

4. SALARY AND SALARY COMPENSATION

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

The employer is obliged, no later than 15 days from the day of payment of salary, salary compensation or severance pay, to submit to the employee a statement from which it is evident how these amounts were determined.

The worker's salary consists of the amount to be paid and public benefits from the salary. The net amount of the salary is the amount of money paid to the employee in the account. The gross amount of the salary is the amount to be paid increased by public benefits from the salary (pension insurance contribution).

For difficult working conditions, overtime and night work, and for work on Sundays, holidays or any other day for which it is determined by law not to work, **the worker is entitled to an increased salary** (the amount is regulated by a collective agreement or an employment ordinance, i.e., it is contracted by an employment contract, whereby the increase for each hour of work on Sundays cannot be less than 50 %).

For periods in which he or she is not working for justified reasons (e.g., sick leave), **the worker is entitled to salary compensation** in the amount of the average salary paid to him or her in the previous three months.

MINIMUM SALARY - is the lowest monthly amount of gross salary paid to the worker for full-time work, and is regulated by the Minimum Salary Act

The minimum salary in the Republic of Croatia in 2024 is EUR 840.00 gross.

Exceptionally, the minimum salaries for individual jobs in the construction and hospitality sector are contracted by collective agreements, the application of which is extended to all employers and workers in the Republic of Croatia in these activities.

5. TERMINATION OF EMPLOYMENT CONTRACT

The employment contract is terminated upon the death of the worker, the death of the employer who is a natural person, the expiration of the period for which the fixed-term employment contract was concluded, the agreement of the worker and the employer, the delivery of a final decision on the recognition of the right to a disability pension due to general incapacity for work, dismissal, etc.



RIGHTS IN CASE OF TERMINATION OF THE EMPLOYMENT CONTRACT: NOTICE PERIOD AND SEVERANCE PAY

TERMINATION OF THE EMPLOYMENT CONTRACT may be as follows:

- business-conditioned dismissal (if the need to perform a particular job for economic, technological or organizational reasons ceases)
- personally-conditioned dismissal (if the employee is unable to properly perform his or her employment obligations due to certain permanent characteristics or abilities)
- dismissal due to misconduct of the employee (if the employee violates employment relationship obligations)
- dismissal due to failure to satisfy the probationary period (if the worker did not satisfy the probationary period)
- dismissal by means of extraordinary notice (if due to a particularly serious breach of the obligation arising from the employment relationship or some other particularly important fact, taking into account all the circumstances and interests of both contracting parties, the continuation of the employment relationship is not possible)

The dismissal must have a written form, a written explanation and must be submitted to the person being dismissed.

6. WORK THROUGH DIGITAL LABOUR PLATFORMS

all provisions of the Labour Act and other regulations apply
specific legal provisions on such work apply from 1 January 2024

- the employment contract using the digital labour platform enables contracting work at the request of the employer, whereby the payment for at least five working hours per week is guaranteed
- in the event that the aggregator (intermediary) is the employee's employer, the digital labour platform is jointly and severally liable for the obligations that that aggregator, as its market intermediary, has towards the employee it employs
- the employer is obliged to organize and implement occupational health and safety, taking into account risk prevention and information, training, organization and means of work

7. FUNDAMENTAL RIGHTS AND OBLIGATIONS IN THE FIELD OF OCCUPATIONAL HEALTH AND SAFETY



Documentation related to the organization and implementation of occupational health and safety and risks at the workplace and in connection with the work of a foreign worker must be translated into a language and script that the foreign worker understands.

THE EMPLOYER IS OBLIGED TO:

- **make a risk assessment**
- **train workers** to work in a safe manner
- **provide a medical examination of a worker** working in jobs with special working conditions, provide personal protective equipment to the worker (work suit, safety shoes, protective gloves, helmet, etc.)
- **prevent stress** at work or in connection with work
- **ensure and display in a visible place safety signs**, written notices and instructions ensure the implementation of fire and explosion protection, immediate and significant risk, conduct evacuation and rescue drills
- **ensure a prescribed number of first aiders**
- **prohibit the consumption of alcohol and other addictive substances at the workplace**
- **ensure the correct means of work and work equipment used by workers**

For the purpose of occupational health and safety, the employer is obliged to:

- **ensure constantly passable paths** to the necessary and other exits
- **regularly maintain workplaces** with associated equipment and immediately eliminate identified deficiencies
- **ensure regular cleaning** of the work site, equipment and devices to an appropriate level of hygiene, especially ventilation and air preparation devices
- **regularly maintain and check safety equipment** and devices designed to prevent or reduce risks
- **ensure protection against the harmful effects** of physical, chemical and biological damage at workplaces where they are present
- **inform workers and their representatives** of all occupational health and safety measures
- **provide favourable working conditions** (temperature, humidity, air flow rate, lighting) at workplaces indoors, depending on the nature of the work, provide auxiliary rooms (changing rooms, bathrooms, washbasins, rooms for taking meals, rooms for personal hygiene of women, rooms for occasional heating of persons at work, toilets, urinals, rooms for cleaning and disinfection of work clothes and personal protective equipment and means of protection, 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 organization of work



8. RIGHTS AND OBLIGATIONS OF WORKERS IN THE FIELD OF OCCUPATIONAL HEALTH AND SAFETY

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

- the worker is obliged to be trained to work in a safe manner
- to inspect the place of work and report the identified deficiencies to the employer or his or her authorized representative
- to properly use the means of work
- to properly use the prescribed personal protective equipment and return it to the designated place after use
- to properly use and arbitrarily not exclude, modify and remove the protection on the means of work
- the worker is obliged to dispose of the means of work used in such a way that they do not endanger other workers or means of work
- the worker is obliged to cooperate with the employer, his or her authorized representative, occupational health and safety expert, occupational medicine specialist and the worker's occupational health and safety commissioner
- the worker is prohibited from smoking, consuming alcohol and other addictive substances at the place of work
- the worker has the right to refuse to work and leave the place of work if he or she is directly threatened with a risk to life and health, until the employer takes corrective measures and must not suffer any adverse consequences as a result of such actions.
- the worker must inform the employer, his or her authorized representative, occupational health and safety expert or the worker's occupational health and safety commissioner on the procedure of refusal to work and leaving the workplace in the event of a risk to life and health
- the employer shall not require the worker to remain at the workplace while there is a direct and serious risk to the life and health of the worker
- if, in the event of a risk to life and health, the worker refuses to work and leaves the place of work, the employer, his or her authorized representative, or the worker or the worker's commissioner for occupational health and safety are obliged to inform the competent inspector without delay, who is obliged to determine the factual situation and the merits of the worker's allegations within 48 hours
- while not working to avoid exposure to direct and serious risks to life and health, the worker is entitled to salary and other employment rights in accordance with the general employment regulation

The worker is not obliged to bear the costs related to the application of the rules of occupational health and safety and health measures. All costs shall be borne by the employer!

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

9. CONSTRUCTION

The employer is obliged to provide construction workers with:

- training to work in a safe manner
- personal protective equipment
- protective work suit
- protective helmet
- safety shoes
- protective gloves
- safety belt and rope
- examination by an occupational medicine specialist for jobs with special working conditions before starting work
- properly functioning means of work and work equipment

✓ PROPERLY CONDUCTED
SCAFFOLDING OPERATION



✗ IMPROPERLY CONDUCTED
SCAFFOLDING OPERATION



10. COURIERS

The employer is obliged to provide workers who work as couriers through digital platforms with:

- training for safe work personal protective equipment - protective helmet
- education on road safety
- making the worker aware of his or her responsibility if he or she injures other participants in traffic

**PROPERLY CONDUCTED
COURIER OPERATION**



**IMPROPERLY CONDUCTED
COURIER OPERATION**



11. PROTECTION OF WORKERS' RIGHTS WITH THE EMPLOYER

In the event of questions, ambiguities or the need to protect their rights, the employee may contact the authorized persons at the employer, depending on the content of the inquiry or suspicion of violation of employment rights.

- **person in charge of the protection of the dignity of workers** – any employer who employs more than 20 workers has such a person, and an employer who employs more than 75 workers is obliged to appoint two such persons of different sexes. They are in charge of receiving and resolving complaints related to the protection of the dignity of workers. The worker is protected from harassment and sexual harassment in the workplace
- **trade union commissioner** – protects and promotes the rights and interests of trade union members
- **occupational health and safety expert** – a worker appointed by the employer to perform occupational health and safety activities and who meets the prescribed conditions for performing these tasks
- **employer's authorized representative for occupational health and safety** – a worker to whom the employer, regardless of other contracted tasks, has given authorizations for the implementation of occupational health and safety
- **commissioner for occupational health and safety** – a worker who has been elected to represent the interests of workers in the field of occupational health and safety.

At the same time, for the purpose of protecting employment rights, the employee may always contact the representative trade union headquarters, whose contact information is as follows:

THE UNION OF AUTONOMOUS TRADE UNIONS OF CROATIA



- Trg Kralja Petra Krešimira IV. 2, Zagreb
- Phone: +385 (0)1 4655 013; e-mail: sssh@sssh.hr
- <https://www.sssh.hr/en>
- <https://radpomjeri.eu/>

INDEPENDENT TRADE UNIONS OF CROATIA



- Trg Francuske Republike 9/V, Zagreb
- Phone: +385 (0)1 3908 620; e-mail: nhs@nhs.hr
- <https://www.nhs.hr>

ASSOCIATION OF CROATIAN TRADE UNIONS



- Trg Republike Hrvatske 4/II, Zagreb
- Secretariat: Ulica Florijana Andrašeca 18A / VII floor, Zagreb
- Phone: +385 (0)1 4882 335; e-mail: tajnistvo@matica-sindikata.hr
- <https://www.matica-sindikata.hr/>

12. REPORTING OF OMISSIONS



The State Inspectorate of the Republic of Croatia is the institution responsible for handling reports of workers for violations of regulations in the field of work and occupational health and safety by the employer.

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



[THE STATE INSPECTORATE - CONTACT INFORMATION](#)

If the employer does not treat the worker in accordance with the regulations in the field of employment relationships or occupational health and safety, the employer must be reported to the State Inspectorate of the Republic of Croatia, the Labour Inspectorate via the following link:



[THE STATE INSPECTORATE - SUBMISSION OF REPORTS](#)

13. UNDECLARED WORK

Employment of a third-country national contrary to the provisions of the regulations governing the conditions of entry, movement, stay and work of foreigners who are third-country nationals shall be considered **undeclared work** in the narrow sense.

The employer is responsible for undeclared work.

An undeclared worker may report his or her employer to the State Inspectorate.

UNDECLARED WORK is also considered to be:

- **work without registering for compulsory pension insurance, or without registering for appropriate working time**
- **work without a concluded employment contract** in writing or **without a written letter of engagement**
- **performing work on the basis of other compulsory 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 for which the employment relationship shall be contracted

If the inspection establishes that the worker performed undeclared work, he or she is entitled to:

- **registration for pension and health insurance 6 months retrograde**, unless it is proven that he or she worked for a longer or shorter period of time
- **the right to salary payment for the entire period of undeclared work** in the amount of the last published median gross salary