02/11/09 RAP/RCha/AL/I(2009)

REVISED EUROPEAN SOCIAL CHARTER

5th National Report on the implementation of
the Revised European Social Charter

submitted by

THE GOVERNMENT OF ALBANIA

(Articles 2, 4, 5, 6, 21, 22, 26, 28 and 29
for the period 01/01/2005 – 31/12/2008)

Report registered by the Secretariat on 2 November 2009

CYCLE 2010

REPORT OF ALBANIA

ON REVISED SOCIAL CHARTER,

ON ARTICLES 2, 4, 5, 6, 21, 22, 26, 28, 29

ARTICLE 2: "The right to just conditions of work"

Paragraph 1 Article 2: Reasonable daily and weekly working hours

The Article 83 of the Labor Code of the Republic of Albania provides that the normal weekly duration of work is 40 hours per week. It is provided in the Decree of the Council of Ministers, in the labor collective agreements and the individual contracts.

In addition, the Article 84 of the Labor Code provides that the Council of Ministers determines a reduction of the weekly working hours in view of eliminating risks in inherently dangerous or unhealthy occupations.

With regard to the additional weekly hours and the maximum working hours, Article 90, paragraph 2 provides that the employee can not be ordered to work beyond 50 working hours per week.

The exceptions and the specific rules for the normal duration of weekly working hours, for inherently dangerous or unhealthy occupations, have been defined in the Decrees of the Council of Ministers as follows:

1.Decree of Council of Ministers no.356, date 25.3.1996 "On the arrangement of the working hours and rest at hotels. Restaurants and enterprises in the field of tourism", provides that:

1. The maximum weekly duration of the working hours at the hotels, restaurants and cafes, is:
a) 51 working hours for the chief and pastry staff;
b) 60 working hours for the service staff;
c) 57 working hours for the rest of the staff.

In the small enterprises (which permanently have no more than 4 people, apart from the employer but including his family members, like blood relatives, spouse, his children or his spouse's children), the maximum additional hours can be extended up to 6 hours per week.
In the seasonal enterprises (which are open only part of the year) the weekly working hours can be extended 6 hours for 8 weeks, but up to twice a year.
The employer has the right to order additional hours which can not be over 20 working hours per month and 120 working hours per year for each employee.
The daily rest of the employees must last at least 9 uninterrupted hours, and includes either the interval between 22.00 and 5.00 or 1.00 and 8.00.
The employees who work before 5.00 or after 1.00, must have a daily rest of 10 uninterrupted hours, which is granted immediately after or before the working hours.
The daily rest preceding the weekly rest for the service staff employees can be reduced to 8 hours. In case of urgent needs of work or unexpected increase of the volume of work, the employer, with the consent of the employee, may reduce the daily rest specified above.
The employees must have a weekly rest at least an uninterrupted 24 hours. This rest will be Sunday at least once per month. The employer has the right to order working at night and on Sundays.

2. In the enterprises in the touristic and border zones, which supply and serve the needs for tourism like for instance the shops, photo shops etc., the working hours can not be extended beyond 22.30.
The night rest has to be 10 hours uninterruptedly. The employer has the right to order working on Sundays and at night.
In this case there is a supplementary pay of 25 per cent for working hours done on Sunday and 50 per cent for night working hours.

3. For the sale staff (salespersons or kiosque assistants), the staff service and the assistants in street shops or other enterprises which serve supplies and tourism needs, the working hours may start at 5.00 and last until 23.00.
This includes the following:
a) kiosques and other services located at train stations or airports;
b) kiosques located at the stations of public transport enterprises, streets and public squares, exhibitions or fairs, as well as in case of national holidays;
c) enterprises which provide services of train stations and airports, as well as those near the enterprises of public transport.
The employer can order working hours at night, but in such cases the night work has to be limited to the following activities:
- sale at kiosques and other selling services, as well as at train stations and airports;
- the exploit of the above mentioned enterprises in paragraph "c";
- making of an inventory.
The duration of the working hours at day must not extend beyond 10 hours and, together with the possible breaks, it has to be within a period of 12 hours.
When the employees proceed from the day shift to the night shift, their daily rest may be reduced to 7 hours once in two weeks, provided that before taking their shift, they have had a long rest, sufficient enough to compensate for the shift working hours and the reduction of the rest time.
The employer has the right to order working hours on Sunday. The employee must have a rest day at least one Sunday in four weeks.

4. In all the above sectors, work should be separated by the breaks at least:
15 minutes, if the working hours last more than 5 and a half hours.
30 minutes if the working hours last more than 9 hours.
The breaks are estimated as working period, in the case when the employee is not allowed to leave the workplace during the break-time.

2.Decree of the Council of Ministers no. 357, date 25.3.1996 "For the arrangement of the working hours and rest hours at the show institutions", which provides as follows:

1.The permanent artistic staff of the theater shows can not start working hours before 9.00. Nor can the working hours extend beyond 24.00.
The employees must have a daily rest at least 10 hours uninterruptedly.
The daily rest can be reduced in rare cases to 9 hours, provided that the week average will not be less than 10 hours.
The employer can order working overtime. The overtime hours must not exceed 220 hours per year for every employee. The employer must compensate the overtime hours with a supplementary pay of 25 per cent or rest hours of equivalent duration.
a) within 10 weeks from the overtime hours;

b) with the consent of the employee for the extension of the annual leave.
The work carried during the day in the limits specified above must be interrupted by rest of 6 hours in total.
A rest at least four uninterrupted hours should always accompany a show. Nevertheless, this rule may be neglected in rare cases, or during shifts or when there are several shows on the same day.
The employer has the right to order working hours on Sunday or at night. Night is considered the time period between 24.00 and 9.00. The working hours on Sunday must be reduced to the shows only.
In rare cases this rule may be overlooked. But this work will be compensated with 24 hours of uninterrupted rest.
In emergencies, the rest days may be distributed through the whole theater season.

2. For the technical and commercial staff of the permanent theaters, the work day can not start before 7.00. Nor can it extend beyond 24.00. The working hours, together with the intermediate breaks, have to be within the period of 15 hours.
The employees must have a night rest at least for 9 uninterrupted hours. This may be reduced to 8 hours, provided that the weekly average is 9 hours.
The employer may order overtime hours, which must not extend the sum of 220 hours per year for each employee. The employer must compensate the overtime hours at the supplementary pay of 25 per cent or rest equivalent to the period of overtime:
a) within 10 weeks from the overtime;
b) with the consent of the employee, through the extension of the annual leave.
The employer has the right to order night working hours or on Sundays. The night working hours mean the time period between 24.00 and 7.00. The employee must have at least 6 Sundays rest per year.

3. In the film companies, the working day can not start before 8.00 and nor can it extend beyond 24.00. The working hours together with the intermediate breaks, will be within a period of 14 hours.

In rare cases, the employees can be held at work until 13.00, in case this is necessary to prepare for the delivery of a film or its presentation in a private environment. A 25 per cent of supplementary pay is given in the said cases. The employer can order working on Sundays too.

The employees must have a weekly rest of 24 uninterrupted hours after the night rest. The weekly rest must be at least 12 Sundays a year.
4.In the circus companies, the maximum weekly duration of working hours is 54 hours for the period between 13th of March and 30th of November and 42 hours for the rest of the year.
The day-work can not start before 5.00, nor can it extend beyond 23.30.
During the period between 15th of March and 30th of November, the employer can order overtime hours, if this is necessary to cope with unexpected amount of work, especially in the circumstances of continuous move.
The overtime hours can not extend 6 hours per week, with the exception of emergencies. They must be compensated with rest for the same period within 8 weeks from the overtime period.

The employer has the right to order working on Sundays or at night (night period is considered the period between 23.00 and 5.00), when this is necessary in case of transports, joining processes.
The employees can not be held at work at night, except for with their consent. In this case they are given a 50 per cent of supplementary pay.
After the night rest, the employees must have a weekly rest, which will be 12 uninterrupted hours for the period between 15th of March and 30th of November, and 36 uninterrupted hours for the rest of the year. This rest should be at least 12 Sundays per year.

5.In the other companies and institutions in the show industry, the maximum duration of weekly hours is 54 hours for the period between 1st of March and 30th of November and 40 hours for the rest of the year. The day-work can not start before 5.00 for the period between 1st of March and 30th of November and not before 6.00 for the rest of the year. Nor can it extend beyond 24.00.
The employer has the right to order working at night (night time is considered the period from 0.00 to 5.00 from 1st of March to 30th of November and from 0.00 to 6.00 for the rest of the year), when this is necessary for transports, joining and disjoining work processes, or in cases of Sundays and holidays. The employers must have the employees' consent for night work. In such cases the employees receive a supplementary pay of 50 per cent. The employees must have a weekly rest following the night rest every week, which will be 12 uninterrupted hours for the period between 1st of March and 30th of November and 36 uninterrupted hours for the rest of the year. This weekly rest must be at least 12 Sundays per year.

6. In all the above fields, the working hours can be interrupted by intervals of breaks:

15 minutes when the working hours are more than 5 and a half hours;
30 minutes when the working hours are more than 7 and a half hours and,
60 minutes when the working hours are more than 9 hours.
The break interval within the working hours period is estimated as working time when the employee is not allowed to leave the workplace during such break intervals.

Decree of the Council of Ministers no. 358, date 25.3.1996 "On the arrangement of work-time and rest for the media"", provides for the following:

1.The employer in the periodical press, photo or news agencies, has the right to order working on Sundays or at night.
If the working hours on Sunday last from morning to afternoon, or last more than 5 hours, the employer must compensate it with 24 uninterrupted hours in the preceding or following week, which should correspond on a weekday.
The sport editors must have a rest day on Sunday every four weeks. There must be at least two rest days on Sundays every four weeks, for the rest of the employees.
2. The working hours at the radio and TV companies must start at 5.30 and can last until 24.00, in case the equipment imposes as such.
The working day, together with the breaks intervals between, should not exceed the period of 14 hours.
The employees must have a night rest at least 10 uninterrupted hours. In rare cases, this may be reduced to 8 hours for particular employees or certain categories of jobs:

a) in case the equipment requires such, provided that such reduction must not be repeated more than two consecutive times and that the average night rest for the whole week must be at least 10 hours per night.
b) the weekly rest of 36 uninterrupted hours may be only once a week.
The employer may demand overtime working hours up to 220 hours a year for each employee. In such cases the employees receive a supplementary pay of 25 per cent. The supplementary pay is not granted when the employees have been compensated within the same year with holidays to the extent of equivalent period.
The employer has the right to order working at night or on Sundays, but not in a periodical way. There is a supplementary pay of 50 per cent for working hours at night and 25 per cent for the work hours on Sundays. The employee must enjoy a rest day on Sunday every three weeks.

3. In all the above sectors, there must be breaks intervals minimally:
15 minutes if the working hours last more than 5 and a half hours
30 minutes if the working hours last more than 7 hours
60 minutes if the working hours last more than 9 hours.
The breaks intervals are estimated as working time if the employee is not allowed to leave the workplace.

Decree of the Council of Ministers no. 359 date 25.03.1996 "On the arrangement of the work-time and rest for the security guards and other employees in similar jobs", which provides as follows:

The security staff includes the night security guards, concierges, and other employees in similar jobs, when their work-time involves in most part, such presence.
The maximum weekly duration of work-time is on average 60 hours for two weeks. It must not exceed 66 hours.
The daily rest must be at least 12 hours on average during the two-week period, and at least 9 hours within the 24-hour period.
The rest can not be separated. The daily rest can be reduced but only with the employee's consent:
a) when the work-time requires such necessity urgently;
b) once a week, but provided the weekly rest is 36 uninterrupted hours.
The employer has the right to order work-time. The maximum duration of overtime hours must be 2 hours per day and 90 hours per year for each employee.
The employer has the right to order, but not in a periodic way, working at night. In such cases there is supplementary pay of 25 per cent.
The security guards who work on Sundays, and as a result exceed the maximum period of the weekly working hours, must have, in the preceding or following weeks, a compensating rest of equivalent period. The weekly rest must include at least 20 Sundays.

Decree of the Council of Ministers no. 360, date 20.5.1996 "On the arrangement of the work-time and rest in the air, route, sea and railway transport companies, as well as the companies involved in maintenance and repair services for the means of transport", which provides as follows:
1.The provisions of this Decree apply to the staff who are responsible for the use and the repair and maintenance of the means of transport. The staff responsible for the use of the means of transport, includes the staff who are in charge of:

a) carrying passengers and selling tickets, receiving, packing, storing and delivering mail packages;
b) building, supervising and maintaining the equipment, installations and the means of transport, referred to in paragraph "a";
c) carrying out second-hand duties relating to the means of transport, such as in restaurant-wagons, airborne service etc.
Within the period of 28 days, the average daily work-time is 7 hours.
In the services including more than 2 hours of just presence at work, the work-time duration can extend by 40 minutes. The daily working hours must in no way last more than 10 hours per shift, nor more than the average of 9 hours for 7 full workdays.
For the companies involved in important traffic period, the daily work-time may exceed by 1 hour for the period of 6 month in a year, provided that it meets the requirement of the average of 7 hours.
In cases when the work-time fixed in the service timetables is exceeded for service needs, any additional work-time is compensated by rest of the same duration.
When the rest compensation is impossible, there is a supplementary pay of 25 per cent. The supplementary pay can not exceed 100 additional hours per year. The shift includes the work-time and the breaks. It can not exceed 12 hours, but in rare case can extend to 13 hours. The employees have the right to a meal break in the middle of the work-time. The meal break is as a rule 1 hour at least. In each shift, the employees are granted 3 breaks of 30 minutes each. The day rest is the interval between to shift turns. The day rest must be as a rule 12 hours on average within a period of 28 days. The working hours between 24.00 and 04.00 are considered night hours.
With the exception of the employees who work only at night hours, and a few rare cases, an employee can not be made to work more than 7 consecutive night time shift, nor 15 nights within the period of 28 days.
The employee enjoys the right of 62 paid days of holidays through the year. The annual leave period must be harmonically distributed along the whole year.
The rest days must extend to 24 uninterrupted hours. The employees enjoy the right of 4 calendar weeks of paid holidays.

2. Concerning the professional drivers of the means of transport, the work-time means the time that the employees are at the disposal of the employer, including the time when he is just present, as well as the short 15-minute breaks.
When the crew consists of more than a driver/user, the work-time also includes the period during which the employee is not driving. This applies to only those who are in charge of driving or using the means of transport:
a) Means for carrying goods with a registered loaded total of more than 3.5 tons;
b) means of transport for carrying people of more than 8 seats not including the driver.

When a driver uses an Albanian registration vehicle abroad, this provision applies unless the international agreements ratified by Albania, do not provide for stronger rules.
This provision does not apply to drivers of vehicles in the following cases:
a) vehicles which circulate at the average speed up to 30 km per hour;
b) vehicles which belong to the police, the fire brigades, the military, the communal services, mail service, radio and television;
c) vehicles which carry passengers for distances less than 50 km;
ç) employees who are employed in emergency or rescue missions;

d) vehicles which belong to the emergency medical aid;
dh) vehicles which carry goods for circuses and fairs;
e) people who specialize in providing technical aid or carry out technical testing;
ë) vehicles which are used for non-commercial transport, for pure private purposes;
f) vehicles for the transport and delivery of milk, used by physical or legal persons.

The maximum duration of the daily work-time for driving must not exceed 9 hours. It can extend to 10 hours two days per week.
The maximum duration of driving work-time must not exceed 90 hours in the period of 2 weeks. The driver of a vehicle employed in the transport of goods must enjoy a weekly rest, after no more than 6 periods of driving work-time. The driver of a vehicle carrying passengers, can enjoy the day rest after no more than 12 driving work-time periods.
The maximum duration of the weekly working hours is 46 hours. When the vehicle is driven by a crew (2 or more driver crew), who take turns at driving along the trip during 3 days of week at least, the work-time can reach 53 hours. The maximum duration of the weekly working hours may be exceeded by 5 additional hours. 5 more additional hours of work-time per week, can be acceptable in cases when the company has to temporarily cope with an unusually intensive activity.
Nevertheless the overtime working hours can not exceed 208 hours per year. The overtime hours must be compensated with a supplementary pay of 25 per cent or rest period of the same duration. The compensation must be given in the 3 months' time.
After driving for a period of 4 and a half hours, the driver must rest for at least 45 minutes. This rest period can be distributed into breaks of 15 minutes each along the driving period.
After driving for a period of 5 and a half hours, the employee has to have a break for at least an uninterrupted period of 1 hour.
For each 24-hour period, a driver must have a day rest of 11 uninterrupted hours. This rest period may be reduced to 9 hours 3 times a week, provided that a compensating rest is given before the following week. For each 30-day period, during which two drivers take shifts in driving a vehicle, each of the drivers must have a rest period of 8 uninterrupted hours each.
Each week, the drivers must have a rest period of 45 uninterrupted hours, including the day rest. This rest period may be reduced to 36 hours if granted at the driver's place or the vehicle's place, or to 24 hours if granted at another place.

In these cases there is a compensating rest no later than the third week following the working period. In view of complying with the road traffic rules and reaching an appropriate stop, the driver may not comply with the provision regarding the driving time and the rest, as long as it relates to the safety of the passengers, the vehicle and the goods being transported.

3. In the car services involved in the repair of the vehicles, agricultural machinery and vehicles, the employer has the right to order working until 22.00 in summer, when it is necessary to repair vehicles and agricultural machinery. The night rest must be at least 9 hours.

4. The day rest for the office staff at airports must be at least 10 uninterrupted hours. For certain employees or categories of jobs, the day rest may be reduced to 8 uninterrupted hours in rare cases:

a) in cases to anticipate or to settle chaotic situations at airports;
b) once a week, provided that the employees have a week rest of 36 uninterrupted hours.
The employer may demand overtime hours in emergencies, when there is an unusual increase of work volume, to anticipate or settle problematic or troubled situations.
Only in rare cases the overtime hours can exceed 12 hours per week. Overtime hours must be compensated no later than the 6 months' time with a rest period of the same duration or supplementary pay of 25 per cent.
The employer has the right to order working on Sundays or for 6 successive nights, when this is necessary to anticipate or settle troubled situations at airports. In these cases there is a supplementary pay of 25 per cent.
The employer must have the weekly rest days on 20 Sundays each year, to include the interval from 0.00 to 24.00.
Work-time period must be interrupted for breaks at least:
- 15 minutes for working period of 5 and a half hours;
- 30 minutes for working period of 7 hours, and
- 60 minutes for working period of 9 hours.
The breaks are estimated as work-time when the employee can not leave the workplace during the breaks.

Decree of the Council of Ministers no.429, date 20.3.1996 "On the Arrangement of the work-time and rest in the health system", amended by the Decree of the Council of Ministers no. 114, date 31.3.2002, provides as follows:

1. In the health system, the maximum duration of working hours is 48 hours.
2. The day rest lasts 12 uninterrupted hours, including the interval between 22.00 and 6.00. The staff working before 6.00 or after 22.00, must have at least 12 uninterrupted hours of rest. For the doctors on duty or at the medical emergency, there will be special regulations issued by the Ministry of Health and the Ministry of the Environment

3. The day working time in the health system is from 0.00 to 24.00. There are: the first shift from 6.00 to 14.00, second shift from 14.00 to 22.00 and the third shift from 22.00 from 22.00 to 6.00.

4. The working hours from 19.00 to 22.00 will be paid as provided in the Article 81 of the Law no.7961, date 2.7.1995 "The Labor Code of the Republic of Albania".

5. The weekly rest is a day of the week as agreed with the employer. This weekly rest must be a Sunday every four weeks.

6. The working hours on Sunday or on public holidays are compensated as provided in the Article 87 of the Law no.7961, date 2.7.1995 "The Labor Code of the Republic of Albania"

7. For the overtime hours which have not been compensated by rest, the employee receives the supplementary pay as provided in the Article 91 of the Law no.7961, date 2.7.1995 "The Labor Code of the Republic of Albania".

8. The Ministry of Health and the Ministry of the Environment Protection issue the necessary regulations pursuant to this Decree.

Decree of the Council of Ministers no. 430, date 20.03.1996 "On the arrangement of the work-time and rest in the bakeries, the enterprises and companies involved in the supply of foods that do not last" provides as follows:

1. In the pastry, candy and bakeries, the maximum weekly duration of the working hours is 50 hours. If the working hours on Sunday last from morning to afternoon or exceeds 3 hours, the employer must compensate it the following week with a rest no less than 24 hours from the workdays.

2. In the butcher's shops, the maximum weekly duration is 50 working hours. In winter, the employer has the right to order the start of work at 5.00.

3. In the milk processing shops, work-time can not start before 3.00. Nor can it last after 24.00.
The employer can order the employees to work on Sunday, if this is necessary to prevent the rot damage.
In particular, the employer has the right to order working on Sunday, for the following:

a) delivery of the milk and dairy products;
b) transport of the milk from milk processing centers and railway stations to the retail shops;
c) collection of milk and its filtering;
d) milk processing until 13.00 at maximum;
e) milk and dairy retail shops.
The work-time on Sunday must be reduced to the most necessary jobs.

4. At the greengrocer's, the maximum weekly duration of working hours can be extended no more than 6 hours, provided that it does not exceed the average annual duration.
The employer has the right to order the start of work at 4.00 and its closure no later than at 22.00. In certain cases and only during the period April – October, the employer has the right to order working at night.
The employer has also the right to temporarily order working on Sundays, when this becomes necessary to prevent rot damage.

5. In all the above sectors, the work-time should be interrupted by breaks as follows:
a) 15 minutes if the work-time exceeds 5 and a half hours;
b) 30 minutes if the work-time exceeds 7 hours, and
c) 60 minutes if the work-time exceeds 9 hours.
The breaks are estimated as work-time, in case the employee is not allowed to leave the workplace.

Decree of the Council of Ministers no. 431, date 25.3. 1996 "On the arrangement of the work-time and rest in the enterprises of tinned food, gardening, forests and prairies" which provides as follows:

1. In the enterprises of tinned foods, the day work-time for the period from 15th of May to the end of October can not start earlier than 5.00 and can not extend after 22.00. For the rest of the year, the day work-time can not start before 6.00 and extend after 20.00.
The overtime period can not extend 2 hours per day and 220 hours per year for each employee. These limits can be extended if this becomes necessary to prevent the rot damage.
The employer has the right to order working at night but with the employees' consent and only if this becomes necessary to prevent rot damage. In these cases there is a supplementary pay of 50 per cent.
The duration of work-time at night can not extend 8 hours for each employee and it must be included within the period of 12 hours.

2. In the distilleries, the maximum weekly working hours is 72 hours during the 8 weeks of the harvesting and 50 hours for the rest of the year.
The overtime period can not exceed 2 hours for each employee, with the exception of the cases, or during the 8 weeks of the harvesting period, provided that the overtime maximum does not exceed 120 hours per year. Exceptions to this rule demand a special approval by the State Labor Inspectoriate. The employees must have a day rest of 10 uninterrupted hours. During the harvesting period, the employer has the right too order working at night and on Sundays. The employees must have at least a Sunday as rest day in 4 weeks.

3. In the gardening enterprises, the maximum weekly hours is 51 hours. It can extend to maximally 4 hours in a period of 16 weeks per year, provided that the weekly average through the year remains 51 hours.
The employer has the right to order working on Sundays, when this becomes necessary to prevent the tree damage. In these cases there is a supplementary pay of 50 per cent. The work on Sundays can be ordered for protection purposes too. This must be reduced to the most necessary jobs. An employee can not be ordered the above more than once in a 4-week period, with very rare exceptions. The employee must have a Sunday as day rest in 3 weeks.

4. In the forest and prairies enterprises, the employer has the right to order working at night. In these cases there is a supplementary pay of 25 per cent.

5. In all the above sectors, the work-time must be interrupted for breaks as follows:
a) 15 minutes if the work-time exceeds 5 and a half hours;
b) 30 minutes if the work-time exceeds 7 hours, and
c) 60 minutes if the work-time exceeds 9 hours.
The breaks are estimated as work-time, in case the employee is not allowed to leave the workplace.

Paragraph 2 Article 2. Pay for public Holidays.

The payment for public holidays is provided in the individual contracts and the collective agreements. These are clearly provided for in the Labor Code, Article 86, amended by the law no. 8085 date 13.3.1996 and the law no. 9125, date 29.07.2003, which provides:

1)Working on public holidays is not allowed as general rule

2) The employee enjoys the right to payment for the public holidays. When the public holiday occurs on a weekly rest, Monday becomes the weekly rest.

3) The exceptions for working on public holidays are determined by the Decree of the Council of Ministers or in the collective agreement. Besides, the Article 96 of the Labor Code, paragraph 1 provides that:
"In the case of marriage or death of the spouse, his or her direct predecessor or descendants, the employee enjoys the right to 5 days of paid leave." This is provided for in the collective agreement or the individual contracts.
The inspections carried out during 2008, showed that 68.8% of the employees enjoy this right.
The Albanian legislation provides that the collective agreement must have provisions that the employee can work on the public holidays, only with the latter's consent. The Albanian legislation has clear provisions that, in any case, the priority goes in favor of the rest. The work done on the weekly rest or public holiday is compensated for by a supplementary pay of no les than 25 per cent, or the rest given for a period equivalent to the work-time done plus a supplementary period of 25 per cent, which is granted in the preceding or following week. This implies that if the employee A has agreed to work on the public holiday and his day pay is 300 Albanian Leks, he will be rewarded as follows: 300 Albanian Leks for the public holiday + 300 Leks for the work done and the 25 per cent of the 300-Lek pay as a bonus.
Whereas a B employee, who has not agreed to work on the public holiday, will be paid only 300 Leks.
The same provision goes for the compensation with the rest period.

Paragraph 3 Article 2. Pay for the annual leave

The pay for the annual leave is provided for in the individual contracts and the collective agreements.
The State Labor Inspectoriate supervises the compliance with this provision of the European Social Charter, but there is no statistical data regarding this issue. The object of inspection is the provisions in the contract. The contract is considered valid when it provides for the annual leave.

Regarding the demand presented by the Committee not to replace the annual leave with financial compensation and not to give employees the opportunity to give up their annual leave, we emphasize that it is a decision which should be taken in political level. It is planned to intervene during 2010 to the Labour Code in order to have a specific regulation on this issues.

Regarding the demand presented by the Committee to ensure the provision with information on the nature of the postponement of annual leave, we clarify that such postponement has been made only in particular cases which are linked with the achievement of the priority objectives of work and always in agreement with the employee.

Article 92 of the Labor Code, paragraph 1 provides that :

”The duration of the paid annual leave is provided in the collective agreement or the individual contract.”
Paragraph 2 provides that: ”The duration of the annual leave is no less than 4 calendar weeks within the following year”.
All the collective agreements or the individual contracts between the parties provide for 4 calendar weeks of annual leave.
The inspections carried out by the labor inspectors during 2008, show that 68.8 per cent of the employees in the private enterprises inspected by the State Labor Inspectoriate, enjoy this right.
With regard to the duration of the work-time and rest in the public institutions of the Republic of Albania, the Decree no..511, date 24.10.2002 of the Council of Ministers, ”On the rest and work-time duration in the public institutions”, provides that:

Work-time

1. The weekly working hours are 40 hours for the public employees, the employees in the central public administration as well as other state institutions.

2. The day-work is from 8.00 to 13.00 and from 14.30 to 18.00. On Friday it is from 8.00 to 14.00

3. In view of the monthly salary, the month has an average of 174 working hours.

4. In rare cases and for grounded reasons, the day work-time can be changed by order of the Prime Minister, but only for a period of 3 months.

5. The employee can be demanded by his or her immediate superior and with the approval of the head of the institution, to work overtime. The work-time hours are paid with a supplementary pay of the additional amount of 25 per cent. Whereas, the work-time on holidays and in the period 22.00 – 6.00, is paid with a supplementary pay of the additional amount of 50 per cent. Instead of the supplementary pay, the employee has the right to ask compensation with rest period, equal to the overtime duration plus 25 per cent if this is on the weekdays, and the overtime duration plus 50 per cent when this is on holiday or in the period 22.00-6.00. The head of the institution has to grant the said rest in 2 months’ time from the overtime work.

Holidays:

1. Saturday and Sunday are weekly rest days.

2. The annual leave is 4 calendar weeks. The annual leave is determined by the head of the institution, as requested by the civil employees, also ensuring that it does not damage the work. The employees have the right to request separated periods, provided that they are no shorter than 6 successive days. In cases when the annual leave is not done within the calendar year, this must be completed in the first 3 months’ time of the following year.

3. In cases when the employee has not taken the annual leave as provided, he or she has the right to get compensation in pay.

4. The paid annual leave when the civil employee has been employed for less than a calendar year, is determined on the basis of the employment period that far.

5. The paid annual leave given to an employee in another job, is considered as annual leave when the employee has moved to the new job.

6. At the termination of the employment, the employee who has not taken the annual leave, receives that as a pay.

7. The pay for the annual leave is the one at the moment of taking the annual leave.

8. In case the employee is sick during the period of annual leave and this is certified by the medical report, the employee notifies the immediate superior and the personnel department for the extension of the annual leave with the period of sick leave.

9. The civil employee has the right to paid leave in the following cases:

a.	Marriage of the civil employee	5 days;
b.	Marriage of his or her children	3 days;
c.	Birth of child for father employee	3 days;
ç.	Death of parents, grandparents, spouse, children, brothers, sisters	5 days;
d.	Moving houses	2 days;
dh.	Grave illness of children, parents, spouse as certified by medical report	5 days;
e.	Preparation and defense of post-graduate titles	10 days.

10. The civil employees, in special cases, have the right to ask leave without pay for reasons related to health, personal issues, children,, spouse, parents. The duration of such leave is determined by the head of the institution, on the proposal of the immediate superior. The maximum duration of all leaves without pay is no longer than 30 days within the calendar year.

The Albanian legislation provides that the employees can not refuse the annual leave in favor of the pay. An employee can receive the pay instead of the annual leave, when this is provided in the agreement between the parties, also approved by the labor inspector. The annual leave can not be replaced by the compensatory pay. It is an option in special cases related to work necessities.

The rules for the postponement to a later period are determined in agreement between the parties, the employer and the employee, but, in no way can it be extended later than the first three months of the following year.

Paragraph 4

The elimination of the hazards inherent in the working environment.

Article 84 of the Labor Code "Hazard jobs***"*** provides that:

"The Council of Ministers determines the reduced weekly duration of work-time for working environment with inherent hazards to the health";

Article 90 of the Labor Code, ***"Maximum overtime hours"*** paragraph 3, provides that " The Council of Ministers determines specific rules for overtime work in working environment with inherent hazards to the health". Further, Article 100 of the Labor Code, ***"Hazardous jobs", paragraph 2***, provides that "The hazardous jobs and the specific rules for the duration of work-time and the conditions of such work, are determined by the Decree no. 409 date 22.04.2009, of the Council of Ministers "Some amendments to the Decree no. 207 date 9.05.2002, of the Council of Ministers "Provisions for hazardous jobs", paragraph, which provides that: "The employers and the employees, in their agreements as parties concerning the hazardous jobs as provided for by the list of the Council of Ministers, determine that the maximum weekly working hours must not exceed 48 hours, also including overtime work."

This decision has been drafted pursuant to the political program of the Council of Ministers and the liabilities from the Agreement of Stabilization and Association EU – Albania. Article 97 of the Agreement of Stabilization and Association EU – Albania, provides for the responsibility and liabilities for the adaptation of the Albanian legislation in compliance with the EU one, namely with regard to issues related to health and safety at work. Pursuant to this liability, the National Action Plan for the Implementation of the ASA EU – Albania, provides for this draft decree as part of the legal framework concerning the safety and health at work.
The decree provides for the maximum duration of weekly work-time and the overtime for hazardous jobs. The arrangements of the weekly duration of work-time are to be determined by the agreement between the parties, i.e. the collective agreement or the individual contract.

The above provision has taken into consideration the rule determined in this view, in the Article 6 of the Directive no. .2003/88EEC "On certain aspects of the arrangement of the work-time". The said Directive has been identified by us as the referring *acquis communitaire,* to be realized through the draft law on the safety and health at work, which has been planned to pass in 2009.

This year was approuved the Decision of Council of Minister "On some additions to the DCMinisters no. 384, dated 20.05.1996 "On protection of minors at work".

This decision has been prepared based on the political program of Council of Ministers as well as on the obligations resulting from the Stabilization Association Agreement between EU and Albania. Article 77 of the Agreement defines the obligation of association of Albanian legislation with that of EU among which is also the issue of security and health at work. Based on this obligation, the National Action Plan of the SAA between EU and Albania, foresees this draft activity as a legislative measure at the area of security and health at work.

Definition of rule for periodic health check of minors is made taking into account the EU directive no. 94/33EEC, identified as the EC reference instrument to make such an amendment.

The directive provides the necessary autonomy to states in regard to normative acts for transformations in the internal legislation. This directive respects and reflects by rule of its articles the principles of the International Labor Organization for the minor's protection at work and that of Chart no. 38 of 1973 "On the minimal age of admition to work".

The directive no. 89/391EEC dated 12.6.1989 "On application of measures to improve security and health of employees at work", by article 15 requests that specific groups should be protected against risks in specific ways. We should clarify that the draft decision does not aim at full compliance with EC acts, aim to be accomplished by draft law on security and health at work, to be approved within 2009.

Baring in mind that minors are the more exposed subjects to a certain risk category at work, we consider that for this purpose there is a need for normative specific acts aiming their protection.

Decision of Council of Ministers no. 384, dated 20.05.1996 (amended) foresees that prior employment of minors, the employee has the obligation to verify the working conditions and evaluate specifically:

a) Equipment and working station;
b) Nature, grade and time of exposure to physical, biological and chemical agents;
c) Work process planning and its organizational development;
d) Situation on formation and information of minors;
e) Free and periodical health status of minors.

The decision meanwhile foresees specifically the rules to be followed for the periodic health check of minors. As per the draft the minor employees below 18 years, should present to the enterprise physician prior to start employment the legal medical certificate where their working abilities are described.

The decision foresees that the periodic health check be made:
a) Every 12 working months for minor employees under 18 years employed in easy jobs;
b) Every 6 working months for the minor employees under 18 years employed in hazard jobs, defined by the hazard jobs list.

The decision foresees that for the carrying out of periodic health check the employer is obliged to cover him the expenses and guarantee the maintenance of confidentiality of data in relation to the employee's health status.

Paragraph 5.Weekly rest.

The weekly rest is provided for in the Article 85 of the Labor Code, which determines that:
1) The weekly rest is no less than 36 hours, to include 24 uninterrupted hours.
2) The weekly rest includes Sunday.
3) The weekly rest is not paid.
4) The exceptions are provided for in the Decree of the Council of Ministers, and specified in the following Decrees of the Council of Ministers (described in details in the answers of the first paragraph of this Article):
1. Decree of the Council of Ministers no. 356, date 25.3.1996 "On the arrangement of the work-time and rest at hotels, restaurants and the enterprises related to supply for tourism needs";
2. Decree of the Council of Ministers no. 357, date 25.3.1996 "On the arrangement and rest in the show companies";
3. Decree of the Council of Ministers no. 358, date 25.3.1996 "On the arrangement and rest in the media";
4. Decree of the Council of Ministers no. 359, date 25.03.1996 "On the arrangement and rest for the security guards and other employees in similar jobs";

5. Decree of the Council of Ministers no. 360, date 20.5.1996 "On the arrangement and rest in the enterprises of route, railway, sea and air transport, and the enterprises which supply maintenance and repair services for the means of transport";
6. Decree of the Council of Ministers no. 429, date 20.3.1996 "On the arrangement and rest in the health system", amended by the Decree of the Council of Ministers no. 114, date 31.3.2002;
7. Decree of the Council of Ministers no. 430, date 20.03.1996 "On the arrangement and rest in the enterprises of bread and food supply".
8. Decree of the Council of Ministers no. 431, date 25.3. 1996 "On the arrangement and rest in the enterprises related to tinned food, gardening, forestry and".

As a general rule, the weekly rest must not be compensated. The weekly rest is no less than 36 hours, to include a 24 uninterrupted hours period. It includes Sunday and it is not paid.
The statistical data from the State Labor Inspectoriate, 68.8 per cent of the employees in the private companies inspected by the State Labor Inspectoriate enjoy the provisions of paragraph 2, 3 and 5 of the Article 2 of the European Social Charter, and have made individual employment contracts in compliance with the obligatory provisions of the Labor Code, which also include the above paragraphs of the European Social Charter.
In the framework of meeting the obligations from the European Social Charter, there are such provisions in the Labor Code and the Decrees of the Council of Ministers, issued pursuant to the provisions of the Labor Code.
The document which formalizes the establishment of the employment relationships (the individual employment contract), has included in its content since years ago, all the obligations from the Labor Code in the following Articles:

- no. 21 Contract form
- no. 79 Rest
- no. 80 Night work-time
- no. 81 Supplementary pay
- no. 85 Weekly rest
- no. 86 Public holidays
- no. 87 Work on Sundays and public holidays

With regard to the supervision of the compliance with the above provisions through the Labor Inspection,, including the provisions of the revised European Social Charter, in the questionnaire with about 140 questions (Basic Inspection Form) used for the purpose, the part relating to the Labor Relations and the Duration of Work-time and Rest, has about 14 questions to evaluate the content of the contract (the model form).

Paragraph 6 Article 2. Information on the employment contract.
The employment contracts are described in Chapter V of the Labor Code "The establishment of the individual employment relationship".

The Article 12 of the Labor Code, the employment contract is an agreement between the employer and the employee, which regulates the labor relations, with the rights and obligations of the parties. Through the employment contract, the employee undertakes to offer his labor and services for a certain period of time, in the framework of the organization and the orders from another person, called employer, who undertakes to pay a reward.

Article 13 of the Labor Code provides for the group contract, which is the one:

1) When the employer makes an agreement with a group of employees as a whole, this covers each member of the group.
2) Any agreements providing that the employee undertakes to use as employer the services of a third person, is considered not valid.

Article 21 of the Labor Code provides that:
When the employment contract is made orally, the employer is obliged to make the written document, signed by him and the employee within 30 days. It includes the elements provided in the paragraph 3 of this Article, which provides that the written contract must include in particular**:**

- The identity of the parties;
- The workplace
- The job description
- The date of the start of work
- The duration of time period covered by the contract
- The duration of the paid holidays
- The notice for the early termination of the contract
- The elements constituting the pay and its date
- The normal weekly working hours
- The employment contract includes the mention and reference to the current collective agreement.

Statistical data on the contracts, their early termination and the causes, the procedures and the subjects they cover.

The inspections carried out in 2008 showed that 28 per cent of the employees turned out to be without individual employment contracts. 131 employees have submitted complaints to the State Labor Inspectoriate for the early termination of their contracts on no grounded reasons by their employers. The inspection carried out by the labor inspectors have showed violations of the procedures provided for in the Labor Code for the early termination of the employment contracts by the employers in 98 per cent of the cases.
Besides the chapter XIV of the Labor Code has provisions for the termination of the employment agreement.
"Duration of employment", namely:

Article 140 (amended by the Law no. 9125, date 29.7.2003), provides that:

1) The employment contract is made:
a. for an indefinite period of time;
b. for a definite period of time.

2) As a rule, the employment contract is made for an indefinite period of time. The contract for a definite period of time must be justified on grounded reasons, related to the temporary nature of the job. When the duration of the employment period is not determined by the parties at the moment of the contract, it is considered as a contract of indefinite period of time.

Article 141, the Contract of indefinite period of time. With regard to the termination of the contract, this Article provides that:

The contract of indefinite period of time can be terminated or broken when it is terminated by one of the parties and the notice has expired

Article 142, Probation Period, provides that:

1) The probation period is considered the first 3 months of employment, with the exception of the cases when the parties have made a contract for the same job.
2) The probation period can be reduced or avoided by a written agreement or collective agreement.
3) During the probation period, each of the parties may decide to terminate the contract provided that there is a 5 day notice.

Article 143 (amended by Law no. 9125, date 29.7.2003) Notice after probation period, provides that:

1) After the probation period, in view of the termination of the contract, the parties must comply with a 1-month notice during the first year of employment, a 2-month notice for a period of 2-5 years of employment, and a 3-month notice for employment period of over 5 years.
2) The provisions for the above mentioned notices may be changed in the written or the collective employment agreements. When the employer has had a period of up to 6 months of employment, the notice can not be less than 2 weeks. When the employment period is over 6 months, the notice can not be less than a month.

3) The notice for the early termination of the contract can be extended, depending on the case, to the end of the week or the end of the month. The same rules apply when the notice is suspended for the period of sick leave period, maternity leave or the leave granted by the employer as provided in the legislation.

4) When one of the parties decides for the early termination without complying with the notice provision, the termination is considered to be of immediate effect.

Article 144 (Amended by the Law no. 8085, date 13.3.1996) (Amended by the Law Law no. 9125, date 29.7.2003), The procedure of the termination of the employment contract by the employer, provides that:

1) After the probation period, when the employer decides to terminate the employment contract, he must give a 72-hour written notice for an appointment.
2) During the talk, the employer presents the reasons for the early termination of employment and gives the employee a chance to expression.
3) The early termination is notified in writing, in 48 hours' time to a week's time from the appointment.
4) This procedure is applied even in the cases of the immediate termination of the employment contract.
5) The employer who does not comply with the procedure as provided in the law, has to give the employee a compensation of 2-month pay, which adds to the other possible

compensations. The termination of the contract when it is not in compliance with the said provisions, remains valid.
5/1. The responsibility to demonstrate that the procedure as provided in this Article has been complied with, lies with the employer.
6) This provision has no effect in the case of collective redundancy procedures.

The termination of the contract for no reasonable causes, Article 146 (Amended by the Law no. 8085, date 13.3.1996) (Amended by the Law no. 9125, date 29.7.2003) provides that:
(1) The termination of the contract by the employer will be considered of no reasonable causes, when:
a) The employee has claims that result from the contract of employment;
b) The employee has fulfilled a legal obligation;
c) It is done for motives that are connected with the personality of the employee, having inherent relation with labor relations. Such motives are considered to be the following: race, color, sex, age, civil status, family obligations, pregnancy, religious and political beliefs, nationality, and social status.
d) It is done for motives that are connected with the employee's exercise of a constitutional right, which however does not lead to the violation of the obligations resulting from the contract of employment;
e) It is done for motives that are connected with the employee's being or not a member of Trade Unions created as provided by law, or because of his/her participation in Trade Union activities as provided by law;
f. paragraph revoked;
g. paragraph revoked;

2) If the contract is terminated for no reasonable cause, then the employee will have the right to sue the employer at the court within 180 days, starting from the day on which the notice deadline has expired. In the case where the abusive motive has been discovered after the expiration of this deadline, the employee should start legal actions within 30 days, starting from the day on which this motive has been discovered.

3) The termination of the contract for unreasonable causes shall be invalid. The employer who has terminated the contract for unreasonable causes is obliged to pay the employee a damage that may amount up to the wage of one year, which is added to the wage he/she must receive during the notice deadline. As concerns the employers of the Public Administration, where there is an irrevocable court decision on returning to the same workplace, the employer is obliged to execute this decision.

The termination of the contract at an appropriate time. Article 147 (Amended by the Law no. .9125, date 29.7.2003), provides that:

1) The employer may not terminate the contract in the case where, according to the legislation in force, the employee is completing his/her military service, benefits payment related to temporary disability to work from the employer or Social Insurance for a period not longer than one year, as well as in the case where the employee is on vacations or leave given to him/her by the employer.

2) When the termination of the contract takes place before the employee becomes subject to military service, or to temporary disability to work, or to vacations given by

the employer and the notice deadline has not expired yet, such a deadline shall be suspended with respect to the period of his/her completion of the military service, of the temporary disability to work, or of vacations given by the employer, and it shall restart after the ending of this period.

Statistical data from the State Labor Inspectoriate for the number of the employees with individual contracts and collective agreements:
During 2007, there were 8905 legal subjects inspected, with 111 792 employees. The findings showed that 29 732 employees had collective agreements and 74 808 employees had individual employment contracts.
During 2008, there were 10 420 legal subjects inspected, with 101 306 employees, of whom, 29 856 employees had collective agreements, 69 788 had individual employment contracts.
During the first half of 2009, there were 5 386 legal subjects inspected, with 59 634 employees, of whom: 8806 employees had collective agreements, 47602 had individual employment contracts.
To ensure that the employees are notified in writing as soon as possible, and in all cases no later than two months from the start of their employment, of the essential aspects of the contract and the employment relationship.

The above paragraph is provided in the paragraph 4, Article 21 of the Labor Code: "*When the contract of employment is concluded orally, the employer, within 30 days, starting on the day of the concluding of the contract, is obliged to compile the written relevant document bearing his/her signature and that of the employee, which particularly contains the elements as provided in point (3) of this article. Failing to compile this document in writing shall not affect the validity of the contract, but it only makes the employee responsible as defined by Article 202, point 2, of this Code".*

Statistical data on the contracts, their termination and the causes to that, the procedures and the subjects covered:

In the inspections carried out in 2008, it turned out that 28 per cent of the employees had no individual employment contracts, 0.4 per cent of the legal subjects were fined for violations of employment contracts (contract termination, employment duration, salary elements, job description, annual leave etc.) or 23.5 per cent of the fines. 131 employees have submitted complaints to the State Labor Inspectoriate for termination of employments contracts by their employers on no reasonable causes. The inspection carried after for these complaints, found out violations of the procedures provided in the Labor Code for the termination of the contracts by the employers in 98 per cent of the cases.

Paragraph 7 . Night work.
The Article 80 of the Labor Code provides as follows:

1) By "night work" is meant the work carried out from 22 o'clock until 6 o'clock in the morning.
2) The duration of night work and of the work carried out one day before or after it must not be longer than 8 hours without interruption. They must be preceded or followed by an immediate daily break.

Article 81 of the Labor Code provides as follows concerning the supplementary pay for night work:
1) Every working hour taking place from 19 o'clock until 22 o'clock entitles the employee to a supplementary pay added to the salary, which is not lower than 20 per cent of the salary.
2) Every working hour taking place during the interval between 22 o'clock and 6 o'clock in the morning entitles the employee to a supplementary pay added to the salary, which is not lower than 50 per cent of the pay.

There are no specific legal provisions for the medical check of the employees involved in night work, but, they are entitled to routine checks as provided in the **Decree of the Council of Ministers no. 742, date 6.11.2003 paragraphs: 2/1,2/2 and 2/4 as well as in the Articles of the Labor Code, Article 40, paragraph 2 and Article 103, which provide the following:**

Decree no. 742, date 6.11.2003 of the Council of Ministers:

"2/1.The employer ensures the medical check through the company doctor, in all the business companies, public or private ones, home or foreign ones, legal or physical subjects.
2/2. The company doctors must have been licensed by the Ministry of Health, pursuant to the Decree no. 500, date 23.11.1992 of the Council of Ministers "On the licensing for the pursuit of profession in the field of medical services, as private activity" amended.
2/3. The company doctors are employed by the company and are immediate inferiors of the employer. The employer acquaints the medical doctor with the duties of health services in the company and demands their implementation, pursuant to the labor legislation. The relationship between the medical doctor and the employer are provided for in the employment contract of the parties in question, pursuant to the legislation.

Article 40 of the Labor Code provides that:

2) When there are special hazards at work, the employer must provide for medical checks in view of recruiting staff and in the course of employment, in a periodical way, which expenses are covered by the employer.

Article 103 of the Labor Code provides for the Medical Check:
1) The juveniles under 18 years of age must be employed only when they are recognized as capable of working after a complete medical check.
2) For certain jobs, the Council of Ministers will decide that even the adults up to 21 years of age should become subject to medical check.
3) The Council of Ministers sets special rules for the procedures of the medical check.
4) The employer is obliged to cover all the expenses related to the medical examination of his/her employees.

The State Labor Inspectoriate supervises the night work. Here follow some statistical data:
There were 56 inspections carried in 2007, for the work after 22.00.
There were 43 inspections in 2008 for the work after 22.00.
In the first half of 2009, there were 21 inspections carried out to supervise work done after 22.00.
During its inspections, the State Labor Inspectoriate supervised the implementation and the compliance with the collective agreements and the individual employment contracts regarding the work-time. The State Labor Inspectoriate, through its inspectors, fined 72 subjects, 11 of which were for non-compliance with he work-time provisions.

Article 4

Paragraph 1.Decent pay.
The Articles 110 and 111 provide for the concept of decent pay: *The amount of the pay, Article* ***110 (Amended by Law no. .8085, date 13.03.1996)***
1) The employer pays the employee the wage in accordance with the provisions of the collective contract or the individual contract, or if this is not the case, the employer is obliged to pay basic wage for that particular kind of job.
2) The wage may be calculated on the basis of time, in accordance with the performed job (unit-related wage, duty-related wage, or commission-related wage); the wage may also be calculated in the function of the enterprise accomplishments (sharing the profit or income turnover).
3) The payment for the job, which is not based on the time criteria, must be calculated in such a way that enables the employee of average skills, who works normally, to benefit the at least the same wage as that of the employee who is paid on the basis of time and carries out the same job.

Minimum wage,

Article 111 of the Labor Code

1) The wage may not be lower than the nominal wage fixed by the Decision of the Council of Ministers.

2) The minimum wage will be fixed on the basis of:
a - the economic factors, the needs of the economic development and the decrease of unemployment, and the increase of production;
b - the needs of the employees and their families, taking into consideration the general level of living of the employees in the country, the income benefited from social insurance and the living standards of different social groups.

3) The Council of Ministers may fix a lower minimum wage to facilitate the entering of young people in the labor market.

The national average pay in 2006 according to the INSTAT (The Institute of Statistics) was 28.842 Albanian Leks, whereas the minimal wage was 14.000 Albanian Leks. The ratio between them was 48 per cent, compared to 44 per cent in 2005. In 2007, it remained at the same level of 48 per cent, due to the fact that the

Government decided for the pay-rise of both, the minimum wages as well the pay in general. The highest rise was in the field of education and health, for two reasons mainly; first because, despite the difficulty at the work done, the salaries were low, and, by deciding to raise the pay, the Government aimed at fighting the corruption. The weight they take up in the budget system of salaries, caused the increase of the national average pay, which, in 2007, was 33.750 Albanian Leks. On the other hand, despite the good will and the commitment of the Government to increase the minimum pay, this was impossible because of the resistance maintained by the employers' organizations, who claim the risk of damage to the businesses - the *facons,* Despite the general rise of the pay all through the country, as compared to the previous years, the ratio between the minimum wage and the average wage, remained at the same level of 48 per cent. Nowadays, the minimum wage in Albania is at 18.000 Albanian Leks, which has been settled in agreements between the trade union organizations and the employers, in view of meeting of the liabilities regarding the Article 4 of the European Social Charter, so as to reach the ratio of 60 per cent between the national minimum wage and the national average one.

With regard to the weight of the various supplements to the minimal wage, we can offer some information about the public employees, for, the private sector (despite applying the decreed increases of wage) does not have to report this information. The public employees at the lowest wage, (which is a the level of the minimal wage), receive the supplements in question, and, on average, they make 50 per cent of the minimal wage.

The most significant supplements are:
The one for the years of work experience, at 1 per cent for each year of work experience. For the employees at the minimal wage, it makes on average 14 per cent of their wage.
The one for the hazards to the working environment, given for certain categories of jobs. It is 10-60 per cent. The Department of Public Health determines the supplement to each job. The average is about 14 per cent.
The supplement for the special nature of the job, given to certain employees of special structures. It is on average 3 per cent.
The supplement for the night shift which is 25 per cent more than the normal pay. It is on average 7 per cent.
The supplement for overtime work, which is 25 per cent for normal weekdays and 50 per cent on public holidays. For all the public employees it is on average 8 per cent.

The net minimal wage, how it is estimated and calculated. From the gross minimal wage, the social and health security is subtracted, which is 11.2 per cent on the gross wage and the income tax of 10 per cent. For the public employees at the minimal wage and those at a wage up to 30 000 Albanian Leks per month, the income tax is onto the part of the wage after 10.000 Leks have been subtracted. For the employee at 18.000 Leks per month, the income tax of 10 per cent is applied on the amount of 8.000 Leks, that is only 800 Leks. After these calculations, the net minimal wage is 15.184 Leks per month.

The official minimal wage
The increases in percentage of the official minimum wage

Paga minimale zyrtare

(në lekë / in lek)

	2004	2005	2006	2007	2008
Paga minimale zyrtare	10,080	11,800	14,000	14,000	17,000
Ndryshimi në përqindje i pagës minimale zyrtare		17.06	18.64	0	21.42

Burimi i informacionit: Të dhëna administrative (INSTAT)

Paragraph 2 Article 4. The supplementary pay for overtime work, is provided for in the Article 91 of the Labor Code:

1) For the overtime work that has not been compensated with leave, the employer must pay the employee the normal salary and an extra payment no less than 25 per cent of the salary, unless otherwise defined by the collective contract.
2) In agreement with the employee, the employer may compensate the extra hours of work with a rest, which is at least 25 per cent longer than the former and corresponds to the duration of the overtime work and is given within 2 months, starting from the day of the carrying out of the job, unless otherwise defined by the collective contract.
3) The overtime work done during weekly rest or on the official public holidays are compensated with a rest or payment, which are at least 50 per cent higher than the overtime work done or the normal salary respectively, unless otherwise defined by the collective contract. This compensation includes the compensations included in the preceding paragraphs as well.

In 2008, the State Labor Inspectoriate carried out a number of inspections, which resulted in 0.17 per cent of the subjects fined for the violation of the provision for the amount of the weekly working hours and the supplementary pay for overtime work.

Paragraph 3 Article 4. Prohibition against discrimination in pay between men and women.

This provision is in the Labor Code, Article 9, paragraph 1 and 2:

1) Any kind of discrimination in the field of employment or profession is prohibited.

2) With discrimination is meant any differentiation, exclusion or preference based on race, color of skin, sex, age, religion, political beliefs, nationality, social origin, family relation, physical or mental disability, threatening the individual right to be equal in terms of employment and treatment. Differentiation, exclusion or preferences required concerning a particular job, are not considered to be discriminating. The special protection measures in favor of the employees, which are provided for by this Code or the Decision of the Council of Ministers or collective contracts, are not considered to be discriminating.

This provision is in the Law no. 9970 date 24.07.2008, "On the sex equity in the society" Article 21, paragraph ç, which provides that:

"The women and men employees have the right, without discrimination due to sex differentiation ç) to have equal wage for work at equal value, including the allowances, for equal treatment for work at equal value, and equal treatment and estimation of the work done, with regard to the evaluation of the quality of work. The State Labor Inspectoriate is responsible for the supervision of the compliance with the law.

Paragraph 4

The right to the reasonable notice for the termination of employment

Pursuant to the Article 141 of the Labor Code, "the contract of indefinite period of work, is terminated when one of the parties decides its termination and the notice has expired". This means that the contract is considered terminated, if one of the parties has decided its termination and the notice given has expired. The Article 143 of the Labor code provides that: : The notice after the probation period (*amended by Law no. r.9125, date 29.07.2003)*
1) After the probation period, to terminate the contract of undefined duration, the parties must respect a notice of one month during the first year of work; of two months for two up to five years of work; of three months for employment period of more than five years of work.
2) These time limits may be changed by virtue of a written agreement or of a collective agreement. The notice may not be shorter than 2 weeks, when the employee has been working for a period of up to 6 months. The notice is not less than one month, for employment period longer six months.
3) The deadline notice to terminate the contract shall be extended, depending on the case, until the end of the week or of the month. The same rule shall be applied, if the deadline notice is suspended during the period of disability to work, of pregnancy, or of the holidays given by the employer.
4) When one of the parties terminates the contract without respecting the deadline notice, then the termination will be considered as a termination of contract with immediate effect.

After the probation period, the parties, in view of the termination of the contract, must comply with the notice provision of 2 weeks – when the employment period is up to six months, a notice of a month, when the employment period is more than six months, a notice of 2 months when the employment period is 2-5 years, and a 3 month notice for employment period more than 5 years. Depending on the time context, the notice can be extended to the end of the week or the end of the month. For instance, if it is Thursday or the 28th date. The notice is suspended during the period of sick-leave, the maternity leave or the leave granted by the employer. This provision is not complied with if there are different provisions in the individual employment contract. The notice of two weeks to a month can not be altered, whereas the rest can be negotiated.

Regarding the clarifications required by the Committee on the meaning of articles 141 and 143/4 of the Labour Code, as well as on their implementation in practice, we clarify that Article 141 stipulates the cases when the contract of work for an indefinite

period of time is considered as terminated: it refers to the case when the timeframe for the notification has expired upon termination by one of the parties. Article 143 speaks about the timeframes of notification for the termination of the contract after the period of probation. This article, after establishing the timeframes of notification in accordance with the seniority at work and after giving to the parties the right change such timeframes upon written agreement (it is implicitly understood that the timeframes of notification cannot be lower than what the law foresees), determines that, if one of the parties terminates the work contract ignoring the respect of the required notification timeframes, the termination of the work contract shall be considered same as the termination of contract with immediate effect and shall be subject to the same provision.

The Article 143, paragraph 4 of the labor Code provides that, "When one of the parties terminates the contract without complying with the notice, then the termination will be considered as a termination of contract with immediate effect." In case the reasons to justify the termination of the contract with immediate effect relate to the non-compliance with the provisions of the contract by one of the parties, it has to fully compensate for the damage caused to the other party as a consequence of the non-compliance with the notice provision". The Court, in case the employee has violated the contract liabilities, decides that the employer does not have to pay the compensation provided for in the Article 144, paragraph 5 of the Labor Code:: 5) "The employer failing to respect the procedure provided for by this Article, shall be obliged to pay the employee a damage compensation equal to a salary of two months, which is added to other possible damage compensations. The termination of the contract contrary to this provision shall remain invalid.". The termination of the contract despite the failure to comply with the said provision, remains valid. Article 145, paragraph 1 provides that:

1) The employee will benefit the work experience related wage supplement, if the employer terminates the contract, and the labor relations have lasted not less than three years. The employee will lose the right to the work experience, wage-related-supplement, if his/her dismissal from work is of immediate effect and based on reasonable causes..
In the cases when the termination of the contract with immediate effect is on no reasonable causes, the Article 155 of the Labor Code provides that:

2) The employee enjoys the right to the wage that he/she would have gained if the labor relations had expired at the end of the notice deadline defined by law or contract or with the expiry of the contract of defined duration.
3) The employer may subtract from the wage the income that the employee has saved as a result of work interruption, the income from another job, or the income that he/she has deliberately given up.
4) In the cases of the immediate and unjustified termination of the contract of employment by the employer, the court, after having assessed all the circumstances, will decide to oblige the employer to pay the employee damages that equal to not more than the wage of a working year. As concerns the employees of the Public Administration, when there is an irrevocable decision on returning to the previous workplace, the employer is obliged to execute this decision.
In the case of successive employment contracts of definite period of no less than 3 years, the lack of the renewal of the last employment contract by the employer is

considered as termination of the employment contract of indefinite period, that is, the above mentioned provisions of notice will be complied with.

The Article 151 paragraph 2 of the Labor Code, provides that the employment contracts covering 3 to 5 years, can be terminated by the employer after 3 years of employment. In this case there is a 2-month notice and it extends to the end of the second month. When the contract covers more than 5 years, it can be terminated by the employer after 5 years. In this case the notice is three months and extends to the end of the third month.
If the work contract has been concluded for more than three years and up to five years, the employer may also terminate it after three years by respecting a two months timeframe of notification which is extendable until the end of the second month. While, when the contract is valid for more than five years, the employer may also terminate it after five years and in this case, this provision refers to a three months timeframe of notification which is extendable until the end of the third month. In our daily practice, work contracts are usually signed for periods of time from one to two years.

If the work contract has been concluded for more than three years and up to five years, the employer may also terminate it after three years by respecting a two months timeframe of notification which is extendable until the end of the second month. While, when the contract is valid for more than five years, the employer may also terminate it after five years and in this case, this provision refers to a three months timeframe of notification which is extendable until the end of the third month. In our daily practice, work contracts are usually signed for periods of time from one to two years.

If the contract terminates before the completion of the three years, the provisions to be applied shall be those which govern the case of indefinite contracts.

The Article 144 of the Labor Code provides for the procedure for the termination of the employment contract by the employer, aiming at the protection of the employees' rights. But, it is also the responsibility of the employee to comply with the employment contract provisions and give a notice to the employer if he or she has decided to terminate the collective employment agreement. The labor relation statistics in Albania show no cases of the early termination of the collective employment agreement. The last reported case was several years ago, when the employer of Reifeissen Bank, who took over the Bank of Albania, demanded the termination of the collective agreement with the Independent Trade Union of the Employees of Bank, Trade and Food Industry. In this case, the mediators of the Labor Ministry mediated and explained to the employer the provision of the Article 138 of the Labor Code, that :

1) In the case of the take-over of enterprise or a part of it, the rights and obligations stemming from that, on the basis of the employment contract which remains valid until the moment of take over, will pass on to the take-over person, who is subject to the transferring of these rights. The employee, even when refusing to change the employer, remains tied to the new employer until the termination of the legal notice deadline.

2) As concerns the obligations stemming from the employment contract, the person who takes over the rights, will be held liable to the person who acquires these rights until the termination of the contractual notice deadline or of the deadline defined by a collective contract.

3) Dismissal from his/her job of the employee by the employer due to the take-over of the enterprise, shall be invalid. Excluded shall be the dismissals that take place due to economic, technical or structural reasons, which require the change of the employment plan. In this case, the dismissals must comply with the provisions as set in Chapter XIV.

Despite the mediation, the employer decided for the termination of the employment agreement due to the obvious change of the number of Trade Union members. The case was taken to the Court and we do not have any further information about the case, but, to this date, no other collective agreement has been deposited with the employer Reifessen Bank.

Article 14 of the labour Code provides for the cases of part time employees. Paragraph 2 of this article establishes that part time employees enjoy the same rights as the full time employees, in due proportion. This implies also the right for the respect of notification timeframes in the case their employment is terminated.

ARTICLE 5

The right to organization

The right to organization is provided in the Labor Code, Article 176 and 181.

Professional Organizations, Article 176 (Amended by the Law no .8085, date 13.03.1996)
(Amended by the Law no.9125, date 29.07.2003).

1) Trade Unions and the Organizations of Employers are professional organizations. The professional organizations of employees and of employers are independent social organizations that are created as volunteering unions of employees or of employers, of which the goal is to represent and protect the economic, professional and social rights and interests of their members.
2) The organizations of the employees and of the employers have the right to create federations, confederations and join them. The federation is created as a result of the voluntary unification of two or more professional organizations. The confederation is created as a result of the voluntary unification of two or more federations. Any organization, federation or confederation has the right to join international organizations of employees or of employers.
3) As the meaning of this provision suggests, the retired and the unemployed may join the organizations of the employees.

Trade Union Freedoms, Article 181*(Amended by the Law no. .9125, date 29.07.2003).*

1) The Trade Union organization freely organizes the administration and activity; it freely drafts its program.

2) Any Trade Union organization must carry out its activity in compliance with the legislation in force.

3) The discrimination of the Trade Union representatives is prohibited.

4) The termination by the employer of the contract of employment of representatives of the organization of the employees without the consent of this organization shall be invalid, except for the cases where the employee violates the law, the collective contract of employment, the individual contract of employment, or if the employer proves that the termination of the contract is absolutely indispensable for the economic activity of the enterprise.

5) The change of the conditions of the contract of employment of the representatives of the organization of employees may be made only with the consent of the employee and of this organization. The employer may not change the workplace of the representatives of the organization of employees, even if this change is provided for by the contract of employment, without the consent of the employee and of this organization, except for the cases where the change is absolutely indispensable for the economic activity of the enterprise.

6) If the representatives of the organization of employees, acting on national scale, during their mandate, work and get paid by these organizations, their contracts of employment with the employer shall be suspended. At the end of the mandate, suspension ceases to exist and the contract of employment shall renter into force. From this moment on, the parties shall enjoy all the rights and obligations, which stem from the contract of employment.

(7) The employer must create all the necessary conditions and facilities for the elected representatives of the organizations of employees to normally exercise their functions, which are defined in the collective contract of employment. To serve this purpose, the employer must:

a) allow them entry into work environments;

b) allow the distribution of notices, of brochures, of publications, and of other documents, which belong to the organization of employees;

c) give them the required time to participate in the activities of these organizations inside and outside the country;

d) allow them entry into work environments and provide facilities for them to collect the membership fees of the organization, as well as to hold meetings.

With regard to the establishment of the trade unions and the employers' unions, the Article 202 of the Labor Code provides for the sanctions to the violations identified, in case of direct or indirect discrimination to the employees.

Experience has shown that there have been sporadic cases of violations, particularly in the foreign enterprise. (the following example with Bechtel Enka and Doniana). The cases have been settled through understanding and the mediation/reconciliation procedures. A few cases have been taken to the court too. The trade union freedom and rights have sometimes been the issue of the mediation/reconciliation procedures

at regional and central level. In certain cases, the parties have been successful to settle it through mediation/reconciliation, and, several others have been taken to the court. Namely:

At the request of the Trade Union Federation of the Employees of the Industries in Albania, there took place the mediation/reconciliation procedures between the Distribution System Operator and the Trade Union Federation of the Employees of the Industries in Albania, concerning the dismissal from work of two trade union leaders. The procedure turned out successful and the proposal of the Nation Reconciliation Office for the return to employment for the two employees, trade union leaders, Ms. Anila Toçila and Mr. Misir Kumuria, returned to work. The Trade Union organization did have claims regarding the dismissal of other trade union leaders, 7 in total, but there have been no requests for mediation/reconciliation procedures. According to the Trade Union leaders, these cases have been taken to the court. There is no further notice of the case.

At the request of the Independent Trade Union of Transport of Albania, there took place the mediation procedures between this organization and the representative of Bechtel Enka, concerning the right to professional organization, against discrimination and against the dismissal of the trade union leaders. The procedure ended successfully with the return to work of the trade union leaders.

At the request of the trade union representatives in the enterprises, there have been such procedures in some shoe factories, such as “Doniana” in Tirane and “Naber” in Durrës. The employed demanded the recognition of their trade union organization, its right to organization and to the negotiations for the collective agreement. This demand was followed by their dismissal. After the mediation procedures, the trade union activists of the “Doniana” shoe factory returned to work and the employer started the negotiations for the collective agreement. Whereas the mediation in the other shoe factory was unsuccessful. We have no further information whether the employees took the case to the court.

The Independent Trade Union of Energy Industry of Albania requested the mediation for the return to work of some trade union activists at the Thermo-Power Plant in Fier. This was rejected by the employer, who argued that the dismissal was not related to their membership and activity of the trade union organization, but to the redundancies for the restructuring on the eve of the enterprise privatization. The enterprise kept a certain category of specialists and technicians, while the two claimed trade union leaders had professional qualifications which did not fit with the ones required for further work.

In addition there have been cases of mediation and assistance for the settlement of problems related to the discrimination due to membership in the trade union organization, such as in Iliria Elektrik, The Salt Enterprise in Vlorë, the water-supply enterprise in Tiranë –to the best of our knowledge, these cases have been taken to the court, but we have no further information of the verdict.

Regarding the actual existence of the agreements in the case of the close-down of the enterprise, we would like to point out that:

Pursuant to the labor legislation, in the case of the enterprise close-down, all the enterprises in which there are binding collective agreements, there must be collective redundancies negotiations. Besides, notice must be sent to the Ministry of Labor.

Actually, here follow the data for 2009

Nr	Enterprise	field	No. of employees in total	No. of employees made redundant	First notice	Final notice	Comments
1	Kurum Sh.a	metallurgy		300		yes	
2	Simmons Drilling (Overseas) Limited		230	78		yes	
	Simmons Drilling (Overseas) Limited		152	100		yes	
	Refraktare sh.a	Brick factory		60		yes	
	Fufarma sh.a.	Medical products	26	12	25.05.2009	yes	
	Diekat Ndërtim&Konstruksion		97	50	28.05.2009	yes	
	Albtelecom	Tele-communication	2227	558	14.08.2009	yes	
	Port Authority Durrës					yes	
	Daniel Creation Sh.p.k	facon	95	95		yes	

As concerns the most represented employers' and employees' organization within the National Labor Council:

The National Labor Council has a 3-year mandate. It is at the moment of re-composition. In the last meeting of the National Labor Council, there was discussion over a report on the representability of the employers' and employees' organizations, with figures all over the country. On the basis of such data, there will be the proposals for the new composition of the National Labor Council. The most represented employees' organizations in the period 2006-2009, are: The Union of the Independent Trade Unions of Albania – BSPSH, with 4 members and 4 candidates; the Confederate of the Trade Unions of Albania - KSSH with 4 members and 4 candidates; the Trade Union Federation of the Bank, Trade and Food Industry with 1 member and 1 candidate, The Union of Trade Union of Albania with 1 member and 1 candidate. On the other side, the most represented employers' organizations are: The Council of the Employers' Organizations of Albania, the Confederation KOP, the

Association of Builders, the Union of Business Organizations of Albania and the Union of the Investors and Industrialists of Albania

The Articles 82 and 83 of the Law no. 9749 date 4.6.2007 "On the State Police", provide that the employees in the police do not have the right to strike. This law provides that the trade union in the police is just one organization. This provision contradicts the ILO Convention "On the Trade Union freedoms and rights".

The inspections carried out in 2008 showed that 29.4 per cent of the employees, or 29.900 employees, employed in 998 enterprises, have been organized in trade union organizations.

Article 6

The right to collective negotiations

Consultations in common: The basic criteria for the representation have been defined in the Decree no. 730, date 06.11.2003, of the Council of Ministers, based on the proposal of the social partners. Pursuant to this decree, the Department of Labor Relations, to anticipate the re-composition of the new National Labor Council, has delivered to the social partners, statistical data of their representation all over the country, where they have the collective agreements in place. The Department of the Labor Relations has been assisted by ILO with regard to the method of the selection of the criteria.

In view of explaining the data and the facts, on the basis of which the statistical data have served as an official source to check and verify the claims from the partners, from the trade union organizations in particular, with regard to the representation, as provided in the Decree no.730, date 06.11.2003, of the Council of Ministers, it is necessary first to see into the labor relations statistical data in Albania.

The Department of Labor Relations in the Ministry of Labor, Social Affairs and Equal Opportunities collects the data from the local and regional offices, about the total number of the collective agreements (agreements at enterprise level), the total number of the employees covered by the agreements, which is confirmed through the collective employment agreements deposited at the said offices, as specified in the Article 167 of the Labor Code, which provides as follows:

1) The employer must deposit the original copy of the collective contract at the Ministry of Labor within 5 days, starting from the date of the conclusion of this contract between the parties.
2) The deposition of the contract provided by Paragraph (1) of this Article will not condition the validity of the contract.

The Employers' and the Trade Union organizations as parties of the collective agreements offer information about the labor disputes in certain regions of the country and their settlement, as well as information about the representability of the employers' and the trade union organizations at regional level.

Relying on the said data, the Department of the Labor Relations compiles a generalized table of statistical data, also including the data collected from the social partnership relations at professional sector level, or first level agreements, which are deposited at this Department. The establishment of this official source of information, parallel to that of the employers' and trade union organizations, aims at the reliability of the data.

The Decree of the Council of Ministers provides for the following criteria of representability of the trade union organizations: membership, number of collective agreements concluded all over the country, number of employees covered by the collective agreements, number of professional sectors covered by the trade union organizations, the geographical distribution, their involvement and commitment in the settlement of the labor disputes, participation in the international organizations. Out of these, the said Department can collect data about the following:

- number of collective agreements concluded all over the country, for each trade union organization, claiming a seat at the National Labor Council;
- number of employees covered by the collective agreements;
- number of professional sectors covered by the trade union organizations;
- the geographical distribution;
- their involvement and commitment in the settlement of the labor disputes.

One of the criteria mentioned is the membership, for which there is no other alternative source of information, we have to rely on the internal sources of the trade union organizations themselves.
On the other hand, the verification of the criteria of the representability for the trade union organizations, becomes even more difficult, because, despite the fact that the regional offices have been equipped with the statistical data forms in view of establishing the representability data at regional level, and even trained to do the job, the said forms are often returned blank due to the lack of the data about the trade union organizations, which are active in their area. As a result, they have to rely on the self-assertions from the trade unions themselves.

Concerning the 2008 data, the Chairman of the National Labor Council addressed a request to the social partners members of the National Labor Council to discuss a variety of issues of interest to the parties, such as ones related to education, vocational training, social insurance proposed by the employees' organizations, as well as the "facon" issue proposed by the employers' organizations. This is going to develop further in the future.

There is no three-party agreement signed among parties – this is expected to be done during 2010.

Besides the National Labor Council, there are also the three-party Consultative Council at the Ministry of Economy, involved in consultations regarding the policies on business and the three-party Council of Education and Vocational training co-governed by both, the Ministry Labor and the Ministry of Education.

As concerns the reforming of the National Labor Council, it is early yet, which is also due to the representability of the partners.

It should be pointed out that the employees' and the employers' organizations have the legal right and the opportunities to two-party consultations between the employees' and the employers' organizations. All the negotiations for the collective agreements are between the two parties and, the state structures intervene only when so requested by the parties in question. In addition, the negotiations at local and regional level, is the right to the parties. For instance, in the period 2006-2007, the parties deposited at the Ministry of Labor agreements signed between BSPSH and KOPSH, as well as between USPSH and KOPSH. The agreement brings the parties together to cooperate in common areas of activity. This initiative did not proceed further in the years 2008 e 2009.

ARTICLE 21

The right of employees to information and consultation

As provided in the Article 159 of the Labor Code and the Articles 21,26 of the Law no. 9634, date 30.10.2006, "On Labor Inspection and the State Labor Inspectoriate", the collective agreements contains provisions on the employment conditions, the negotiations and the signing of the agreements, the content and termination of the agreements, the vocational training, as well as the relations between the contracting parties and the right to information about the labor legislation (to be provided by the employer and the State Labor Institute)

The collective contracting at country level in the public sector is 85 per cent, while in the private sector is 14 per cent.
In the private sector there are in total 24570 employees covered by the collective agreements compared with 15534 employees in the first half of 2008, and 11195 in the first 3 months of 2007.

In all cases, these employees are covered and entitled to the right to information and consultation.

The Article 159 of the Labor Code of the Republic of Albania provides for the fundamental principles of the collective agreement:

1) The collective contract contains the provisions governing the conditions of employment, the entering into contracts, the content and concluding of individual

contracts of employment, the vocational training as well as the relations between the contracting parties.

2) The collective contract may contain provisions that place the employers and the employees in compulsory relations established by the parties through a collective agreement towards the juridical persons.

3) The collective contract may not contain provisions that are less favorable for the employees than those of the laws and sub-legal acts in force, with the exception of the cases expressly defined by law.

After the collective agreement has been signed by the parties, it takes legal effect and becomes obligatory to abide with. In this regard, the provisions relating to the responsibilities of the parties for information and consultation, is an obligatory provision. Many of the collective agreements, like those signed by the parties in Albtelekom, oil industry etc., contain the provisions for the right to information about the work environment.

It should be pointed out that not all the collective agreements at professional sector level, contain the said provisions of the right to information and consultation, with the details on the procedures of information-consultation, the intervals of information, the number and the nature of the agreements signed, etc.

The collective agreements usually provide that: "the employer has the liability to inform in writing, the representatives of the employees regarding the economic results and the possible changes" as submitted in the preceding report. The collective agreements do not specify the intervals and the frequency of the right to information.

ARTICLE 22
The right participation in view of the improvement of the working conditions and environment

One of the goals in the field of the safety and health at work, for the year 2009-2010 is the following:

I- The National Strategy for the safety and health at work. This Strategy has been approved by the Decree no. 500, date 6.5.2009 of the Council of Ministers "On some amendments to the Decree no.751, date 7.11.2007, of the Council of Ministers, "On the Approval of the Sectorial Employment Strategy and the Action Plan for its Implementation". Article 1, paragraph a) of the said Decree states" "Chapter 6 of "The Document of the policies on safety and health at work" with the text attached hitherto, is added to the chapter on the sectorial employment Strategy. The Document of policies on the safety and health at work, has been prepared in view of the commitments in the Government program, and the liabilities and the responsibilities stemming from the Stabilization-Association Agreement EU- Albania and the National Plan for the SAA Implementation.

The main goal of this document is that "*The issue of the safety and health at work must be considered as fundamental pillar of the civil society.* "

The purpose of this document is the establishment of a clear route for the future development of the services related to the safety and health at work. It aims at having not only the State Labor Inspectoriate, but also the participation of other institutions as well as the public opinion, in view of achieving safer and healthier jobs.

The documents provides for the improvement of the inspection system through: i) the improvement of the legal framework and its approach to the "acquis communautaire"; ii) the establishment of a modern system of the service of the labor inspection all over the country; iii) the development of partnership with the social partners; iv) the development of the information and communication system with the enterprises; v) the establishment of the culture of the anticipation and the prevention of hazards at work.
In the frame of and further to this policy document, there is agenda for a draft law on safety and health at work"

II – The drafting of the law "Safety and health at work" is another medium-term goal, in compliance with the requirements of the Commission in terms of safety and health at work, the principles related to the anticipation and prevention of work hazards and the protection of the employees. This draft law has been prepared and sent for consultation to other ministries. Upon receiving the comments, the draft law will be submitted again to reconfirm the attitude provided in it. It is planned to be submitted to the Council of Ministers as soon as possible.

This draft law has been prepared in view of approaching our legislation to that of the EU and the tasks set to the Albanian Government in the framework of the Stabilization and Association Agreement, in compliance with the Articles 3 and 22 of the European Social Charter (revised), "The right to safe and healthy work conditions", as an important instrument, which has been ratified by the Republic of Albania too.

The draft law that is in place, contains provisions from the "acquis communautaires" in the realm of safety and health at work, the recent EU recommendations, particularly the frame Directive of the European Commission (89/391/EEC) "On the Measures to encourage the improvement of safety and health at work", it fulfills the commitment to the International Labor Organization through the ratification of the Convention no. 155 on the Safety and Health of the employees and the work environment. It also includes the positive experience of the legislation of several European countries like Macedonia, Romania, Spain, etc.

The Labor Code of the Republic of Albania, Chapter VII – Safety and protection of health – defines the liabilities of the employers and the employees with regard to the safety and hygiene at work, concerning the hazards from work, but nevertheless do not guarantee the necessary protection.

The draft law intends to set the measures to guarantee the safety and health at work, for the employees and the supervisors of the employees, so as to maintain a proper level of protection of the health of the employees against the work hazards, through the establishment of measures which are coherent and efficient enough to prevent work hazards.

Considering the right of the employees in the working environment to the protection of their health and their integrity, the law provides the liabilities in this respect, which, guarantee such right in the working environment.

The law applies for the employees who have a labor relationship in the proper sense of the term, as well as for the civil staff in labor relationship of administrative nature.

The evaluation of the hazards to arise at the very start of the business activity, and the preventive measures appropriated to the nature of the work hazards, the continuous check of the efficiency of the measures, are the focus of the new conception for the prevention of the work hazards as provided in this draft law.

Chapter II The employers' liabilities : This part of the draft law provides for the liabilities of the employers in view of the protection of the employees in all aspects related to the safety and health at work, and provides for the measures to be taken as follows:

a) the prevention of hazards and accidents and professional diseases
b) the preparation of the document for the risk evaluation and prevention;
c) the professional awareness and qualification of the employees and their representatives;
d) provision for individual and collective protection
e) the security at the workplace and the necessary means for the purpose;

The employer implements the above measures, considering the general principles of prevention.
In addition, this chapter provides for the establishment of the protection and prevention services, such as the Council for Health and Security. The said structures will serve the implementation of the preventive measures and the balanced participation of the employees in the compilation of the document for the risk evaluation and prevention. The above is clearly provided in the articles related to the consultation with the employees "The employer allows the employees and their representatives to take part in discussions of the issues related to the safety and health at work, pursuant to the Article 10 of this law and the sub-laws issued pursuant to this law.

The Article 13 "The Consultation with the employees", of the draft law "Safety and Health at work" provides that the employer has to consult with the employees and their representatives, regarding the following:

a) the measures needed to be taken relating to safety and health at work
b) the appointment of person or legal person, responsible for the information of the employees.

The composition and the rules for the organization and the activity of the Council for Safety and Health at Work are provided for by the Council of Ministers.

Chapter III – Employees' liabilities. This chapter of the draft law provides for the sum of the rights and liabilities relating to or stemming from the fundamental right of

the employees to protection, by specifically determining the measures to be taken in emergencies or grave situations or close hazards, namely:
- by properly handling the machineries, equipment, tools, dangerous substances, protective tools and equipment available to them;
- immediate notification to the employer or the employee in charge of matters related to security and health at work, and the employees' representative, of any situations that they believe and evaluate relates to risk to security and health, as well as of any noticed or signaled defect to the protection system;
- by cooperating with the employee charged with the duties relating to safety and health at work and the representative of the employees.
The collective agreements deposited at the labor relations institutions and structures, (85 per cent of the employees in the public sector and 14 per cent of the employees in the private sector) have provisions for the definition and the improvement of the work conditions. The deposited agreements provide that, with regard to the work conditions, there apply the provisions of the Labor Code (VIII), Article 54 as follows:

1) When the employee continuously or discontinuously, works in a sitting position at his/her workplace, he/she must be provided with a chair appropriate to perform his/her job.
2) If carrying out of the job requires standing up or stooping for a long time, the employee must enjoy the right to paid and short breaks lasting not less than 20 minutes every 4 continuous working hours.
3) Pregnant women must be subject to breaks every 3 hours.

It can be seen that the provisions for the participation of the employees in the definition and improvement of the work conditions are general and confirm the purpose of Article 22 of the European Social Charter, but they need to be actualized and specified in details, so as to provide for implementation.

As concerns the right of the employees to the contribution for the establishment of the social-cultural services, it should be stated that their share is small in the collective agreements. There is mention only of the activities organized by the trade union organizations financed by the employer, which are in most part excursions or touristic trips organized by the employees' organization.

Regarding the comment presented by the Committee on the failure to respect the collective agreements in practice, especially on the case mentioned above, we clarify that there have been similar cases, especially in the sector of oil industry, which have been solved through mediation.

Regarding the statement of the Committee on the right of employees to participate in the organisation of social and cultural services as well as other facilities in the workplace, we clarify that the contracts of work both in the public sector such as: education, health, etc and in some large companies in sector such as: power industry, oil industry, telecommunications, etc, contain provisions where the parties commit themselves towards the organisation and development of social and cultural activities.

Regarding the comment done by the Committee on the involvement of the arbitral / intermediation courts, we clarify that such structures are not in place in Albania yet. We are trying to create specified section for the arbitral intermediation, to the first

scale of courts, but this decision will be take with the proposal of the Minister of Justice and approuvement of the President of Albania.

ARTICLE 26

The right to dignity at work

The Article 32 of the Labor Code provides for the right to dignity at work, namely:

Paragraph 1" The employer respects and protects the employee's personality while dealing with him/her within the framework of work relations."
Paragraph 2 " He/she must prevent any attitude that threatens the employee's dignity..
Paragraph 3 " The employer is forbidden to carry out any action of sexual harassment against the employee and prohibits the commitment of such actions by the other employees.
By sexual harassment is meant any nuisance that considerably harms the psychological state of the employee because of sex..

In addition, the law no. 9970, date 24.7.2008,"On the sex Equity in the society", the fourth chapter, namely Article 18 of the Law, "The employer's liabilities regarding the protection of the employee from discrimination, sexual harassment", provides that:

1. Any discrimination, sexual harassment or nuisances at the workplace, by the employer and/or the employee, is prohibited.
2. In view of protecting the employees against discrimination, sexual harassment and nuisances, the employer is responsible for:
a) taking preventive measures and determining rules (sanctions) in the regulations, against sexual harassment and nuisances to the employees as provided in this law;
b) taking the proper administrative measures to put an end to the said situation and to prevent the discrimination or sexual harassment and nuisances, and applying the disciplinary sanctions, in case of taking notice, indirectly or by complaints from an employee, about discrimination or sexual harassment and nuisances, caused by another employee, and evaluates the groundedness of the matter;
c) informing all the employees of the protection against discrimination and sexual harassment and nuisances at workplace;
3. The employer includes ,in the collective agreement, the rules to prevent discrimination for reasons related to sex, as well as the way for the settlement of the complaints made by the employees in such cases.
4. Any individual or collective agreements which violate the provisions of this law, are void.
5. The provisions of this law apply to the self-employed as well as the employees in domestic situations.

In addition, the Article 21 of this Law "The rights of the employees to the principles of sex equity", provides that "Women or men employees have the right without any discrimination for reasons related to sex, to the following:

a) to choose freely the profession and the job, the professional and vocational training and continuous qualification, skill-learning, promotion and stable job;

b) to have equal chances of employment, including the same employment and recruitment criteria;

c) to be informed by the employer of the vacant jobs and their rights to equal chances in labor relations;

ç) to have equal pay for work of equal value, including the allowances and remuneration, for equal treatment at work for work of equal value as well as evaluation of the quality of work;

d) to have social security, particularly relating to pension, redundancy or temporary incapability of work;

dh) to enjoy health and work security protection, including the fertility function;

e) not to suffer discrimination or get redundant for causes relating to marriage, or the women for pregnancy and maternity, and to have the right to the guarantee of the job;

ë) to have the right to benefit compensations for the children in charge;

f) to have the assistance and support of the system of various social services, which allow the parent employees to harmonize the professional and family responsibilities;

g) to be informed in writing by the employer, after requesting such, of the nature and scope of the training, work experience and other qualifications benefited by the other sex employees, who was recruited, selected or promoted to a vacant job.;

gj) to join in the trade union organizations or other professional organization.

The Article 33 of the Labor Code provides that: "The employer, in the frame of the labor relations, must not collect information concerning the employee, except for the cases where such information relates to professional skills of the employees, or it becomes necessary for the contract to be executed."

There has been no change of these provisions to date. There have been no complaints or reports from the employees or their representatives for breaches to these provisions The inspections carried out by the State Labor Inspectoriate in 2008 showed that, in the private sector, about 46 per cent of employees are women. Classified after the professional sectors, it is as follows:

74% of the employees in the companies involved in production are women

38 % of the employees in trade, hotels, bars and restaurants, are women

12% of the employees in the construction sector are women (in the activities and jobs that have higher risks and difficulties, the number of women decreases)

As concerns the Law no. 9970 date 27/4/08 " On the sex equity in the society", we inform that the State Labor Inspectoriate has not received any reports of sexual harassment at work, or discrimination in pay for the work of the same value.

There is little mention of such issues in the collective agreements. The latter refer to the Article 32 of the Labor Code, regarding the protection of the personality of the employees by the employer, but there are no specifications for the sexual harassment at work.

Article 32 of the Labour Code on the "Protection of personality" emphasizes that the employer respects and protects the personality of the employee in the relations of

work. Also, it is considered an obligation of the employer towards the employee, the prevention of any attitude which touches the dignity of the employee.

The collective work contracts, in our practice up-to-date, contain all the elements foreseen in the law on the rights and obligations of the parties in those contracts. Under this point of view, they establish the protection of the dignity of the employee as an obligation of the employer.

The employer is forbidden to engage in any action which constitutes sexual harassment against the employee and forbids the carrying out of such actions by other employees. The Labour Code qualifies the sexual harassment at workplace as an administrative contravention and the person who commits such contravention is punished by fine up to 50 times his / her salary (Article 202).

The law "On gender equity in the society", brings more complete elements regarding sexual at workplace as well as regarding other types of harassment based on gender. This law is based on the respective international legislation and particularly in the EU recommendations. This law was prepared by a group of legal experts, upon the initiative of the Albanian Government (MLSAEO) and the support by OSCE and UNDP. During the different stages, this law was widely consulted amongst the groups of interest, especially regarding the chapter on Relations at Work; the opinion of the respective organisations of employers and employees was particularly taken into account since they are also members of the Equal Opportunities Commission, which was constituted as per the obligation that results from article 200 of the Labour Code and as per Decision of the Council of the Ministers No. 730, dated November 16th, 2003 "On the functioning of the National Labour Council". The Equal Opportunities Commission was created upon Order No. 1909, dated September 8th, 2006 of the Minister of Labour, Social Affairs and Equal Opportunities, within the National Labour Council; it is headed by the Director of the Directorate of Policies on Equal Opportunities.

This law defines sexual harassment at workplace as follows: "Any undesired form of behaviour, either through words or actions, be they physical or symbolic, of a sexual nature, which aims to or brings as a consequence, the infringement of personal dignity, especially when it takes place in a threatening, hostile, humiliating, degrading or offensive environment, shall be considered as sexual harassment and is forbidden". The provisions of the chapter "On the protection and equal treatment based on gender belonging at in the work relations", oblige the employer "to take measures to prevent discrimination, harassment and sexual disturbing against the employee", as well as "to refrain from putting in a unfavourable position or to avoid taking measures of a disciplinary tenure against the employee who objected or complained on discrimination, harassment and sexual disturbing as well as against the employee who testified against acts of discrimination, harassment and sexual disturbing committed by the employer or by other employees". Furthermore, in article 23 of the law, the responsibilities of the employer for the protection of the employee from gender discrimination and particularly from sexual harassment are specified. It is a primary duty of the employer to approve an internal regulation in accordance with this law, where sanctions against such cases shall be foreseen. In cases when the employer comes to know that the employee is undergoing a situation of harassment or sexual harassment, the employer should immediately take all the organizational measures to interrupt the pursuance of such harassment as well as to apply the disciplinary

measures or the sanctions foreseen in the regulation. Also, the employer has to make provisions on the rules and the ways of solution of such cases in the collective work contracts.

The law has also foreseen the cases of sexual harassment in educational institutions by considering as illegal any harassing behaviour of sexual nature towards a person who is a pupil / student in that institution or a persons who seeks to be accepted as a pupil / student in that institution, by members of teaching staff or other members of staff in that educational institution. It is considered as illegal as well the sexual harassment committed by any pupil or student of an educational institution towards another one of the same institution or towards a member of staff in this institution.

The person who has undergone sexual harassment shall address his / her complain, in written or verbally, to the employer or the head of the educational institution.

Regarding **procedures for the solution of disagreements,** article 44 of the law provides as follows:
1. Any complaint alleging to violation of gender equity as per this law, shall be examined or is decided upon by the administrative bodies, in compliance with the provisions of the Administrative Procedures Code. The administrative bodies shall decide based on the provisions of this law.

2. The person who has suffered discrimination due to gender may present a complaint or a demand before the court to pursue the defence of the rights established in this law in trial.

3. The parties, upon their free choice, when it is the case, may fulfil any mediation or conciliation procedure foreseen by the legislation in power, to address the violations of this law. The completion of such procedures does not remove from the person who submitted the complaint to pursue the case before the administrative body or before the competent court.

4. If the violations is committed by employees of the public administration, the provisions of law "On the extra contractual responsibility of State administration bodies".

5. The non – profitable organizations and the other legal persons, upon consent of the person who complains, may initiate or support legal proceedings on their behalf, as per the provisions of this law.

Article 23 on "Violation" in the **chapter on sanctions,** provides specifically for the sexual harassment at workplace brings as a consequence disciplinary responsibility. Disciplinary measures are applied while respecting the principles of law on the right to be informed, the right to be heard and the right to complain.

Such violation as considered as administrative contraventions and are punished with fines which vary, in relation to the violations, from 30.000 – 80.000 Leks, also depending on the offender who has committed the violation. Meanwhile, payment for moral damages may be carried out in accordance with the provisions of the Civil Code and the Civil Procedures Code, in power in the Republic of Albania. The

violation of provisions which constitute a criminal act is punished as per the provisions of the Penal Code.

Measures taken by the State

- The law on Gender Equity in the Society offers a wider protection. To this goal, it offers a specific definition of the sexual harassment at workplace, the procedures of complaints, as well as the sanctions to be applied in such cases.
- The National Strategy on the Gender Equity and against the Domestic Violence, approved through the Decision of the Council of the Ministers No. 913, dated December 19th, 2007, even though not specifically focussing on the sexual harassment at workplace, foresees in its Plan of Action on the measures to be taken during the period 2008-2009, the completion of training sessions through the country with groups of interest and local administration on the rights of women and girls and the respective knowledge of the domestic and international legislation. Part of it is also the training on sexual harassment at workplace.
- The Directorate of Policies on Equal Opportunities, in the framework of the approximation of legislation and the awareness increase amongst the population, has prepared and distributed in institutions and groups of interest a compilation of all international acts on gender equity, amongst which, also acts relating specifically with sexual harassment.
- In the framework of the Stabilisation and Association Agreement, the Directorate of Policies on Equal Opportunities has applied for funds for organising a training workshop on the methods of carrying out a survey at national level on the rate of sexual harassment at workplace. This initiative is taken due to the fact that the sexual harassment, even though a phenomenon which is present at workplace, remains widely unreported, except for few cases which have become of public domain in the media. We have not had any reply to our application yet.
- The process for the setting up of a working group with experts who will prepare the respective bylaws of the Law "On gender equity in the society" has just started. This package of bylaws will also include the drafting of legal acts related to discrimination, harassment and sexual harassment at workplace.
- As per the obligation set by article 200 of the Labour Code, and the Decision of the Council of the Ministers No. 730, dated November 16th, 2003 "On the functioning of the National Labour Council", as well as upon Order No. 1909, dated September 8th, 2006 of the Minister of Labour, Social Affairs and Equal Opportunities, the Equal Opportunities Commission was created within the National Labour Council; it is headed by the Director of the Directorate of Policies on Equal Opportunities. This Commission is composed of members of the Ministry, and the organisations of employers and employees. It has considered the draft law "On gender equity in the society". This law has been given high credit by these organisations especially on the part regarding relations at work. They have expressed their commitment for further cooperation as soon as the draft law is approved.

ARTICLE 28

The right of the employees to protection and the rights and facilities granted to them

”Trade Union freedoms” are provided in the Labor Code, namely the Article 10, which provides as follows:

1) Trade Union freedoms are defended by law.
2) No one has the right:

a) to condition the employment of the employee with his/her being or not a member of a Trade Union created as defined by law, or with his/her decision to walk out of it;

b) to remove or violate the right of the employee because of his/her being or not a member of a Trade Union created as defined by law, or of his/her participation in a Trade Union activity by respecting the legislation in force.

As well as by the Article 181 “The Principles of the trade union freedoms” *(amended by the Law no. 9125, date 29.07.2003)* which provides that:

1) The Trade Union organization freely organizes the administration and activity; it freely drafts its program.
2) Any Trade Union organization must carry out its activity in compliance with the law.
3) The discrimination of the Trade Union representatives is prohibited.
4) The termination by the employer of the contract of employment of representatives of the organization of the employees without the consent of this organization shall be void, except for the cases where the employee violates the law, the collective contract of employment, the individual contract of employment, or if the employer proves that the termination of the contract is absolutely indispensable for the economic activity of the enterprise.
5) The change of the conditions of the contract of employment of the representatives of the organization of employees may be made only with the consent of the employee and of this organization. The employer may not change the workplace of the representatives of the organization of employees, even if this change is provided for by the contract of employment, without the consent of the employee and of this organization, except for the cases where the change is absolutely indispensable for the economic activity of the enterprise.
6) If the representatives of the organization of employees, which act on national scale, during their mandate, work and get paid by these organizations, their contracts of employment with the employer shall be suspended. At the end of the mandate, suspension ceases to exist and the contract of employment shall renter into force. From this moment on, the parties shall enjoy all the rights and obligations, which stem from the contract of employment.
7) The employer must create all the necessary conditions and facilities for the elected representatives of the organizations of employees to normally exercise their functions, which are defined in the collective contract of employment. To serve this purpose, the employer must:

a) allow them to enter work environments;

b) allow the distribution of notices, of brochures, of publications, and of other documents, which belong to the organization of employees;

c) give them the required time to participate in the activities of these organizations inside and outside the country;

d) allow them to enter the work environments and create facilities for them to collect the membership fees of the organization, as well as to hold meetings.

In all cases, the employer has to hold consultations with the employees' organizations ahead of signing the collective agreement with the employees' representatives. In our experience we have had cases of mediation about the matter. For instance, at the Thermo-Power Station in Fier, the trade union representative was made redundant due to the restructuring. After the employer notified the trade union organization, with the assistance of the mediator, he reached an understanding with the trade union organization. Any redundancies of the representatives of the trade union organization are void, in case it is proved that it is due to causes related to their position in the trade union organization. This applies until the said employees continue to have this mandate. At the termination of the mandate, the said protection comes to an end. It lies with the Court to judge whether the redundancy is just or related to the mandate in the trade union organization, depending on which takes the decision for the compensation of the damage too.
In the inspections carried out in 2008, there was no report of the violation of the rights of the representatives of the trade union organizations.

ARTICLE 29

The right to information and consultation regarding collective redundancies.

The Constitution of the Republic of Albania provides through Article 50 that :"The employees have the right to freely join employees organizations for the protection of their labor interests". This right is also provided in the Conventions of the International Labor Organizations, namely the Convention no.135 "The employees' Representatives" and the Convention no. 154 "The collective negotiations".

The law provides as mentioned in the report, that the employers carry out the responsibilities as provided in the Article 148 of the Labor Code *(Amended by the Law no..9125, date 29.07.2003)* which provides that:

1) The collective dismissal from work will be considered to be the termination of labor relations by the employer for reasons that do not relate with the employees, when the number of dismissals from work within 90 days is at least 10 for the enterprises employing up to 100 employees; 15 for the enterprises employing 100-200 employees; 20 for the enterprises employing 200-300 employees; and 30 for the enterprises employing more than 300 employees.

2) When the employer plans to execute collective dismissals from work, he/she is obliged to inform in writing the employees organization recognized as the representative of the employees. In absence of this, the employer informs his/her employee through advertisements put on the workplace, which can be easily seen. The notice must contain in particular, the reasons of dismissal from work, the number of the employees to be dismissed, the number of the employees normally employed, as well as the time during which it is planned to execute these dismissals. The employer submits to the Ministry of Labor and Social Affairs a copy of this notice.

3) The employer makes consultations with the employees' organization, recognized as the representative of the employees, for the purpose of reaching an agreement. In absence of this, the employer gives the opportunity to the employees to participate in the consultations. They are made in order to take measures to avoid or reduce the collective dismissals from work and to soften their consequences. The consultations are made within 20 days, starting on the day of notice as defined by point 2 of this Article, except for the case where the employer accepts a longer duration.

4) The employer informs in writing the Ministry of Labor and Social Affairs concerning the completion of the consultations. He/she sends a copy of this notice to the concerned party. If the parties have failed to agree, the Ministry of Labor and Social Affairs helps them to reach an agreement within 20 days, starting from the day of notice as defined by this point, except for the case where the employer accepts a longer duration. The Ministry of Labor and Social Affairs can by no means stop the collective dismissals from work.

5) After the termination of the twenty-day notice as defined by point 4 of this Article, the employer informs the employees to be dismissed of the termination of the contract, complying with the notice deadlines as defined by Article 143.

6) The employer failing to comply with the procedure of the collective dismissals from work as defined by points 1, 2, 3, and 4 of this Article, is obliged to pay the employee a damage, which equals up to six months of salary, and is added to the wage during the notice deadline, or to the damage compensation, which is received in the case where this deadline fails to be respected as defined by Article 143.

7) The employer should give priority to the reemployment of the employees dismissed from work for reasons that have not to do with the employees, if he/she employs employees of comparable qualification.

With regard to the collective redundancies and the number of cases taken to the court, we point out that: the data from the inspections carried out by the State Labor Inspectoriate, show that, out of all complaints submitted to the said institution, 300 employees in 30 private subjects, have taken the case to the court.