

**REGULATION  
OF RIGHTS AND DUTIES OF THE STUDENT SERVICE MEMBERS  
(CONSOLIDATED TEXT)**

**GENERAL PROVISIONS**

**Article 1.**

Student Center Rijeka through the Student service as an authorised mediator (hereinafter: the Center) offers mediation services in employment of full-time/half-time students and other persons (hereinafter: contractors) accordingly to article 2 of Law on conducting student jobs (hereinafter: Law)

The Center performs analysis and processing of the labor market, finds jobs and contacts the client, agrees on the terms of work with the clients and instructs contractors to perform them, and supports the representation of students in the labor market in order to develop student standards and improve students' living standards.

**Article 2.**

The right to employment through the Student service can be exercised by students and other persons:

1. a student is a person

a) who is attending undergraduate university studies, integrated undergraduate and graduate university study, graduate university study, short professional study, undergraduate professional study and specialist graduate professional study at higher education institutions in the Republic of Croatia

b) who is an exchange student at a higher education institution in the Republic of Croatia or

c) who is a citizen of the Republic of Croatia, a citizen of a member state of the European Union, a citizen of the European Economic Area and the Swiss Confederation with residence in the Republic of Croatia, studying at a higher education institution outside the Republic of Croatia, and who does not have an established employment relationship and/or does not perform independent activity of crafts, free profession and/or agriculture and forestry.

2. other person is a person in the process of enrolling in a study or a person who has completed the study at a higher education institution in the republic of Croatia, and does not have an established employment relationship or is a citizen of the European Union with residence in the Republic of Croatia who completed his studies at a higher education institution outside the Republic of Croatia and does not have an established employment relationship.

Other persons can exercise the right to employment for a maximum of three months from the end of the school year in which they completed secondary education, or for a maximum until the end of the academic year in which they completed their studies or until the expiration of a period of three months.

**Article 3.**

The status of a student studying at a higher education institution in the Republic of Croatia is proven by inspecting the electronic records of data on students in the Information System of Higher Education Institutions (ISVU) and the Information System of Student Rights (ISSP).

The status of a student studying at a higher education institution outside of the Republic of Croatia is proven by a certificate from the home higher education institution university where he is studying.

The certificate referred to in the previous paragraph must be attested and translated by an authorized person.

The status of another person shall be proven by an electronic record of regular high school attendance respectively by a public document of completed secondary education; by a certificate of a higher education institution, that is by a certificate of completion of studies at the home higher education institution in which the study was completed.

Contractors must be holders of rights from compulsory health insurance, which is checked and determined by reviewing the system of Croatian institute for health insurance.

#### **Article 4.**

The right to be employed through the Student service is exercised by the members of the Student service (hereinafter: members).

The status of a member (depending on the status of the contractor) referred to in the previous paragraph is acquired by submitting the following documents:

- a certificate from a higher education institution on enrollment or an electronic record of student status (for students studying outside the Republic of Croatia);
- student ID card (X-ica; in case a student does not own one, one photograph of a smaller format must be submitted);
- ID for inspection;
- OIB (personal identification number in Croatia) presented on a document;
- IBAN of the personal giro, checking or Revolut account (which is exclusively from the territory of the European Union) presented on the bank card, contract with the bank or insight into Internet banking;
- completed questionnaire and student statement when joining the membership
- completed questionnaire and student statement when joining and renewing membership (for students studying outside the Republic of Croatia).

#### **Article 5.**

By fulfilling the conditions from Articles 3. and 4. of this Regulation, the candidate acquires the status of a member (contractor) of the Student Service and receives a Student Service membership card, ie uses a student ID card („X-ica“) to exercise the right to perform student work.

Student ID card („X-ica“) ie membership card serves as a document by which the member (contractor) of the Student service uses to represents himself to the client and the employees of the Student service.

#### **Article 6.**

At the end of academic year, the membership terminates and is renewed at the beginning of the new academic year, in the manner described in Articles 3. and 4. of this Regulation.

#### **Article 7.**

The status of a member (contractor) ceases:

- by establishing an employment relationship;
- at the beginning of performing independent activity of crafts, free profession and/or agriculture and forestry;
- if the member is studying for more than twice the duration of studies at the first and second level;
- if the member achieved less than 1 ECTS in the previous academic year<sup>1</sup>;

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<sup>1</sup> It does not apply to a student enrolling in the first year of study and to a student who had a justified interruption of studies in the previous academic year.

- if the member changes the study program twice and enrolls in the first year of the same level for the third time in the current academic year;
- by the termination of the study;
- at the end of the academic year;
- upon the expiration of three months from the end of the school year in which the secondary education was completed, ie with the expiration of the time until the end of the academic year in which the study was completed or with the expiration of a period of three months from the completion of studies;
- after the pronounced disciplinary measure „exclusion from the Student Service for the current academic year“;
- if the Center finds out or determines the circumstances that affect the termination of membership;
- by the own will of the member (contractor)

#### **Article 7.a**

Student can not become a member of the Student service if at the time of enrollment (current academic year) student obligations (suspension of studies) are suspended in accordance with article 88., paragraph 1., item 12. of the Act on Scientific Activity and Higher Education.

### **RIGHTS AND DUTIES OF STUDENT SERVICE MEMBERS**

#### **Article 8.**

The Center is obliged to ensure the equality of all members (contractors) in the use of the right to perform student work.

#### **Article 9.**

The Student Service official who instructs the member (contractor) to work, is obliged to inform the member about all important facts regarding the working conditions and payment.

A member (contractor) who is sent to work is obliged to conscientiously and responsibly perform the work he has accepted, to keep safe the property of the client and is responsible for the damage he does to the client, intentionally or negligently.

The member (contractor) is obliged to comply with the provisions of the Contract on the performance of student work (hereinafter: the Contract), as well as all instructions received from the client during the work under the Contract.

#### **Article 10.**

On the basis of membership in the Student Service, members (contractors) do not acquire any rights, nor does the Center assume any obligations arising from the employment relationship.

### **DISCIPLINARY PROCEDURE AND DISCIPLINARY MEASURES**

#### **Article 11.**

A disciplinary measure may be imposed to a member (contractor), as follows:

- a warning before exclusion from the Student Service,
- exclusion from the Student Service (termination of the status of a member (contractor) of the Student Service). The decision to impose a disciplinary measure is made by the director of the Center, at the proposal of the head of the Student Service.

#### **Article 12.**

Disciplinary measure „warning before exclusion from the Student service“ is imposed for such violations of the Contract, this Regulation and other acts of the Center that have no harmful consequences or are of minor importance for the client, and for business cooperation between the client and the Center :

- if the member (contractor) is sent to work for the client, and does not go to work and does not inform the Student service about it;
- if the member (contractor) voluntarily leaves the contracted work before completion without the consent of the client, and does not inform the Student service about it, performs the job poorly or otherwise causes material damage to the client;
- if the member (contractor) behaves inappropriately or performs unscrupulously during the performance of work, and the Student service receives a written complaint from the client;
- and in other justified cases.

#### **Article 13.**

Disciplinary measure „**exclusion from the Student service for the current academic year**“ (termination of the status of a member (contractor) of the Student service) is pronounced to the member (contractor):

- after two pronounced disciplinary measures “warning before exclusion” during one academic year;
- for irresponsible and unscrupulous performance of work, which results in the termination of business cooperation or damages the business reputation of the Center;
- in case of forgery or submission of false documents on the basis of which he becomes a member of the Student service;
- if he misuses the membership card, ie the student ID card ("X-ica"), gives it to another person with the intention of illegally using the services of the Student service, etc.;
- if the member embezzles money or other valuables, or otherwise causes material damage to the client;
- when the member by his actions or conduct commits a misdemeanor or a criminal offense;
- in other cases of serious breaches of the Contract.

#### **Article 14.**

The request for initiating disciplinary proceedings and determining the disciplinary responsibility of the member (contractor) is initiated by the head of the Student service after personal knowledge of the violation, or upon the report of the client or other person, and submits it to the professional service of the Center.

The expert service of the Center determines all relevant facts (statements, evidence, eyewitnesses, etc.), and proposes to the director of the Center to make a decision.

The member (contractor) has the right to appeal the decision on imposing a disciplinary measure to the second-instance body of the Appeals Commission (hereinafter: the Commission) of the Center within 8 days from the day of receipt of the decision.

The Commission has three members and three deputies:

- two student members and two deputies
- one member from among the employees of the Center and his deputy.

At the first meeting, the Commission elects the president and his deputy.

The President of the Commission is elected from among the employees.

The decision of the Commission is delivered to the member (contractor) at the address specified in the appeal.

The decision of the Commission is final, and a dissatisfied party may initiate an administrative dispute against the decision.

## **STUDENT WORK CONTRACT AND MEDIATION OF THE CENTER**

### **Article 15.**

The contract is concluded (signed) by: the member (contractor), the client and the Center.

The member (contractor) is obliged to take over the contract in person from the Center before performing the student work upon presentation of the student ID card ("X-ice") or membership card. The member (contractor) can also download the Contract from the website (Web service) in digital form and sign it and submit it to the client for signature and certification.

The member (contractor) and the client after the performed work on the previously signed Contract sign a statement confirming the final number of hours or days of work. The attested Contract by the client is submitted to the Center on the basis of which the invoice is issued.

### **Article 16.**

Pursuant to Article 12., paragraph 3. of the Law, the Minister for each calendar year adopt a decision about the amount of the minimum fee for performing student work per hour, within 15 days after the Government of the Republic of Croatia issues a decree on the minimum wage.

The Center brings the Price List with the proposal of approximate prices of work services through the Student service at the proposal of the head of the Student service.

### **Article 17.**

Members (contractors) can be informed about the job offer in the following ways:

- in person by coming to the Student Service counters,
- by phone,
- by promotional leaflets and posters located in the premises of the Center where the mediation activity is performed,
- via the Facebook page Student service - Student Center Rijeka.

### **Article 18.**

The Center issues a certificate to the member (contractor) at his request about all mediations he has performed for him, and for the purpose of proof of completed student work and experience gained on them.

The certificate from the previous paragraph can be issued only to the member (performer) personally, and only exceptionally, to another person upon presentation of a written power of attorney authorizing the Student Service member to pick up the certificate on his behalf, and ID cards of the person picking the above certificate.

### **Article 19.**

The Center keeps records of members (contractors), clients, issued contracts and invoices and records of the amount of compensation to members (contractors) in paper and electronic form.

#### **Article 19.a**

The Center adopts the Student service Procedure, which determines the procedures of analysis and processing of the labor market, finding jobs and contacting clients, collecting bids, advertising jobs and informing members (contractors) about them.

The Procedure defines the manner in which the Center collects bids from clients, announces bids and informs members (contractors) about them and more.

### **Article 20.**

The member (contractor) is obliged to comply with all instructions and measures issued by the Center, related to the prevention of the spread of viruses and other infectious diseases and other

extraordinary circumstances during his stay in the premises of the Center where mediation services are provided.

## **FINAL PROVISIONS**

### **Article 21.**

All administrative and professional tasks arising from the application of this Regulation are performed by the Center through the Student service and professional services, and it adopts implementing acts and the Student service Procedure.

### **Article 22.**

Amendments to this Regulation shall be adopted in the same manner and by the same procedure as for its adoption.

### **Article 23.**

On the day this Regulation enters into force, the Regulation on the rights and duties of members of the Student Service of May 17, 2013. ceases to be valid and so does Criteria on the order of priority in the employment of full-time students in the Student Center Rijeka from May 17, 2013.

### **Article 24.**

This Regulation shall enter into force on the eighth day from the day of its publication on the notice board of the Center.

DIRECTOR OF  
THE STUDENT CENTER RIJEKA  
Goran Manestar, mag.oec., m.p.

The professional service of the Center determined on February 19, 2024 consolidated text of the Regulation on the rights and duties of members of the Student service, which includes the Regulation on the rights and duties of members of the Student service from December 24, 2018, the Regulation on I. amendments to the Regulation on the rights and duties of members of the Student service from September 17, 2020, the Regulation on II. amendments to the Regulation on the rights and duties of members of the Student service from February 9, 2024 in which the time of their entry into force is indicated.

Rijeka, February 19, 2024  
Professional service of the Center