L A W
No. 7961, dated 12.7.1995

LABOUR CODE OF THE REPUBLIC OF ALBANIA

(Amended by Law no. 8085, dated 13.3.1996)
(Amended by Law no.9125, dated 29.07.2003)
(Amended by Law no. 10053, dated 29.12.2008)
(Amended by Law no. 136/2015, dated 5.12.2015)

Pursuant to Article 16 of the Law No. 7491, dated 29.4.1991 "On the main constitutional provisions", upon the proposal of the Council of Ministers,

THE ASSEMBLY

OF THE REPUBLIC OF ALBANIA

DECIDED:

THE BASICS OF THE LABOUR CODE

CHAPTER I

Article 1
(Amended by Law No. 9125, dated 29.07.2003, Article 1)

The Labour Code is based on the Constitution of the Republic of Albania.

Article 2
(Amended by Law No.9125, dated 29.07.2003, Article 2)

1. The employment contract is governed by the law of the country where the employee usually carries out his/her work, even if he/she is sent by the employer to work temporarily in another country.
2. When the employee does not usually carry out the work in the same country, the employment contract is governed by the law of the country where his/her work center is located.
When the work center may not be determined, it will be governed by the law of the country where the center of the natural or legal person, who has employed the employee, is located.

FIELD OF APPLICATION OF THE CODE

CHAPTER II

A. IN SPACE

Article 3

(Amended by Law No.8085, dated 13.3.1996, Article 1)
(Amended by Law No.136/2015, dated 5.12.2015, Article 1)

(1) The employment contract is governed by the law of the country where the employee usually carries out his work, and when he works temporarily in another country. Temporary employment of foreign employees in Albania is regulated in accordance with the provisions of this Code.
(2) When the employee does not usually carry out the work in the same country, the employment contract is governed by the law of the country where his/her work center is located.
(3) When, from the integrity of the circumstances, the employment contract is more closely connected with the law of another country, then this law shall apply.
(4) The parties, upon agreement, may choose to apply another law, other than as provided in the preceding paragraphs.
(5) Such election may not deprive the employee of the protection provided by the mandatory law provisions which will be applicable in the absence of an election. In the sense of this provision, mandatory are called all provisions which, based on law, should not be violated by a contract to the detriment of the employee.

Article 3/1

Temporary employment of foreign employees in Albania
(Added by Law No.136/2015, dated 5.12.2015, Article 2)

1. This Article shall apply in cases where a foreign enterprise:

a) sends employees to Albania for a period of not more than 12 months, on its behalf and under its management, on the basis of a contract concluded between the delivery enterprise and the enterprise registered with the Albanian tax authorities, for which the works or services are intended, provided that, during the period of delivery, there is an employment relationship between the delivery enterprise and the employee; or

b) sends employees to an enterprise, its branch, in the territory of Albania, provided that, during the period of delivery, there is an employment relation between the delivery enterprise and the employee; or

c) being an agency for temporary work, it recruits an employee for a receiving enterprise, established or operating in the territory of Albania, provided that, during the period of delivery, there is an employment relation between the temporary employment agency or the employment agency and employees.

2. The employment relation, established according to the cases provided in paragraph 1 of this Article shall be governed by the provisions of the Albanian legislation relating:

a) the maximum working time and minimum rest time;

b) the minimum duration of the paid annual leave;

c) the minimum wage level;

ç) the conditions for the temporary employment agency;

d) safety, health and hygiene at work;

dh) employment or employment conditions for pregnant women or women who have just had babies, for young people, children and persons with disabilities;

e) the principle of equal treatment, including the provisions of collective bargaining

3. If the adjustment made by the Albanian legislation regarding the elements set forth in paragraph 2 of this Article is less favorable than the legislation of the delivery country, the most favorable legislation for the employee shall be applied.

4. The adjustment for the elements determined in letters "a" and "c" of paragraph 2 of this Article shall not apply in the case of an employee who is sent to work temporarily in the territory of the Republic of Albania for the initial assembly or installation of equipment when such service is an integral part of the supply contract and is necessary for their operation, is performed by specialized employees of the supplying enterprise and when the service period is not more than 8 days.

The following are excluded from the regulation provided in the first paragraph of this employment item in the construction sector: maintenance, repair, deviation and demolition of buildings and, in particular, excavation works, leveling, assembling and dismantling of prefabricated elements, modification, repair, renewal, improvement, collapse, painting, cleaning.

5. The employment of commercial shipping sailors is excluded from the scope of regulation of this Article.

6. The duration of the temporary employment of a foreign employee for the purposes of this Article shall be calculated as a reference period of one calendar year from the date of the first delivery. For the calculation of the duration, the previous periods during which the employee was sent to be employed temporarily are taken into consideration.

B. ACCORDING TO PERSONS

Article 4

(Amended by Law No.9125, dated 29.07.2003, Article 3)

Excluded from the application scope of this Code will be:

- the employment of the persons, which is regulated by a special law. Special provisions of this Code shall be applicable even for the persons whose employment is regulated by a special law, if the special law does not provide the solution of problems connected with the employment relations.

C. ACCORDING TO CONTENTS

Article 5

(Amended by Law No.9125, datë 29.07.2003, Article 4)
(Amended by Law No.136/2015, datë 5.12.2015, Article 5)

Excluded from the application scope of this Code will be:

a) the activity restricted only to the exercise of the duty of the adviser or of the member of the administration body of the juridical person, which has the juridical form of a company, when this activity contains only the execution of the obligations stemming from this duty;

b) Repealed;

c) family jobs that are carried out by: spouse, children and their spouses, co-habitation partners, their predecessors, including adopted individuals, for as long as they share the same household 3 with the employer, except for the cases where it is proved that the persons carrying them out are employees.

D. IN TIME

Article 6
(Amended by Law No.8085, dated 13.3.1996, Article 2)

(1) The provisions of this Code are applicable to all employment contracts, which will be entered after it becomes effective.
(2) This Code is also applicable to employment contracts entered before its entry into force, but executed after this Code became effective. In all cases, the seniority at work of the employee is calculated from the start of employment relations.
(3) The same rules are applicable in the case of partial amendments to this Code.
(4) The Council of Ministers may decide that the provisions of this Code, which are related to health and safety protection, be executed progressively during a limited period in several enterprises, as defined by the decision of the Council of Ministers; these enterprises will be subject to special provisions.

Article 7
Land Competence
(Amended by Law No.8085, dated 13.3.1996, Article 3)

(1) Lawsuits against the persons living in the territory of Albania are filed at the court of the defendant's place of residence.
(2) A lawsuit is filed even in the country where the employee usually carries out his work. When the employee does not usually carry out his work in the same country, a lawsuit may be filed in the country where the works center that has employed him/her is located.
(3) The agreements related to the jurisdiction are valid only if they are defined after the conflict arises.

FUNDAMENTAL RIGHTS

CHAPTER III

A. PROHIBITION OF COMPULSORY LABOR

Article 8
(Amended by Law No.8085, dated 13.3.1996, Article 4)

(1) All forms of compulsory labor are prohibited.
(2) Compulsory or forced labor means any jobs or services required by the individual against his/her will, threatening him/her through whatever punishment.
It is prohibited the use of compulsory labor, such as:
a) a coercive measure or sanction against persons that have or express beliefs contrary to the political, economic, social order in force;
b) a method of mobilization or exploitation of labor force for the purpose of economic development;

c) a disciplinary measure at work;
d) a punishment for having participated in a strike;
e) a measure of racial, social, national or religious discrimination.
(3) The following are not considered to be compulsory labor:
a) any jobs or services required on the basis of the law on the Armed Forces of the Republic of Albania, which are related to work of genuine military character;
b) any jobs or services required by the individual as a punishment set by the court and during which the person is not put at the service of the citizens or private judicial persons, except for the cases provided in paragraph 2 of this Article.
c) any jobs required in case of war or because of major forces, natural disasters, especially in case of fire, floods, starvation, earthquake, epidemics or all circumstances threatening life or normal living conditions of the entire population or of one part of it.

PROHIBITION OF DISCRIMINATION

Article 9

(Amended by Law No.8085, dated 13.03.1996, Article 5)
(Amended by Law No.9125, datë 29.07.2003, Article 4)

1. Any kind of discrimination in the field of employment or profession is prohibited, as provided in this Code and in the special legislation on protection from discrimination.

2. "Discrimination" means any differences, exclusions, restrictions or preferences based on gender, race, color, ethnicity, language, gender identity, sexual orientation, political, religious and philosophical beliefs, economic, educational or social situation, pregnancy, parental affiliation, parental responsibility, age, family situation or marriage status, civil status, place of residence, health condition, genetic predispositions, disability, living with HIV/AIDS, joining or affiliation with trade union organization, affiliation with a special group or any other cause, aiming at or a consequence to obstruct or make impossible to practice the right for employment and profession, in the same way as others.

3. The prohibition of discrimination established by this Code shall not apply unless there is a reasonable and objective justification.

4. Differences, restrictions, exclusions or preferences based on a characteristic related to the causes referred to in paragraph 2 of this Article do not constitute discrimination when, because of the nature of the professional activities or the conditions in which the profession or activity is exercised, these characteristics constitute an indispensable, genuine and professional requirement, provided that the purpose of the different treatment is justified and the requirement does not overcome what is necessary for its realization.

5. For the purpose of this Article, the prohibition of discrimination and the application of the principle of equal treatment in the exercise of the right to employment and profession shall apply in respect of:

a) opportunity for employment, self-employment and occupation, including the selection criteria and recruitment conditions, of any branch of activity and at all levels of the professional hierarchy, and promotion;

b) access to all types and levels of professional orientation, vocational training, advanced vocational training and retraining, including work experience in practice;

c) working and employment conditions, including termination of employment contract and salary;

ç) membership and activism in trade union organizations and employers' organizations, or any organization, whose members exercise a particular profession, including the benefits provided by these organizations;

6. In accordance with the principle of equal treatment, all employees and each group of employees should be treated with the same respect and care and their special circumstances shall be also respected.

7. The employer may take temporary and special measures aimed at accelerating the real establishment of equality in the exercise of the right to employment and occupation, when the lack of equality is caused by discrimination for any cause referred to in this Article. This measure is terminated as long as the objectives of treatment and provision of equal opportunities are achieved.

8. The employer is obliged to ensure a reasonable adaptation of the workplace for persons with disabilities or persons under other conditions, mentioned in paragraph 2 of this Article. In order to ensure reasonable adjustment, the employer must make the necessary and appropriate modifications and adjustments that are needed in specific cases and do not impose an excessive burden on them, in order to guarantee such enjoyment or exercise to these persons, under conditions equal with others, the right to employment and occupation. Such burden is not considered excessive for the employer, when the level of reasonable accessibility required is guaranteed by the applicable legal and sub-legal acts. Denial of reasonable adjustment by the employer constitutes discrimination.

9. In the case when a person claims to have been prejudiced by non-observance of the principle of equal treatment in the exercise of the right to employment and profession, according to this Code, the appeal procedure, as set forth in the special law on protection from discrimination

10. In all appeal procedures that are conducted according to paragraph 9 of this Article, if the complainant or plaintiff presents facts, from which it may be claimed that he has been discriminated in the exercise of the right to employment and profession, the person against whom the appeal has been filed or the defendant is forced to prove that the principle of equal treatment has not been violated.

B. TRADE UNION LIBERTY. COLLECTIVE CONVERSATIONS

Article 10

(1) Trade union liberty is defended by law.

(2) No one has the right:

a) to condition the employment of the employee if he is or not or ceases to be a member of a trade union established on the basis of law;

b) to cease or violate the right of the employee because of his/her being or not a member of a trade union established on the basis of law or his/her participation in a trade union activity by complying with the legislation in force.

Article 10/1

Protection for employees denouncing corruption

(Added by Law No. 10053, dated 29.12.2008, Article 1)

1. Any unjustified administrative measure or sanction, which has been taken against employees, who have reason to suspect corruption, and who present such suspicion to the responsible persons or to the competent authorities, is invalid.

2. Against the unjustified decision for the above reason, the employee has the right to appeal to the court.
3. The reporting of facts related to corruption does not constitute a violation of the obligation for professional secrecy.

PRIORITY OF THE LAW-RELATED NORMS

CHAPTER IV

Article 11

(Amended by Law No.8085, dated 13.03.1996, Article 6)
(Amended by Law No.9125, dated 29.07.2003, Article 5)
(Amended by Law No.136/2015, dated 5.12.2015, Article 5)

(1) The rights and obligations relating labor relations are regulated in order of priority by the following sources:
a) The Constitution of the Republic of Albania.
b) The international conventions ratified by the Republic of Albania.
c) This Code and its sub-legal acts.
d) The collective employment contract
e) The individual employment contract
f) The internal regulation
g) The local and occupational customs.
(2) The sub-legal acts are designed to complement and implement the provisions provided by this Code.
They may determine employment conditions for the employees, which are less favorable than those provided by this Code, only when this is explicitly defined in the latter.
(3) Any provisions violating a provision of of a higher instance, is invalid. However, valid are only those provisions that improve the employee's position.
(4) The employee may not waive the rights stemming from the mandatory provisions of this Code or collective employment contracts. Valid will be the agreements made in the presence of the labor inspector or in the form provided in the collective labor contract, with the aim of avoiding with reconciliation a conflict, by making mutual tolerances accepted by both parties with free will. The abovementioned agreements do not apply to paid annual leaves.
(5) Occupational customs are applied only in absence of legal provisions, provisions in agreements, a contract, and when the legal provisions refer to the occupational customs explicitly.

Article 11/1
Confidentiality
(Added by Law No.136/2015, dated 5.12.2015, Article 6)

In the exercise of rights and fulfillment of obligations, the employers, the representatives of employers, the employees and the representatives of employees should be guided by the principle of trust, justice and cooperation with one another. They inform each other of all the facts, conditions, and their changes, which are important for the exercise of rights and fulfillment of obligations.

ESTABLISHMENT OF INDIVIDUAL WORK RELATIONS

CHAPTER V

A. DEFINITION

EMPLOYMENT CONTRACT

Article 12

(Amended by Law No.8085, dated 13.03.1996, Article 7)
(Amended by Law No.9125, dated 29.07.2003, Article 6)
(Amended by Law No.136/2015, dated 5.12.2015, Article 7)

The employment contract is an agreement between the employee and the employer, which regulates the employment relationship and contains the rights and obligations of the parties. In the employment contract, the employee undertakes to offer his work or service for a fixed or indefinite period, in the framework of the organization and orders of another person, called employer, who undertakes to pay a certain remuneration. When the relations between the two parties are not clearly defined, the competent court or the Temporary Employment Agency shall, at the request of the parties, determine the true nature of the relations between them, based on the provisions of this Code, and the facts related to the ability at work and remuneration of the employee.

GROUP CONTRACT

Article 13

(Amended by Law No.136/2015, dated 5.12.2015, Article 8)

Repealed.

PART-TIME WORK

Article 14

(Amended by Law No.136/2015, dated 5.12.2015, Article 9)

(1) Through the part-time employment contract, the employee accepts to work on the basis of hours, half or complete working days for a normal weekly or monthly duration, which is shorter than that of full-time employees working under the same conditions.

(2) Part-time employees enjoy the same rights as full-time employees performing the same job. If the conditions of employment are directly related to the employee's working time, the part-time employee enjoys proportional rights with the full-time employees.

3. The employer informs the part-time employee of the vacancies and provides equal opportunities with the other employees and/or jobseekers, in order to be employed in a full-time job. In addition, the employer informs the full-time employee of the vacancies and provides equal opportunities with the other employees and/or jobseekers to be employed in a part-time job.

WORK AT HOME

Article 15
Work-from-home and teleworking
(Amended by Law No.136/2015, dated 5.12.2015, Article 10)

1. With the work-from-home contract, the employee performs his/her work at home or in another place designated in agreement with the employer, under the terms agreed between them in the employment contract.

2. With the teleworking contract, the employee carries out his/her work at home or in another place designated in agreement with the employer, using the information technology, within the working time determined by the employee, under the terms agreed between them in the employment contract.

3. Provisions of this Code shall also apply to employment contracts, as defined in paragraphs 1 and 2 of this Article, with the exception of:

a) provisions for regulating weekly working and rest time, overtime, work on official holidays and night work;

b) provisions regulating the right to compensation for work difficulties.

4. Working conditions for employees who work at home or teleworking may not be less favorable than those of other employees who perform the same or comparable job. For this reason, the employer should take measures:

a) to facilitate teleworking by making available, installing and maintaining the necessary computer equipment for its execution, unless the employee performing teleworking uses personal equipment;

b) to prevent the isolation of the employee, establishing conditions to meet with the other employees.

5. It shall not be considered that the employee carries out "work-from-home" or "teleworking" if he or she works in another place from the one agreed in the agreement with the employer or, in special circumstances, with his consent or under an agreement with him, performs another type of work, provided in the contract.

INDEPENDENT AGENT (Comissioners)

Article 16
(Amended by Law No.8085, dated 13.03.1996, Article 8)

(1) Upon the employment contract of the commercial agent, the employee (commercial agent) is obliged, upon payment, to enter into negotiations or to conclude an agreement for activities of any kind whatever, outside the enterprise, in accordance with the orders and on behalf of the employer.

(2) It is not considered as a commercial agent exercising this activity independently.

(3) The provisions of this Code shall also apply to the contract of a commercial agent as an employee.

THE CONTRACT OF APPRENTICESHIP

Article 17

(1) Through the contract of apprenticeship, the teaching master is obliged to qualify his/her apprentice in accordance with the rules of the profession and the apprentice is obliged to work to serve the teaching master in order to get qualified.
(2) The provisions of this Code are applicable in the case of the contract of apprenticeship.

PROVISIONS FOR SPECIAL CONTRACTS

Article 18

(The titled was amended by Law No.8085, dated 13.03.1996, Article 9)
(Amended by Law No.136/2015, dated 5.12.2015, Article 11)

(1) The Council of Ministers may provide special rules applicable to the contract of work-from-home and teleworking, the contract of employment of the agent who is independent, and the contract of apprenticeship.
(2) The Council of Ministers may provide special rules about employees working at home, in agriculture, construction, transports, mines, ports, and about temporary employees.

Article 18/1

Temporary employment by the Agency
(Added by Law No.136/2015, dated 5.12.2015, Article 12)

1. The Temporary Employment Agency (hereinafter referred to as "the Agency") means an employer who, on the basis of an employment contract, employs an employee to work temporarily in a receiving enterprise and exercises the rights and obligations of the employer along with the receiving entity.
2. The receiving enterprise is any employer who temporarily employs an employee established by the Agency and exercises the rights and obligations of the employer along with the Agency.
3. Temporary employment by the Agency shall be considered the period when an employee is contracted by the Agency to be temporarily employed by a receiving enterprise, provided that the Agency and the employee has a contractual employment relationship.
4. The duration of the same work performed by the employee contracted by the Agency for the same receiving enterprise is no more than two years.
5. It is prohibited the use of temporary work of the Agency in certain cases, sectors or certain categories of employees, if the general interest is affected, in particular related with the protection of the temporary staff of the Agency, health and safety conditions at work, or when this is required to ensure the proper functioning of the labor market or to prevent abuses. Prohibited cases of temporary employment are determined by the Council of Ministers.

Article 18/2

1. During the period of employment of an employee of the Agency, the employer's rights and obligations shall be exercised jointly by the Agency and the receiving enterprise, under the following conditions:

a) the employee and the Agency have the right to terminate the employment contract. In the case of termination of the contract by the employee, for reasons related to the receiving enterprise, the employer has the right to ask the employee, in writing, to state the reasons for such dissolution;

b) salaries and other benefits of the employee are paid by the Agency. Failure to non-payment of the financial obligations by the receiving enterprise, against the Agency, does not affect the salaries and other benefits of the employee;

c) all obligations pertaining to tax declarations, personal data confidentiality, and deductions from salaries, income tax and social and health insurance contributions of the employee are the responsibility of the Agency;

ç) unless otherwise agreed, the Agency shall cover all costs related to employment, as provided in the legal provisions;

d) for the duration of employment, the receiving enterprise is considered an employer, in the sense of adjustments, regarding:

i) health and safety at work;

ii) the principle of equal treatment;

iii) working and rest time;

iv) provision of orders and instructions to the employee;

dh) the receiving enterprise has no right to order the employee to work with another employer;

e) the receiving enterprise regularly informs the trade unions about the number and working conditions of the employees employed by the Agency;

ë) the receiving company informs the employees of the Agency about vacancies and gives them equal opportunities to be directly employed by it;

f) the receiving enterprise may be considered as an employer if the employee, during the employment period, causes damage to the recevin entity, unless otherwise agreed by the receiving entity or a third party;

g) for any damage caused to the employee, during the employment period, the receiving enterprise and the Agency keep joint and special responsibility in agreement between them;

gj) the receiving agency and the enterprise may, in agreement between them, provide other conditions relating employment, except as provided in this Article, provided that the conditions of employment of the employee with the Agency are not prejudiced.

Article18/3

1. The agreement between the Agency and the receiving enterprise is made in writing and, it mainly contains the following:

a) duration of employment;

b) place of work;

c) general job description;

ç) service fee.

2. In addition to the content of the agreement provided in paragraph 1 of this Article, the receiving enterprise shall inform the Agency, in writing, of all aspects considered relevant to the employment of the employee. The receiving enterprise gives the Agency, in due time, all the information necessary for calculating and giving the salary or for terminating the employment contract with the employee.

3. Any agreement shall be deemed invalid if:

a) it prohibits or restricts the employment of the employee in the receiving enterprise upon termination of the employment agreement between the employee and the Agency;

b) provides the obligation of the employee to pay to the Agency a fee for hiring in the receiving agency or establishing a legal relation with the receiving enterprise.

Article 18/4

1. In the employment contract the parties expressly stipulate that the contract is entered into for temporary employment purposes of the Agency.

2. Prior to commencing work at the receiving company, the Agency shall inform the employee, in writing, of:

a) the name, address of the headquarters and the place of work;

b) the name of the employer or of the representative of the receiving enterprise;

c) rules on normal work performance, working time and rest time;

ç) any other important employment condition for the given work.

Article 18/5

1. The basic working and employment conditions of the employees of the Agency during the time they work in the receiving company are the minimum that applies if the employees were recruited directly by the receiving enterprise for the same job position.

2. The basic working and employment conditions cover:

a) duration of work, additional working hours, daily vacations, and the time of taking these vacations, night work, free and paid holidays, and official holidays;

b) salary and all its elements;

c) protection of pregnant women, women who have recently had babies and/or breastfeeding women, children and persons with disabilities;

ç) rules of the principle of equal treatment.

3. The employees of the Agency shall benefit from collective services and facilities in the receiving enterprise, childcare facilities and transport services under the same conditions as employees directly employed by the enterprise and users, unless the difference in treatment is justified by objective reasons.

4. If the employee is employed for an indefinite period of time, during the period that he/she is employed at the receiving enterprise is paid at least 50 percent of his/her basic salary, if he/she has at least 4 months of work with or without interruption at the Agency, within 6 months from the beginning of employment.

5. The employees of the Temporary Employment Agency enjoy trade union rights and freedoms just like all the other employees.

B. ESTABLISHMENT OF WORK RELATIONS

EMPLOYMENT

Article 19

(Amended by Law No.8085, dated 13.03.1996, Article 10)
(Amended by Law No.9125, dated 29.07.2003, Article 7)

(1) The employer employs the employee directly.

(2) The employer, in order to employee the employee, may use the services of State recruitment offices or private employment agencies.

(3) Private mediation activity at work for profit purposes is subject to the same rules determined by the Council of Ministers for the exercise of state activity consisting in the mediation at work.

CAPACITY TO CONTRACT

Article 20
(Amended by Law No.8085, dated 13.03.1996, Article 11)

(1) The following are entitled to enter into an employment contract:
a) the persons in possession of full capacity to act in accordance with the provisions of the Civil Code;
b) the persons with disabilities, but who are expressly authorized or silently authorized to carry out work by their legal representative.
(2) The persons mentioned in letter "b" of this Article exercise their rights and fulfil their obligations stemminfg from the contract, like all the other employees and have the right to dissolve this contract.

FORM OF THE EMPLOYMENT CONTRACT

Article 21
(Amended by Law No.8085, dated 13.03.1996, Article 12)
(Amended by Law No.9125, dated 29.07.2003, Article 8)
(Amended by Law No.136/2015, dated 5.12.2015, Article 13)

1. The employment contract is entered in written form. It may be changed in writing, if the parties agree to do so.
2. The employment contract is deemed to be concluded when the employee accepts the performance of a job or service for a definite or indefinite period of time, within the framework of the organization and under the employer's orders and that, based on these circumstances, is carried out only upon payment.
3. The employment contract must contain in particular:
a) the identity of the parties;
b) the workplace;
c) the general description of the job;
ç) the date of job commencement;
d) the duration, when the parties enter into a contract with a stipulated term;
dh) the duration of paid vacations;
e) the deadline on the notification of contract termination;
ë) the integral elements of the salary and the date when it is given;
f) the normal time of the working week;
g) the reference in the collective contract in force;
gj) the probation period;
h) the types and procedures of disciplinary measures, if there is no collective contract;
4. On special and justifiable cases, if the contract is not entered under paragraphs 1 and 3 of this Article, the employer is obliged to enter into it within 7 days from the day of employment.
5. When the employee is required to work outside the Republic of Albania for more than one month, the Employer, after obtaining the consent of the employee, must provide him with

a written document containing at least the information required in paragraph 3 of this Article, and additional information, as follows hereunder:
a) the duration of employment abroad;
b) type of currency on which he/she will be paid;
c) if necessary, cash or in-kind benefits for employment abroad;
ç) if necessary, the conditions governing the return of the employee.
6. Information on the elements set out in the letters "dh", "e", "ë", "f" and "gj" of paragraph 3 of this Article shall, where appropriate, be provided by references to the provisions of this Code, decisions of the Council of Ministers or a collective contract.

OBLIGATIONS OF THE EMPLOYEE

CHAPTER VI

PERSONAL JOB PERFORMANCE

Article 22
(Amended by Law No.8085, dated 13.03.1996, Article 13)
(Paragraph 3 repealed by Law no.136/2015, dated 5.12.2015, Article 14)

(1) The employee carries out his/her work in person, unless the agreement provides otherwise.
(2) The employee's commitment to provide the employer with a substitute is not valid when he/she is not obliged to work as a result of the implementation of this Code.
(3) Repealed.

OBLIGATION OF OBEDIENCE

Article 23
(Amended by Law No.8085, dated 13.03.1996, Article 14)
(Amended by Law No.9125, dated 29.07.2003, Article 9)

1. The employee respects the employer's general and special orders and instructions.
2. The employee is not obliged to execute the employer's general and special orders and instructions, which cause the conditions of the employment contract to change. The change of the contract is made upon the mutual agreement of the parties.
3. The employee is not obliged to execute the employer's general and special orders and instructions, which put his/her life and health at risk.

OBLIGATION OF DILIGENCE AT WORK

Article 24
(Amended by Law No.8085, dated 13.03.1996, Article 15)

(1) The employee carries out diligently the job he/she is charged with.
(2) The employee shall use the work tools, equipment, devices of the employer and the equipment made available to him in accordance with the rules for the performance of work.

OBLIGATION OF ACCOUNTABILITY AND RETURN

Article 25

(1) The employee shall give the employer an account for all the benefits received on behalf of the employer during the exercise of his activity within the contract, in particular for the amounts of money.

(2) The employee immediately returns the employer everything he/she has received, except for the tips and personal gifts for him/her.

(3) The employee shall immediately return to the employer all that is produced by his/her activity on the basis of the contract.

OBLIGATION OF FAITHFULNESS

Article 26

(1) The employee faithfully safeguards the legitimate interests of the employer.

(2) The employee assists the other employees or the employer in his/her capacity in the event of a disaster or danger.

(3) During the validity period of the contract, the employee must not perform any work paid by third parties, which damages the employer or makes competition to him/her.

(4) During the validity period of the contract and after its termination, the employee shall keep the facts destined to remain secret, such as:
the secret of fabrication and activity that he/she knew when he/she was in the service of the employer.

(5) The employee has the right to denounce to the competent bodies the criminal offenses, violations of the labor legislation or the contract for which he or she is aware.

EMPLOYEE'S RESPONSIBILITY

Article 27

(Amended by Law No.8085, dated 13.03.1996, Article 16)
(Amended by Law No.9125, dated 29.07.2003, Article 10)

(1) The employee is responsible towards the employer for the damage he/she has caused him/her when he/she violates the contractual obligations deliberately or because of negligence.

(2) The degree of diligence the employee should demonstrate at work depends on the technical knowledge required to carry out the assigned job, taking into consideration the employee's skills and qualities, which the employer knew, or should have known. The damage, which really results from job performance, is covered by the employee.

(3) The damage includes the real damage and the missing profit.

(4) The court may partially or completely discharge the employee from the obligation to pay the damage when:

- the employee has acted with slight negligence;
- the employer, while organizing or controlling the work, commits the same mistake, which is connected with the cause of the damage;

- the obligation to fully indemnify for the damage is not affordable taking into consideration the employee's sources of income.

A. PROHIBITION OF COMPETITION AFTER THE TERMINATION OF WORK RELATIONS

CONDITIONS

Article 28
(Amended by Law No.9125, dated 29.07.2003, Article 11)

1. An employee over 18 years of age may vow in writing to an employer that, after completing his employment relationship, will not render him or her any kind of competition, in particular, will not establish a competing enterprise, will not work and will not to be interested in it.
2. The agreement to prohibit the competition is valid only if the employment relations provided the employee with the knowledge of the fabrication secrets or the employer's activity and if the use of these secrets could cause the employer a serious damage.
3. The employer may ask for the application of the agreement on prohibiting competition only if he or she provides the employee during the period of prohibition not less than 75 percent of the salary he would receive if he continued to work for the employer. When the salary is variable, the remuneration is calculated on the basis of the average salary of the previous year and is indexed.

RESTRICTIONS

Article 29
(Amended by Law No.8085, dated 13.03.1996, Article 17)
(Amended by Law No.9125, dated 29.07.2003, Article 12)

1. The agreement must explicitly define the prohibition of competition relating the place, the time, and the kind of activity, in order not to harm the employee's economic future. The prohibition period may not be longer than one year.
2. The court may decrease the above-mentioned elements on the prohibition of excessive competition, taking into consideration all the circumstances. It considers in particular whether the remuneration granted by the employer exceeds the minimum provided in Article 28.

TERMINATION OF PROHIBITION

Article 30
(Amended by Law No.9125, dated 29.07.2003, Article 13)

1. The prohibition of competition will terminate in the time stipulated in the agreement.
2. Regardless of the term stipulated in the agreement, the prohibition of competition shall terminate if it is proved that the employer has no more interest in its continuation.
3. The agreement on the prohibition of the competition does not apply when the employer terminates the contract for unjustified reasons or when the employee terminates the contract for a justified cause related to the employer.

SANCTIONS

Article 31
(Amended by Law No.8085, dated 13.03.1996, Article 18)
(Amended by Law No.9125, dated 29.07.2003, Article 14)

(1) The employee who violates the prohibition in order to make competition, shall indemnify the damage caused to the employer.
2. If the agreement provides a punishment of a fine in the event of a breach of the competition prohibition, the employee may continue the competitive activity after having paid the fine, but he must also pay the employer the difference between the fine and the damage caused.
3. . If the agreement provides a punishment of a fine in the event of a breach of the competition prohibition, the court may reduce the fine, if it is excessive, taking into account the circumstances that led to these violations.
4. The employer may, when expressly providing this right in written form, ask for the the prohibition of competitive activity, except for the payment of the fine and other foreseeable damages, if this measure is justified, taking into consideration the employer's infringed or jeopardized interests, and the employee's attitude.

GENERAL OBLIGATIONS OF THE EMPLOYER

CHAPTER VII

PROTECTION OF PERSONALITY

Article 32
(Amended by Law No.136/2015, dated 5.12.2015, Article 15)

1. The employer is liable to respect and protect the personality of the employee in work relations, as well as:
a) take all the necessary measures to guarantee the safety and protection of the mental and physical health of the employees;
b) take all the necessary measures to stop the moral harassment committed by him and other employees, and shall display the provisions on moral and sexual harassment and the relevant sanctions;
c) prevents any attitude that violates the dignity of the employee.
2. The employer is prohibited from taking any action that constitutes a sexual harassment for the employees and does not allow such actions to be carried out by other employees. Sexual harassment is any unwanted form of behavior expressed in words or physical and symbolic actions of a sexual nature, which is intended or results in the violation of personal dignity, in particular when it creates a threatening, hostile, humiliating environment, contemptuous or offensive, carried out by the employer against an employee, a jobseeker for work or between employees.
3. The employer is prohibited from harassing the employee with actions aimed at or resulting in the degradation of working conditions, to such a degree that it may lead to the violation of the rights and dignity of the person, to the impairment of his or her physical or mental health or to the detriment of his/her professional future.
4. Any person who identifies or receives information from an employee who may have been subject to the prejudice of his/her rights under this Article, and in particular of his or her physical and mental health or personal liberty, which may not be justified with the job

description or the achievement of specified objectives, must immediately alert the employer or the relevant structures when the person to whom the infringement is addressed is the employee himself/herself.

5. The employer who complains that he/she has been harassed in one of the ways provided in this provision shall present facts proving his harassment and then the person to whom the complaint is addressed shall prove that his/her actions did not aim to harass, and to indicate the objective elements that are not related to harassment or disturbance.

6. An employee complaining that he or she has been harassed in one of the ways provided in this provision or the person signalling such harassment shall not be penalized for this reason, dismissed from work, discriminated, or become victims of sexual harassment and disturbances.

OBLIGATION

Article 33
Data protection
(Amended by Law No.136/2015, dated 5.12.2015, Article 16)

1. The employer, during the employment relations, should not collect information about the employees, except when such information relate to the professional skills of the job-seekers or are necessary for the implementation of the contract.

2. The employer is obliged to take security measures to protect the personal data of employees that are processed in the field of employment relations and in particular for sensitive data in accordance with the legislation on personal data protection.

3. The employer, who becomes aware of the employee's processed data during the exercise of his duties, is obliged to maintain confidentiality and reliability. These data shall not be disclosed except as provided by law. The obligation to maintain confidentiality is unlimited in time.

4. Data processed in the employee's file after termination of the employment relations according to the provisions of paragraph 2 of Article 146 of this Code shall be maintained by the employer for a period of six months from the date of receiving the notification from the employer.

5. In any other case, the personal data processed in the employee's file will be saved until the end of the employment relation. Processing of the data in excess of this deadline is made by obtaining the consent of the employee.

Article 33/1
Information and Consultation
(Added by Law No.136/2015, dated 5.12.2015, Article 17)

1. The employer informs and consults with employees' representatives. Pursuant to this Article:

a) "information" means the transmission of data by the employer to the employees' representatives, in order to enable them to know and review the case;

b) "consultation" is the exchange of ideas and the establishment of dialogue between the employer and the employees' representative;

c) the employees' representative is the representative of the trade union organization or, in its absence, a representative elected by the employees.

2. The employer must inform the employees' representatives and consult with them on a regular basis, at least once a year, on the current and future activities of the enterprise, the economic situation and the state of employment relations.

3. Before making a decision on the reorganization of the enterprise and other decisions that may have significant and fundamental effects on the organization of the work in the enterprise and the legal status of the employees, the employer shall inform the employees' representatives and conduct consultations with them for the reasons of these decisions, the legal, economic and social consequences for the employees, and for any measure that aims to avoid or mitigate the expected consequences.

4. Other cases, conditions and procedures of information and consultation are defined in the collective agreement and in agreement between the employer and the representatives of the employees.

5. The employer must inform the employees' representatives, in writing or in electronic form, at the appropriate time, free of charge, and is responsible for the accuracy of the information. Information is provided in a form that enables employees' representatives to conduct an appropriate study and, where appropriate, prepare for consultations.

6. Employees' representatives and specialists called upon to assist in the negotiations, on the basis of a written commitment not to disclose any commercial, industrial or professional secrets, have the right to be introduced with information constituting a commercial, industrial or professional secret, but which is indispensable for carrying out their duties.

Employees and their representatives are forbidden to use, for any other purpose, or to disclose to third parties the information provided to them as commercial, industrial or professional secret during the time they are employed, or where the employment relation or mandate of representation has terminated.

The ability to recognize official and state secrets and the responsibility for the detection or their illegal use is regulated by a separate law.

7. The development of consultations on the information provided by the employer and the exchange of views aim at achieving an agreement accepted by both parties. Consultations are conducted within appropriate timelines, through proper methods and content, with the participation of appropriate steering levels of the parties, in such a way as to enable the employees' representatives to meet with the employer and to receive an answer and its reasons for every thought formulated by them. The results of the consultations are recorded in the respective minutes.

8. The employer may object in writing to disclose any information that constitutes commercial, industrial or professional secret, or to conduct consultations with employees' representatives when the nature of such information or consultations is such as to seriously harm the relevant enterprise and its functioning. When they disagree with this employer's decision, the employees' representatives may appeal to the court within 6 days of the decision.

If the court decides that the objection to providing such information or conducting consultations is unjustified, the employer is obliged to provide such information and to conduct consultations within a reasonable time.

CONTROL OF PERSONAL ITEMS

Article 34

(Amended by Law No.9125, dated 29.07.2003, Article 15)

(1) The employee and his/her personal items shall not be subject to control except the cases when the assets of the employer, employees of the legal person or third parties are protected from an unlawful violation.

(2) The control is performed during the working time by the employer or a person appointed by him/her. The person in charge and the person being controlled must be of the same gender.

(3) The control is carried out within the territory of the enterprise, in the presence of another employee, accepted by the employee who is being controlled.

WORK CERTIFICATE

Article 35

(Amended by Law No.136/2015, dated 5.12.2015, Article 18)

(1) The employee may, at any time, ask from the employer a certification on the nature and duration of work, its quality and his behavior.

(2) Upion the request expressed by the employee, the certification contains data only on the nature and duration of the employment relations.

(3) The employer shall not be entitled to provide third parties with information about his employees except in the cases provided by law or upon the consent of the employee.

THE REGISTER

Article 36

(1) The employer keeps the register of employees employed in the enterprise.

(2) The content of the register is defined by the provisions of this Code and upon the decision of the Council of Ministers (DCM).

DISCIPLINARY MEASURES

Article 37

(Amended by Law No.9125, dated 29.07.2003, Article 16)
(Amended by Law No.136/2015, dated 5.12.2015, Article 19)

Disciplinary measures are mainly anticipated in the collective employment contract. In any case, the individual contract shall refer to relevant acts related to disciplinary measures. The disciplinary procedure of the disciplinary measure by the employer must guarantee the employee's right to be heard, defended, to set out facts and evidence within a reasonable time.

AVAILABILITY OF THE CODE

Article 38

Availability of the legislation

(Amended by Law No.136/2015, dated 5.12.2015, Article 20)

The employer shall make available to employees, at any enterprise, the Labor Code, and any other law governing the obligations and rights between employees and employers.

SAFETY AND HEALTH PROTECTION

CHAPTER VIII

Article 39

EMPLOYER'S RESPONSIBILITY

(1) The employer must clearly set the rules of technical safety in order to prevent the accidents and occupational diseases.
(2) The employer shall pay the difference between the damage and the remuneration received by the employee from social insurance, when the accident or occupational disease is the consequence of the employer's severe guilt.
(3) When the employer has not registered the employee in social insurance, he must cover all the expenses incurred by the employee as a result of the accident or occupational disease and all the damages as a result of non-registration.

GENERAL MEASURES

Article 40
(Amended by Law No.9125, dated 29.07.2003, Article 17)
(Amended by Law No.136/2015, dated 5.12.2015, Article 21)

(1) The employer is obligated to take care of the hygiene of the workplace. The employer, after consultation with the employees, must take the necessary safeguards against the particular risks posed by toxic substances and agents, vehicles, transportation of heavy weights, air pollution, noise and vibrations, and risks in some branches of the economy, such as construction, civil engineering, mining and chemical industries. The employer must place clear and distinct signals in any workplace posing a risk to the life and health of employees.
(2) When the nature of the work poses particular risks to the life and health of the employees, according to paragraph 1 of this Article, the employer shall periodically arrange, at his own expense, and upon the advice of the medical practitioner of the enterprise, a professional medical examination and additional medical examinations of the employee prior to hiring and during the employment relation.
(3) The special measures of health insurance and protection are defined by the DCM.

ADMINISTRATIVE AUTHORIZATION

Article 41
(Amended by Law No.8085, dated 13.03.1996, Article 19)
(Amended by Law No.9125, dated 29.07.2003, Article 18)

(1) The employer must obtain a permit from the labor inspector prior to commissioning of the enterprise or part of it, before opening of the working environment, and for any significant changes in the way of work, used products, machines and equipment, excluding permits required under other laws. The classification of the activity, the documentation to be submitted by the employer, and the procedure of issuing the permit by the labor inspector are determined by the decision of the Council of Ministers.

(2) The labor inspector shall communicate to the employer all legal and sub-legal acts for the activity anticipated and shall consider the measures to be taken.
(3) The protective measures set by the labor inspector should not entail disproportionate expenses in relation to the purpose of the activity.
(4) The employer implements his project if, within 30 days from the date of submission of the documentation, he has not been rejected in writing in a motivated way by the labor inspector.

DOCUMENTS TO BE SUBMITTED

Article 42
(Amended by Law No.136/2015, dated 5.12.2015, Article 22)

The employer must always keep in the enterprise and submit the following documents to the labor inspector:
a) a copy of the statements of accidents at work that have taken place in the last three years;
b) a plan, drawing of the workplaces;
b/1) the risk assessment document for each job position, associated with preventive measures;
c) the list of hazardous substances used in his enterprise.
This list should contain sufficient data, allowing the identification of the composition of the substances used, the hazardousness, the protective measures, and the number of employees working with them.

TRAINING OF EMPLOYEES. TAKING OF PROTECTIVE MEASURES

Article 43

(1) The employer must inform the employee about the risks associated with the work and must train the employees for compliance with health, safety and hygiene requirements.
(2) Qualification and information provided in the preceding paragraph shall be made during recruitment and shall be repeated as appropriate, in particular in case of changes in working conditions.
(3) The employer should explain to employees exposed to risks the necessity of implementing technical and hygiene safety measures.

Article 44

(1) The employee must apply the measures set forth by the employer and inform him in case of difficulty for their implementation.
(2) Only qualified persons may operate mechanical and electrical machinery and equipment.

A. WORKPLACE

REGULATION OF THE WORKPLACE

Article 45
(Amended by Law No.136/2015, dated 5.12.2015, Article 23)

(1) The workplace, in all its constituent parts, shall be adapted to the nature of the works to be carried out therein.

(2) The area and space of the workplace shall be sufficient for the employee to be able to perform the work in complete safety and without hindering the circulation in the environment.

(3) The installation of machineries and equipment and the storage shall not hinder circulation and occupy the spaces where work is being carried out.

(4). To the extent possible, the employer respects the rules for the use of spaces at the workplace by persons with disabilities.

(5). The Council of Ministers determines the minimum safety and health conditions in the workplace

STABILITY AND CLEANLINESS

Article 46

(1) The walls, floors, ceilings shall be solid and in good condition. They shall be kept clean.

(2) The walls, floors and ceilings should be cleaned frequently in order to ensure the cleanliness of the premises, the performance of work and area for circulation, the prevention of fires and the protection of workers and the population from any risk of infection by products or animals dangerous to health.

REPAIRS

Article 47

(1) Plastering, painting or covering of floors, walls and ceilings shall be made whenever necessary.

(2) Walls and ceilings shall be periodically checked in order to eliminate and replace parts which pose a risk to the life or health of employees, a risk to the machineries or finished products.

B. WORK ENVIRONMENT

PRINCIPLES

Article 48

(Amended by Law No.136/2015, dated 5.12.2015, Article 24)

1. The employer shall take all the necessary measures to protect the working environment from air pollution, chemical substances, radioactivity, noise and vibrations, and any similar element that is detrimental to the life and health of the employee.

2. The Council of Ministers or its authorized body shall determine the measures to be taken by the employer and the permissible limits of the elements, pursuant to item 1 of this Article.

AIR

Article 49

(Repealed by Law No.136/2015, dated 5.12.2015, Article 25)

Repealed.

NOISE AND VIBRATIONS

Article 50
(Repealed by Law No.136/2015, dated 5.12.2015, Article 25)

Repealed.

C. DANGEROUS MACHINERIES

GENERAL PROTECTION

Article 51

(1) No employee shall use machinery without taking in advance all the necessary protective measures.
(2) The dangerous parts of the machineries must be provided with protective equipment.

MAINTENANCE

Article 52
(Amended by Law No.8085, dated 13.03.1996, Article 20)

The employer shall be diligent so that the repair, maintenance, greasing and control of the machineries, equipment, transmissions or mechanisms that contain mobile parts should only take place after the machinery has been stopped, after being checked and secured by all means in order to put it into operation and after having interrupted the power supply that makes the machinery work.

TRADING OF MACHINES

Article 53

It is forbidden to sell, lease, hand over, display or use machines, the dangerous elements of which, according to Article 51 do not contain the appropriate protective devices.

D. WORKING CONDITIONS AND LOAD

WORKING CONDITIONS

Article 54
(Repealed by Law No.136/2015, dated 5.12.2015, Article 26)

(1) When the employee works continuously or with interruptions at the workplace, an appropriate working chair is made available to him/her.
1/1. When the employee works more than 6 hours per day without interruption, it should be provided a break, free of charge, not less than 20 minutes, which should be given after three

hours and no later than after 6 hours of continuous work. If the employee works more than 9 continuous hours per day, another break is given to him/her, not less than 20 minutes. The duration and time of granting such break must be determined by the individual contract or the collective employment contract.
(2) If the performance of the work requires a standing and bent stay for a long time, short and paid breaks must be provided, not less than 20 minutes every 4 hours of continuous work. For pregnant women a break is anticipated every 3 hours, not less than 30 minutes.
(3) Repealed.

LOADS

Article 55
(Amended by Law No.9125, dated 29.07.2003, Article 19)

(1) It is forbidden for a single person to carry a load weighing more than 55 kg.
(2) The sender or in his absence, the shipper of packages or items weighing more than 55 kg must clearly and consistently mark the weight on the outside part of the wrapping or of the package itself.
(3) The employer shall make available to the employees all the necessary manual or mechanical tools to facilitate the weights they must carry.
(4) For women the weight is up to 20 kg.
(5) For pregnant women and nursing mothers it is forbidden to transport loads that endanger the health of the mother and the child.

E. MOVEMENTS AND FALLS

PASSAGES

Article 56

(1) Passages, corridors, doors and exits in case of danger shall be free of any obstacles of materials or objects impeding the movement of people and vehicles or evacuation in case of fire.
(2) Work premises, located on floors or underground must always have a staircase of sufficient width, with support or with handrails.

EXITS

Article 57

Exits that may be located on a building’s land should be provided with a suitable and immovable floor or be protected.

SCAFFOLDS. TRESTLES

Article 58
(Amended by Law No.8085, dated 13.03.1996, Article 22)

(1) Appropriately protected scaffolds or work platforms shall be replaced for any hazardous work if carried out in a ladder or other means.

(2) Floors and platforms raised, trestles and access therein shall be constructed, installed and protected in such a way as to secure the employees working in them.

(3) Scaffolds, work and circulating platforms, trestles having an exit to a certain space, shall be provided with protective devices at a height of 1 m by 45 cm above the floor level and plinths at a height not less than 15 cm or other means that provide the same protection.

LADDERS

Article 59

(1) The ladders shall be resistant, it should be calculated the weight they should carry and they should be provided with steps and shall be equally spaced from each other and shall be securely fastened to the supporting parts. They should be of sufficient length to create the possibility for both feet and hands to rest safely.

(2) The stairs should be securely fixed so that they neither shake nor slide.

HODS. WATER HOLES. RESERVOIRS

Article 60

The hods, water holes or reservoirs should be constructed, placed and protected in such a way as to protect the employees from the falls and the risks that may arise in the event parts falling apart, fillings, spills or splashes from various products that cause burns of thermal or chemical origin.

PREVENTION FROM SLIDING

Article 61

(Amended by Law No.8085, dated 13.03.1996, Article 23)

(1) The floor of work installations and traffic areas shall be leveled well and shall be free of any breaks, slit or obstructions that may cause the employees to fall, the normal operation of mobile means, equipment or installations.

(2) All the necessary measures must be taken in order to avoid falling or sliding on the ground, which is with sliding substances, wet or with stains from various substances.

LIGHTING

Article 62

(1) Environmental, workplace and entrance lighting must be sufficient to ensure normal work performance.

(2) Lighting should be perceived, realized and maintained in order to avoid any weariness of vision.

F. FIRES AND EXPLOSIONS

PRINCIPLES

Article 63

(Amended by Law No.8085, dated 13.03.1996, Article 24)
(Amended by Law No.136/2015, dated 5.12.2015, Article 27)

(1) The employer shall carry out a risk analysis of the fire or explosion and take the necessary measures to prevent them, taking into account the nature of the materials used and the environment.
(2) Explosive atmosphere is the mixture in air, in atmospheric conditions, of combustible substances, in the form of gases, vapors or dusts, where, after catching fire, the flames propagate in the entirety of unburned mixtures.
(3) The Council of Ministers establishes the minimum requirements for the protection of employees from the risk of explosive premises.„

VAPORS THAT MAY CATCH FIRE

Article 64

(1) Environments, where substances that emit flammable vapors are processed or stored, shall be ventilated and in no case shall there be any flames or devices, installations or devices which may cause sparks.
(2) The ban on smoking shall be clear and reminded by all the possible means.

EXTINGUISHERS

Article 65

(1) Each working environment must be equipped with sufficient fire extinguishers, which must be kept in good working condition.
(2) In the vicinity of workplaces, which pose greater risk, reserves of water and sand should be kept.

INSTRUCTIONS FOR EMPLOYEES

Article 66

(1) The employer must notify the employee of the risks from fire and various explosions, and about the protective means to prevent the occurrence of such hazards.
(2) The employer shall teach the employees how to use fire extinguishers and other means of fire protection.
(3) The employer shall inform the employees of the exit routes in case of fire and organize at least once a year exercises related to fire fighting and evacuation of persons.

PROTECTION FROM ATMOSPHERIC CONDITIONS

Article 67

(1) When employees work outdoors, in construction sites, public works, agriculture or industry, they must be provided with a shelter to be located at such a distance that the employees freely use it.
(2) The guards of each enterprise shall remain in a certain environment.

INDIVIDUAL EQUIPMENT

Article 68

(1) When collective protection measures are insufficient to protect the employees, the employer shall make available to the employees, free of charge, individual protective equipment for protection from occupational hazards.
(2) Equipment must be tested and cleaned before being given to the employee. They must be in good working condition at any time and stored in areas protected from dust and other pollutants.

G. DRINKS. NUTRITION

DRINKS

Article 69

The employer must put at the disposal of the employees potable water, at least 6 liters a day per person.

FOOD

Article 70
(Amended by Law No.136/2015, dated 5.12.2015, Article 28)

(1) The employer shall make available to the employees a special place for eating with acceptable hygienic conditions, when justified by the number of employees, distance of workplace, place of residence or manner of work organization.
(2) The Council of Ministers shall determine the number of employees for the fulfillment of the obligation provided in paragraph 1 of this Article, and the hygiene and sanitary conditions to be met a special place for eating.

H. WARDROBE. SANITARY INSTALLATIONS

PERSONAL BELONGINGS

Article 71

The employees should be able to change their clothes, put them and their belongings in a place protected from appropriations, difficult atmospheric conditions and polluting sources.

SANITARY INSTALLATIONS

Article 72

(1) The employer shall make available to the employees the necessary means to ensure personal hygiene, water in sufficient quantity, soap, cleaning and wiping means.
(2) Showers shall be installed in an enterprise where work that pollutes and befouls is done.
(3) WCs must be in sufficient numbers. They should be placed in each premises and ensure their ventilation.
(4) Hygiene rooms for women should be built in each enterprise.

HOUSING. ACCOMMODATION

Article 73

Residences given to employees by the employer must have acceptable hygiene and cleanliness, and WC for men and women.

MAINTENANCE

Article 74

Sanitary equipment and personal use premises must be kept in a clean state by employees.

FIRST AID

Article 75

(1) In each enterprise, appropriate measures shall be taken to provide first aid to any person injured at the workplace.
(2) At each enterprise, at least one staff member, for each group, must have received the necessary instructions to provide first aid in urgent cases.
(3) In each working environment, the emergency aid kit shall be provided regularly with the necessary materials and tools.

DURATION OF WORK AND LEAVES

CHAPTER IX

DEFINITIONS

Article 76
(Amended by Law No.136/2015, dated 5.12.2015, Article 29)

(1) The duration of the work means the time during which the employee is at the employer's disposal, including the time during which he or she is following professional training or re-training permitted by the employer. The time of work does not include the time of leave during which the employee is not available to the employer.
(2) It is not included in the daily work duration the time an employees needs to come to the individual workplace and to leave from it. Exceptions are regulated by the DCM.

A. DAILY DURATION OF WORK

DEFINITION

Article 77

Daily work duration means the effective daily working time from 0 to 2400 of the same day, excluding vacations.

DURATION OF WORK AND DAILY BREAKS

Article 78
(Amended by Law No.9125, dated 29.07.2003, Article 20)

(1) The normal daily working time is not more than 8 hours. It is determined by a decision of the Council of Ministers in the collective or individual contract of employment within the limits of the maximum weekly working time.
(2) Repealed.
(3) For employees under 18 years of age, the daily working time is no more than 6 hours a day.
(4) Daily break is at least 11 hours without interruption within the day or in case of need for two consecutive days.

BREAKS

Article 79

(1) The starting and ending of working hours are determined in the collective labor contracrt or in the individual contract in the limits provided by the DCM.
(2) The time and duration of daily breaks shall be set out in the collective labor contract or in the individual contract, within the limits provided by the DCM.

Article 79/1
Work shifts
(Added by Law No.136/2015, dated 5.12.2015, Article 30)

Work at night is considered to be the work carried out by employees following each other in the same jobs, according to a certain order, at different times, over a given period of days or weeks.

WORK AT NIGHT

Article 80
(Amended by Law No.136/2015, dated 5.12.2015, Article 31)

(1) Work at night means the work carried out from 2200 to 600 o'clock in the morning.
(2) The duration of work at night and the work carried out one day before or afterwards shall be no more than eight hours without interruption. They should be preceded or followed by immediate daily rest.

(3) Employees who work at night are all employees who work at least 3 hours of their daily work, as normal, overnight, or who are likely to perform a certain part of their annual working time at night, as defined by law and in individual or collective agreements.
(4) Special laws may provide cases of exclusion from night work, for specific categories of employees.

ADDITIONS TO SALARY

Article 81

(1) Every working hour from 1900 to 2200 gives the right to an additional amount to salary of not less than 20 percent.
(2) Every working hour between intervals 2200 and 600 gives the right to an additional amount to salary of not less than 50 per cent.

B. WEEKLY WORKING TIME

DEFINITION

Article 82

Weekly working duration means the working time from Monday morning at 0 to next Sunday at 2400.

MAXIMUM WEEKLY DURATION OF WORK

Article 83
(Amended by Law No.9125, dated 29.07.2003, Article 21)

The normal duration of the working week is no more than 40 hours. It is determined by a decision of the Council of Ministers in the collective or individual labour contract.

DIFFICULT JOBS

Article 84

The Council of Ministers sets a reduced weekly duration for jobs that are difficult or which are harmful to health.

C. WEEKLY BREAKS AND HOLIDAYS

WEEKLY BREAKS

Article 85
(Amended by Law No.136/2015, dated 5.12.2015, Article 32)

(1) Weekly break is not less than 36 hours, of which 24 hours without interruption.
(2) Weekly break includes Sunday.
(3) Weekly break is not payable.
(4) Exceptions are regulated by the DCM or collective agreement.

OFFICIAL HOLIDAYS

Article 86

(Amended by Law No.8085, dated 13.03.1996, Article 25)
(Amended by Law No.9125, dated 29.07.2003, Article 22)

(1) As a rule, work on official holidays is prohibited.
(2) The employee has the right to be paid on official holidays. When the official holiday is on weekly breaks, the holiday is postponed to Monday.
(3) Exceptions to working on official holidays shall be determined by the DCM or in the collective agreement.

WORK ON SUNDAYS OR OFFICIAL HOLIDAYS

Article 87

(Amended by Law No.8085, dated 13.03.1996, Article 26)
(Amended by Law No.9125, dated 29.07.2003, Article 23)
(Amended by Law No.136/2015, dated 5.12.2015, Article 33)

1. Work performed on a weekly holiday shall be compensated by an additional payment of not less than 25% or with a paid holiday equal to the duration of the work performed plus an additional leave not less than 25 per percent of the duration of this work.
2. Work performed on official holidays when they are business days shall be compensated by an additional payment not less than 25 per cent and a paid holiday equal to the duration of the work performed on official holidays.
3. The leave is taken one week before or after work.
4. When the official holiday day is on a weekly holiday, then the holiday is postponed for the next working day.
5. The manner and amount of compensation shall be determined by a decision of the Council of Ministers, collective agreement or individual contract.

D. ADDITIONAL HOURS

DEFINITION

Article 88

(1) An extra hour means every hour worked over the normal daily or maximum weekly working time.
(2) It is called an additional hour every hour worked over the normal working time of a part-time employee.

OBLIGATION TO WORK ADDITIONAL HOURS

Article 89

(Amended by Law No.136/2015, dated 5.12.2015, Article 34)

If circumstances require the performance of additional working hours, the employer may ask the employee to carry out additional working hours for as long as possible and necessary and taking into account the personal and family conditions of the employee.

MAXIMAL NUMBER OF ADDITIONAL HOURS

Article 90

(Amended by Law No.8085, dated 13.03.1996, Article 27)
(Amended by Law No.136/2015, dated 5.12.2015, Article 35)

(1) The maximum duration of the additional hours shall be determined in the collective labor contract or individual labor contract. The employer may require the performance of additional working hours, but not more than 200 hours a year.
(2) No weekly additional hours may be required when the employee has completed 48 working hours per week. In special cases, for up to 4 months, work may be carried out for more than 48 hours per week, but the average weekly working time for this period should not exceed 48 hours.
(3) The Council of Ministers shall establish special rules for carrying out additional hours for work that is particularly difficult or harmful to health.
3/1. It is forbidden to perform additional hours of work by pregnant women and after childbirth, until the child reaches the age of 1.
3/2. It is forbidden to carry out additional hours for persons with disabilities for objectively justified reasons related to their degree of disability and the nature of work for which additional hours are required.
(4) Upon the authorization of the Labor Inspectorate, the maximum duration of additional hours may be exceeded in cases of force majeure or urgent work for the benefit of the population.

COMPENSATION

Article 91

(1) The employer for the additional hours of work that have not been compensated with a leave shall pay to the employee the normal wage and an addition of not less than 25 per cent of it, unless otherwise provided in the collective contract.
(2) The employer may, in agreement with the employee, compensate the additional hours of work with a break at least 25 per cent greater, which corresponds to the duration of additional hours and is given within two months of the day of work, except of the cases when otherwise provided in the collective contract.
(3) Additional hours of work performed during the weekly or official holidays are compensated with leave or salary at least 50 percent greater than the additional hours worked or the normal salary, unless otherwise provided in the collective contract. Such compensation also includes the compensation stated in the preceding paragraphs.

E. ANNUAL LEAVES

DURATION

Article 92
(Amended by Law No.9125, dated 29.07.2003, Article 24)
(Amended by Law No.136/2015, dated 5.12.2015, Article 36)

(1) The duration of paid annual holidays shall be determined by collective employment contract or individual employment contract.
(2) The duration of annual leave is not less than 4 calendar weeks during the current working year. Annual holidays do not include official holidays. If the official holiday falls on the annual paid holiday, the annual leave is postponed.
(3) When the employee has not completed a full year of work, the duration of paid annual leave shall be determined in relation to the duration of the employment. Temporary disability periods are considered as working time.

DAYS OF ANNUAL LEAVE

Article 93
(Amended by Law No.9125, dated 29.07.2003, Article 25)
(Amended by Law No.136/2015, dated 5.12.2015, Article 37)

(1) The employer, taking into account the employee's wish, determines the date for the commencement of paid annual leave. The start date of annual leave is notified to the employee at least 30 days in advance.
(2) The annual leave shall be postponed when the employee during the period of this leave has been hospitalized or stayed at home due to illness or accident, proved by a medical report.
(3) Annual leave shall be granted during the working year or until the end of the first quarter of the following year, but shall never be less than one calendar week without interruption.
(4) The right to leave not granted by the employer or not received by the employee shall be prescribed within three years from the day on which the employee is entitled to such right.

SALARY

Article 94
(Amended by Law no. 8085, dated 13.03.1996, Article 28)
(Amended by Law no.136/2015, dated 5.12.2015, Article 38)

(1) The salary to be paid for the annual leave is the one that the employee would benefit even if he/she did not take it. To this salary, a fair compensation shall be added, corresponding to the part of the salary benefited in kind; the calculation criteria for this salary shall be determined by the Council of Ministers.
(2) The salary that is given for the paid annual vacations is the one that exists at the moment of taking them.
(3) In the case of a changeable salary, the salary that is given for the paid annual vacations is calculated on the bases of the average monthly salary of the preceding year: it is indexible.
(4) The salary for the annual vacations is paid to the employee at the moment of taking them.

(5) the annual vacations shall not be replaced by payment, except for the cases when the work relations have terminated and the employee has not consumed the vacations which belong to him. In such a case, he is entitled to an award equal to the payment of these vacations.
(6) If the employee, during the annual vacations with pay, carries out a job payable by a third party, which runs contrary to the legitimate interests of the employer, the latter may not give him/her the salary for the vacations with pay or may ask him/her to return the prepaid salary.

REGISTER

Article 95
(Amended by Law no. 136/2015, dated 5.12.2015, Article 39)

The employers are obliged to keep the registers of the salaries and paying of contributions, which are actualized every month for all the employees who work for them, and present these registers as often as requested by the labour inspectors.
The employers must keep a register, in accordance with the rules defined by this law, where, for each employee, they record the date of the commencement of work, the duration of the vacation he/she is entitled to, the dates on which the vacations are taken and the salary paid for the annual vacations with pay.

OTHER VACATIONS

Article 96
(Amended by Law no. 136/2015, dated 5.12.2015, Article 40)

(1) In the case of the marriage or death of any of the spouses/cohabitant, of his/her direct predecessors and descendants, the employee benefits 5 days of paid leave.
(2) In the case of a serious sickness of his/her family members, cohabitants, direct predecessors or descendants, which is certified by medical certificate, the employee benefits not more than 30 days of unpaid leave.
(3) In the case when a child is born, the spouse/cohabitant benefits 3 days of paid leave.

SPECIAL PROVISIONS

Article 97
(Amended by Law no. 136/2015, dated 5.12.2015, Article 41)

(1) The Council of Ministers sets specific rules in favour of the legal and physical persons to the extent that their specific situation on the work duration and vacation, makes it necessary:
a) for the enterprises that provide bread and other equipment that is easily damaged;
b) for the hotels, restaurants, coffee bars, cultural institutions and the enterprises that provide the hotels, restaurants and coffee bars in case of particular events;
c) for the enterprises that meet the needs of tourism;
d) for the enterprises of agriculture, gardening, forestry and pastures;
e) for the enterprises of motor-road, rail, maritime and air transport, the enterprises that supply vehicles with fuel or that maintain and repair them;
f) for the written and spoken press;
g) for the institutions of education, culture, clinics, hospitals, medical cabinets and drug stores;

h) for the construction sites, mines and stone quarries, which, because of their geographic situation or specific climate or technical conditions, require a particular arrangement of the working time;
i) for the enterprises where regular or periodical work at night, on Sunday or other official red-lettered days is necessary;
- for technical reasons, especially when the process of work cannot be interrupted because of the danger posing for the employees or the environment or because of the technology of production;
- for economic reasons, especially when the interruption or restarting of the working process requires large investment and amortization funds;
j) for the persons whose presence is indispensable, as well as for those that have frequent business trips.
(2) Invalid shall be all the specific provisions that impinge the right of the employees to the paid annual vacations, as defined by this Code.

SPECIAL PROTECTION FOR CHILDREN AND WOMEN

CHAPTER X

A. SPECIAL PROTECTION FOR CHILDREN
THE MINIMUM AGE

Article 98
(Amended by Law no. 9125, dated 29.07.2003, Article 26)
(Amended by Law no. 136/2015, dated 5.12.2015, Article 42)

(1) The employment of children under 16 years of age is prohibited.
(2) A child, according to this Code, is any person under 18 years of age.
(3) Exceptionally, children from 15 to 16 years of age may be employed during school vacations, only in easy jobs, according to the stipulations in article 99 of this Code.
(4) Children from 15 up to 16 years of age may be a subject of the counselling and of vocational education, according to the rules stipulated by a decision of the Council of Ministers.
(5) Children under 15 years of age or the children who are attending the mandatory full-time education, may be employed for the purposes of the cultural activities or similar ones to them, according to the stipulations in article 102 of this Code.
(6) The special provisions of the Labour Code that are enforced for the employees under 18 years of age shall be enforced for as much as possible for any legal relation of the employee who wants employment or a job in whichever type of profession.

EASY JOBS

Article 99
(Amended by Law no.8085, dated 13.03.1996, Article 29)
(Amended by Law no.9125, dated 29.07.2003, Article 27)

(Amended by Law no.136/2015, dated 5.12.2015, Article 43)

(1) Children from 16 to 18 years of age may be employed in easy jobs, according to the stipulations in this article.

(2) According to the meaning of this Code, an "easy job" is that job, which due to the inseparable nature of the duties and the special conditions under which it is performed, does not impinge:

i) safety, health and the development of children;

ii) the participation of children in school, in instructive vocational or training programs adopted by the responsible institutions, or the capacity of the children to benefit from this education.

(3) The Council of Ministers defines the easy jobs and sets specific rules for the maximum duration and conditions of performing the job for children, according to paragraohs 1 and 2 of this article and article 98 of this Code.

The Council of Ministers defines the easy jobs and sets specific rules for the maximum duration and conditions on performing the job for adult employees, over 18 years of age.

DIFFICULT OR DANGEROUS JOBS

Article 100

(Amended by Law no.9125, dated 29.07.2003, Article 28)

Only the adults over 18 years of age may be employed to carry out difficult jobs or jobs that pose danger for their health or personality

The difficult or dangerous jobs and special rules on their duration and conditions of performing them are stipulated by a decision of the Council of Ministers.

Article 101

NIGHT WORK

(Title added by Law no.8085, dated 13.03.1996, Article 30)

Forbidden to carry out night work are the employees under 18 years of age and those recognized as invalids on the basis of the medical certificate and in accordance with the law on social insurance.

SPECIAL PROVISIONS

Article 102

Employment of children for cultural activities or similar ones to them

(Amended by Law no.136/2015, dated 5.12.2015, Article 44)

1. Children under 15 years of age, who are attending the mandatory full-time education may be employed to exercise cultural, artistic, sportive or advertising activities, only if the following conditions are fulfilled simultaneously:

a) the cultural activities or other ones to them shall comply with the requirements provided for in paragraph 2 of article 99 of this Code;

b) the Labour Inspectorate provides the preliminary authorization case by case.

2. The Council of Ministers set out, upon a special decision, the rules regarding the work conditions and the procedure for providing the authorization, according to the provisions of paragraph 1 of this article.

MEDICAL CHECK

Article 103

(1) The juveniles under 18 years of age shall be employed only when they are recognized as capable of working after a complete medical check.
(2) For certain jobs, the Council of Ministers shall decide that even the adults up to 21 years of age shall 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.

B. SPECIAL PROTECTION FOR WOMEN

PROHIBITION OF WORK FOR PREGNANT WOMEN AND YOUNG MOTHERS

Article 104

(Amended by Law no.9125, dated 29.07.2003, Article 29)
(Amended by Law no.136/2015, dated 5.12.2015, Article 45)

(1) Pregnant women are forbidden to work during the 35 days that precede the expected date of giving birth to the baby and 63 days after giving birth to the baby. The first period becomes 60 days, when the woman is expected to give birth to more than one child.
(2) Pregnant or breast-feeding women may not be employed to carry out difficult or hazardous jobs, which jeopardize the health of the mother and child. The Council of Ministers shall define the difficult or hazardous jobs, which jeopardize the health of mother and child as well as special rules for the working conditions concerning pregnant or breast-feeding women.
(3) When the pregnant woman, the woman who has just given birth to a child and/or the breast-feeding woman decides to return to the previous job after the period stipulated in paragraph 1 of this article, but the previous job is not deemed appropriate according to the stipulations in the legislation on the protection of the safety and health at work, the employer takes the necessary measures to ensure the temporary adjustment of the work conditions and/or of the work hours to avoid any risks towards the employee and/or her child.
(4) In case the adjustment of the conditions or of the working hours, according to paragraph 3 of this Article, is technically and/or objectively unrealizable, or in case it cannot be required based on appropriately reasoned grounds, the employer transfers the employee to another similar job which is appropriate for her.
(5) In case the transfer, according to paragraph 4 of this article, is technically and/or objectively unrealizable, or in case it cannot be required based on the appropriately reasoned grounds, the employee enjoys the profits, according to the legislation on social insurance in force, for all the period which is necessary to protect her and/or the child's safety and health.
(6) The Council of Ministers stipulates the non-exhaustive list of the factors, processes and work conditions which damage the safety and health of the mother and/or of the child, as special rules for the work conditions for pregnant women, for the women who have just given birth to a child and the ones who are breast-feeding.

MATERNITY LEAVE

Article 105

(Amended by Law no.8085, dated 13.03.1996, Article 31)
(Amended by Law no.9125, dated 29.07.2003, Article 30)
(Amended by Law no.136/2015, dated 5.12.2015, Article 46)

(1) The law on social insurance defines the income benefited in case of giving birth to a baby.
(2) Beyond the prohibition period to work, provided for in Article 104, the woman may refuse to work to benefit incomes from Social Insurance. After the 63-day period after giving birth to a child, the woman decides herself if she wants to work or to benefit from social insurance.
(3) If the woman decides, with her own shall, to work after the 63-day period after giving birth to the child, upon an agreement with the employer, regarding the feeding of the baby, she is entitled to choose as follows, until the child becomes 1 year old:
   a) a 2-hour paid break within the normal duration of work; or
   b) work duration, reduced by 2 hours, with the same salary as if she worked for the normal daily work duration.
(4) Upon the expiration of the maternity leave, the employee is entitled to return to her position or to an equivalent position, under conditions which are not less favourable for her, and to benefit every improvement of the employment conditions, she would benefit during the absence.

Article 105/a

(Added by Law no.9125, dated 29.07.2003, Article 31)
(Amended by Law no.136/2015, dated 5.12.2015, Article 47)

1. Prohibited are pregnancy tests before starting employment, if they are demanded by the employer, except for the cases where the workplace requires to work under conditions that may negatively influence on pregnancy, or that may harm the mother's or child's life or health. During the pregnancy, upon an agreement with the employer, the woman is entitled to have medical check-ups, when they are necessary to be carried out during the work hours.
2. In the cases when the employer terminates the contract, when the woman is working while being pregnant, or back at work after the child delivery, according to Article 30 of this Code, the employer is responsible to certify that the dismissal reason was not either pregnancy or child delivery.

ADOPTION LEAVE

Article 106

(Amended by Law no.136/2015, dated 5.12.2015, Article 48)

(1) In case of adopting a newborn baby, the woman enjoys the right to the leave defined by the law on social insurance. Only one of the parents, the adoptive mother or father, may benefit from the adoption leave.
(2) During this period, the employer cannot oblige the adoptive parent who has benefited the adoption leave to work.
(3) Upon the expiration of the adoption leave, the employer is entitled to return to his/her position, or to another equivalent job position to it, under conditions

which are not less favourable for him/her and to benefit from any improvement of the employemnt conditions, he/she would benefit during his/her absence.

TERMINATION OF CONTRACT

Article 107
(Amended by Law no.136/2015, dated 5.12.2015, Article 49)

(1) Invalid shall be the termination of the contract of employment announced by the employer in the period during which the woman pretends to benefit income from Social Insurance because of the child delivery or adoption.
(2) When the termination of the contract of employment is announced before the protection period, as defined by Article 104, and the notice deadline still remains valid, this deadline shall be suspended during the protection period. The notice deadline restarts to be valid only after the expiration of the protection period.

NIGHT WORK

Article 108
(Amended by Law no.9125, dated 29.07.2003, Article 32)
(Amended by Law no.136/2015, dated 5.12.2015, Article 50)

(1) The employer cannot order the execution of the work at night for pregnant women and the women who have delivered a baby, until the baby is one year old, if it is harmful for the safety and the health of the woman and/or of the child, which shall be verified with a medical certificate.
(2) When the pregnant and/or the breast-feeding woman, who decides to return to work after the 63-day period after birth, becomes inappropriate to work at night, which is something verified through a medical certificate, but who is not inappropriate to work during the day, she is transferred to a similar day job, for which she is appropriate.
(3) According to paragraph 2 of this article, if the transfer is technically and/or objectively irrealizible, the employer enjoys the benefits, according to the legislation on social insurance in force for all the period which is necessary to protect her and/or her child's safety and health.
(4) The Council of Ministers sets specific rules for the cases when the work at night is permitted for pregnant women, for the women who have given birth to a child, until the child is one year old as well as for the breast-feeding women.

SALARY

CHAPTER XI

A. SALARY SETTING

DEFINITION

Article 109

(1) By salary is meant the basic salary including its increases of permanent character.

(2) The compensation that the employee receives for the expenses occurring because of his/her professional activity shall not be considered as constituent elements of the salary.

SALARY VALUE

Article 110

(1) The employer pays the employee the salary 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 salary for that particular kind of job.
(2) The salary may be calculated on the basis of time, in accordance with the performed job (unit-related salary, duty-related salary, or commission-related salary); the salary 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 at least the same salary as that of the employee who is paid on the basis of time and carries out the same job.

MINIMUM SALARY

Article 111
(Amended by Law no.136/2015, dated 5.12.2015, Article 51)

(1) The salary may not be lower than the minimum salary set by the DCM.
(2) The minimum salary shall be set on the basis of:

a – the economic factors, the demands of the economic development and the decrease of unemployment, 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 set e lower salary than the minimum salary at national level for the cases of learning the profession in the system of education and professional training in a double form.

COMMISSION

Article 112

(1) The commission is the reward recognized to the employee for an activity that he/she must carry out or complete with a client to the benefit of the employer.
(2) When the parties have agreed on a business commission, the employee enjoys the right to benefit the fixed amount once the client gets free from his/her obligations.
(3) Invalid shall be the agreement on the basis of which the employee must be held responsible for the damage, which is a consequence of the wrong execution of his/her obligations on the part of the client.

SHARING THE RESULTS

Article 113

When, on the basis of the contract, the employee enjoys the right to benefit a certain service in relation to the result of exploitation, this shall be calculated on the basis of the law and the generally recognized commercial principles.

REWARD

Article 114
(Amended by Law no.8085, dated 13.03.1996, Article 33)

(1) If the parties agree, the employer gives to the employee a special reward in addition to his/her salary at the end of the year, taking full consideration of the quality of his/her work and the economic performance of the enterprise.
(2) When the employer gives to the employee a reward for three consecutive years without expressed reservations, he/she shall be obliged to give this reward in the future as well. In this case, with the exception of the employer's expressed reservations, if work relations terminate before the moment of profiting the reward, the reward shall be given in proportion with the time of the work done.

EQUALITY BETWEEN SEXES IN TERMS OF REWARD.

Article 115
Equality in terms of rewards
(Amended by Law no.136/2015, dated 5.12.2015, Article 52)

(1) The employer pays the employee equally for the same work or work of an equal value, without discriminating for any of the grounds mentioned in paragraph 2, Article 9 of this Code.
(2) Direct or indirect discrimination is banned according to article 9 of this Code, regarding all the aspects and the conditions of rewarding for the same work or the work of an equal value. Equal salary, without discrimination, is the salary, which:
   a) is calculated based on the same measurement unit, for the same normed work;
   b) is the same for the same work position for the work measuered by time.
(3) According to this Article, the salary refers to the normal base or minimum salary or to the salary and any other payment, benefited by the employee directly or indirectly, awarded by the employer, for the work done.
(4) Equal workl or work of equal value is based on all the respective criteria, especialluy on the nature of the work, its quality and quantity, work conditions, professional background and seniority at work, the physical and intellectual attempts, experience and responsibilities. The changes in the salary, which are based on objective criteria, stipulated in this paragraph, shall not be considereed discrimination in the salary.
(5) The discrimination in the salary is eleminated when the employer provides to the discriminated employee, a salary which includes all the priorities enjoyed by the other employees in a comparable situation.

B.PAYMENT

INDISPENSABILITY

Article 116

(1) The employer regularly pays the salary to the employee every two weeks when the salary is calculated on the basis of hours, days and weeks, and at the end of each month when the salary is calculated on the basis of months, unless otherwise defined by a written agreement.
(2) The participation in the annual result is paid when it is made public not more than three months after the termination of the financial year.
(3) The employer gives to the employee an advance payment within the limits of the amount of the work done when it is possible and indispensable. The advance payment may be subtracted from the salary on the payday.

SUBTRACTIONS FROM SALARY

Article 117
(Amended by Law no.8085, dated 13.03.1996, Article 34)

(1) The employer subtracts from the employee's salary the income tax, the contributions of social and health insurance, which are defined by law, sub-legal acts, collective or individual contracts.
(2) The employer, only through a written authorization given by the employee, may subtract Trade Union fees from the salary. This authorization may be repealed at any time.

MANNER OF PAYMENT

Article 118
(Amended by Law no.8085, dated 13.03.1996, Article 35)
(Point 1/1 added by Law no.9125, dated 29.07.2003, Article 33)
(Amended by Law no.136/2015, dated 5.12.2015, Article 53)

(1) The salary is given only through the bank system. It shall be paid in the Albanian currency, unless otherwise provided for by the agreement between the parties.
(1/1) The employer provides to the employee, periodically, in verifiable modes and means, before or right after the execution of the salary, evidence for all the elements of the salary, the additions that have been benefited and what has been kept, according to the legislation in force.
(2) Apart from the salary, the employer may benefit a payment in kind, for the accommodation and the food which is consumed during the break in the company by the employee. As concerns the payment in kind, the parties agree only in writing and within the limits determined by the decision of the Council of Ministers. The value of the payment in kind shall be fair and reasonable. The monthly amount of the payment shall not exceed 20% of the monthly salary.

SALARY CALCULATION

Article 119

(1) For each salary, the employer provides the employee with the calculation including the total sum of the salary, the calculation bases if it is changeable, as well as all the subtractions from it. (2) When the salary is not calculated in due time, the employer is obliged to provide the employee with the required information, or instead of him/her, an expert appointed upon their mutual agreement; or if the contrary is true, an expert appointed by the court. He/she authorizes the employee or the expert to consult the necessary books and documents to the extent such a control requires.

INTEREST RATES IN CASE OF DELAY

Article 120
(Amended by Law no.8085, dated 13.03.1996, Article 36)

If the payment of the salary is delayed, the annual interest rates of the tax in case of delay are not less than 10 per cent of the unpaid amount and, in all the cases, not less than 150 per cent of the inflation rates during the period of delay.

C. **PROTECTION**

REJECTION

Article 121

(1) Accepting the calculation and depositing of the salary without rejection on the part of the employee is not considered as a withdrawal from the salary, form a part of it or from the compensations that he/she is entitled to.
(2) Invalid shall be the withdrawal from the salary for the work carried out on the basis of the contract by the employee during work relations or one month after their termination.
(3) Also invalid shall be the withdrawal from the salary belonging to the employee until the termination of the notice deadline, when the contract entered into is of no defined duration; when the concluded contract is of defined duration, the withdrawal from the salary belonging to the employee shall be invalid until the termination of the notice deadline related to the contract of undefined duration.

FREE USE OF SALARY

Article 122
(Amended by Law no.8085, dated 13.03.1996, Article 37)
(Amended by Law no.9125, dated 29.07.2003, Article 34)

(1) Invalid shall be payment or holding of the future salaries as surety, with the exception of the cases where the employee shall implement a court decision, which should not affect the intact salary.
(2) The employer may compensate the salary by a loan granted to the employee, provided that the intact salary remains unaffected. The obligations stemming from a deliberately caused damage are compensated without restrictions.
(3) Forbidden shall be the fines rendered by the employer, with the exceptions of the sanctions defined by a collective contract.
(4) The agreements to use the salary in favor of the employer are invalid.

Article 123

INTACT SALARY

(Amended by Law no.9125, dated 29.07.2003, Article 35)

(1) Salary shall be considered intact to the extent that it is necessary to secure the living of the employee and of his/her family.
(2) The court shall fix the intact salary case by case. While deciding on this, the court considers the necessary expenses related to food, rent, clothes, as well as the fiscal obligations, or the compulsory social insurance contributions of the employee and of his/her family.
(3) If the court decides that it is unable to assess all the elements to fix the intact salary, the latter shall be equal to the minimum salary on domestic scale as defined by the Decision of the Council of Ministers.

INCAPABILITY TO PAY

Article 124

(Amended by Law no.136/2015, dated 5.12.2015, Article 54)

(1) By incapability to pay is meant the situation connected with the active assets of the employer and aims at paying back his/her creditors, as well as the cases where it is impossible to pay back the obligations to the employees because of the financial situation of the employer.

(2) In case of incapability to pay, the obligations of the employer to the employees shall take priority over all the other obligations even when these obligations shall be guaranteed by means of movable or immovable property and cover:

a) the claims of the employees on the salaries, for a period not less than three months before the termination of employment;

b) the claims of the employee for payments for the holidays, which belong to him, as a result of the work done over the year, during which the work relations were interrupted as well as during the previous year;

c) the payment for redundancy, which belongs to the employee after the termination of the employment.

(3) The obligations of priority of the employer to the employee are not suspended by the procedure of bankruptcy

D. WORK TOOLS AND EXPENSES

WORK TOOLS AND MATERIALS

Article 125

(1) The employer provides the employee with the necessary work tools and materials, which are required to carry out the job, unless otherwise defined by the agreement.
(2) If the employee himself secures the work tools and materials in agreement with the employer, the latter shall be obliged to reward the employee in respect of the amount of expenses that the former has made.

EXPENSES

Article 126

(Amended by Law no.8085, dated 13.03.1996, Article 38)

(1) The employer reimburses the employee for all the expenses resulting from the realization of the work. When the employee is sent to work outside his/her workplace, the employer shall pay him/her the expenses required for this case.
(2) The collective contract of employment or the written contract may provide that the expenses made by the employee himself/herself be paid in the form of a fixed sum as an advance payment calculated on the basis of a working day, working week, or working month. The arrangement of the calculation is valid only in the cases where it covers all the required expenses.
(3) Invalid shall be the contracts that provide for the partial or complete inclusion of the reimbursement in the employee's salary.
(4) Invalid shall be the contracts on the basis of which the employee himself/herself must cover all the expenses or a part of them.

Article 127
(Amended by Law no.8085, dated 13.03.1996, Article 39)

(1) If, in agreement with the employer and for reasons related to work, the employee uses his/her private vehicle or another one made available by the employer, it is the latter that shall cover the usual expenses for using or maintaining the vehicle.
(2) If, in agreement with the employer and for reasons related to work, the employee uses the vehicle, it is the employer that shall pay the taxes on the vehicle and the contributions of insurance against civil liability, as well as the damage related to the amortization.

PAYMENT SCHEDULES

Article 128

(1) The reimbursement of expenses is given on the same day with the salary on the basis of the employer's calculation, with the exception of the cases where the agreement provides for schedules other than that.
(2) When the fulfillment of the contractual obligations regularly requires making of expenses on the part of the employee, the employer shall give him/her advance payments to cover the expenses at given time intervals and in each case on monthly basis.

Article 129

REFUSAL OF GIVING WORK
(Title amended by Law no.8085, dated 13.03.1996, Article 40)
(Amended by Law no.9125, dated 29.07.2003, Article 36)

(1) If the employer refuses to engage the employee in work for any reason that is not related to him/her, the former shall be obliged to pay the employee even when the latter does not continue to work.
(2) The employer may subtract from the salary what the employee has saved because of the obstacle to work, or what the latter has gained by carrying out another job or making profits, which he/she has deliberately given up.
(3) Forces majeure as well as the case where the employee intentionally makes it impossible for the work to be carried out are exceptions.

E. **ABSENCES OF THE EMPLOYEE**

SICKNESS

Article 130
(Amended by Law no.9125, dated 29.07.2003, Article 37)

(1) When the employee cannot work because of sickness, the employer shall pay him/her 80 per cent of the salary for a period of 14 days, which is uncovered by Social Insurance (Article 23, paragraph 1 and Article 25 of the Law No 7703, dated 11.05.1993, "On Social Insurance in the Republic of Albania").
(2) The employee certifies his/her disability to work through a medical certificate issued by a doctor. Upon the request of the employer, the employee is obliged to become subject to examination by another doctor assigned by the employer; this doctor shall declare only the disability of the employee to work, preserving the medical secret.
(3) If there is an incompatibility between the viewpoints of the employee's doctor and those of the doctor assigned by the employer, the employee must become subject to an expertise that shall be trusted to a doctor assigned by the Labor Inspectorate.
(4) The employee loses the rights against the employer when the former unjustly refuses the verification of his/her disability to work.
(5) When the sickness is a consequence of serious negligence on the part of the employee, on the basis of an agreement between the parties, the right to salary is simplified or completely abrogated. In the absence of an agreement, the court shall define this right.

ACCIDENT

Article 131
(Amended by Law no.9125, dated 29.07.2003, Article 38)

When the employee is not able to work because of an accident at work or of an occupational disease, he/she shall benefit compensations from Social Insurance.

CARE FOR DEPENDENT CHILDREN

Article 132

(1) In case of indispensable care for dependent children, the employee shall be entitled to his/her salary with a leave of absence equal to no more than 12 days a year. The employee with dependent children of up to 3 years of age is entitled to a paid leave not longer than 15 days, when his/her child is sick, and this has been proved by a medical report. He/she is entitled to an additional leave of absence without payment, which is not longer than 30 days a year.
(2) The leave is given to the spouse that effectively looks after the child. If such is not the case, then the leave shall be given to both the child's mother and father on alternative basis.
(3) The employer may verify the medical certification to look after the child by assigning another doctor. The provisions governing the verification of disability to work because of sickness shall be applied by analogy.

Article 132/1

Parental leave

(Added by Law no.136/2015, dated 5.12.2015, Article 55)

(1) The employee, who has worked for one consecutive year at the same employer, is entitled to an unpaid leave, not less than 4 months, until the child, he/she is in charge of, reaches 6 years of age. The right to claim the parental leave is individual per each parent and is not transferrable, except for the cases when one of the parents dies. The leave may be given separated, but not less than a week per year. The duration is stipulated by an agreement in writing between the employer and the employee.

(2) In the case of the adoption, the parental leave is given within 6 years from the day of the adoption of the child, but not after the child has turned 12 years of age.

(3) The employee shall notify the employer in writing at least two weeks before the commencement of the parental leave. After the consultation with the employee, the employer is entitled to postpone the commencement date of the leave, until six months, for reasons related to the operational need of the company, when the employee cannot be replaced temporarily, when this leave is claimed simultaneously by several employees or when the work position is of a special importance. The employer notifies the employee, on the reasons for the postponement of the parental leave, in writing, within two weeks from the date of the claim.

FULFILEMENT OF LEGAL OBLIGATION

Article 133

(1) The employer pays the salary for not more than 14 working days to the employee who is absent from work because of the fulfillment of legal obligations.
(2) The employer may subtract from the salary the rewards that the employee receives for the fulfillment of legal obligations.

CLIMATE CONDITIONS

Article 134

The rights of the employees in case of interrupting the work because of extraordinary climate conditions are defined by the decision of the Council of Ministers

EMPLOYEE'S INVENTION COPYRIGHT

CHAPTER XII

INVENTIONS

Article 135

(1) The inventions, be them patented or not, which the employee has made or been involved in during the exercise of his/her activity to the benefit of the employer and in compliance with his/her contractual obligations, belong to the employer.

(2) By means of a written agreement, the employer may exercise the copyright related to the inventions that the employee has made during the exercise of his/her activity to the benefit of the employer; however, this is excluded from the fulfillment of his/her contractual obligations.
(3) The employee, who has made an invention, as defined by the above-mentioned paragraph, informs the employer about this in writing; the latter, within 6 months, shall notify the employee in writing whether he/she wants to gain the invention copyright or leave it to him/her.
(4) If the invention is not left to the employee the employer shall pay him/her a fair reward, taking full consideration of all the circumstances, of the economic value of the invention, of the collaboration of the employer and his/her assistants, of the use of his/her equipment, of the expenses related to the employee and of his/her job in the enterprise.

INDUSTRIAL DRAWINGS AND MODELS. LITERARY AND ARTISTIC WORKS.

Article 136

(1) When the employee creates a work during the exercise of his/her activity to the benefit of the employer and in compliance with his/her contractual obligations, be it protected or not, the employer may use it to the extent that the goal of the contract allows for.
(2) The same rules are applied even to the industrial drawings and models as well as to the computer programs that the employee creates during the exercise of his/her activity to the benefit of the employer and in compliance with his/her contractual obligations.

AVAILABILITY OF THE EMPLOYEES AND TRANSFER OF WORK RELATIONS

CHAPTER XIII

AVAILABILITY OF EMPLOYEES

Article 137
(Amended by Law no.8085, dated 13.03.1996, Article 41)

(1) The employer may not put an employee at the disposal of another employer without the consent of the former. In this case, the first contract between the employer and the employee remains in force.
(2) When an employer puts his/her employee at the disposal of another employer, then the former employer is obliged to grant the employee at least the same working conditions as those that the latter employer has granted to the employees of his/her enterprise, who carry out the same work.
(3) The employer, at whose disposal the employee has been put, has the same obligations to him/her for health protection, insurance and hygiene as to his/her other employees.
(4) When the employer fails to fulfill his/her obligations to the employee who has been put at the disposal of another employer, then the latter, through solidarity with the former employer, shall be held liable for fulfilling the obligations to the employee.

A.TRANSFERRING OF ENTERPRISE

Article 138
PRESERVATION OF RIGHTS

(Amended by Law no.8085, dated 13.03.1996, Article 42)
(Amended by Law no.9125, dated 29.07.2003, Article 39)
(Amended by Law no.136/2015, dated 5.12.2015, Article 56)

(1) The transfer of the enterprise or a part of it, means the transfer of the economic unit or part which preserves the identity, which means being an organised group of resources, which intend the realization of an economic activity, even though this activity is the main or the auxiliary one.
(2) In the case of transferring of enterprise or a part of it, the rights and obligations stemming from that, on the basis of a contract of employment, which remains valid until the moment of transferring, shall pass on to the person subject to the transferring of these right. The employee, even when refusing to change the employer, remains tied to the new employer until the termination of the legal notice deadline.
(3) The person who transfers the rights replies to the person who receives these rights, on the obligations which stem from the work contract, until the termination of the contractual time limit of the notification or of the time limit stipulated in the individual contract.
(4) Dismissal from his/her job of the employee by the employer due to the transferring 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 respect the rules as set in Chapter XIV.

INFORMATION AND CONSULTATION

Article 139
(Amended by Law no.9125, dated 29.07.2003, Article 40)
(Amended by Law no.136/2015, dated 5.12.2015, Article 57)

(1) The person who transfers the rights and their recipient shall notify the trade union, recognized as the representative of the employees, or if such is not the case, the employee interested in the transfer, especially for the motif of the transfer, the legal, economic and social consequences of the employees and the measures that shall be taken towards them. The obligation for notification and consultation, according to this point, shall be enforced even though the decision which causes the transfer is taken by the employer or an entity, or an enterprise that poses control on it.
(2) The person who transfers the rights and the person who acquires them are obliged to provide this information at least 30 days before the transferring takes place.
(3) Within the same deadline, they shall make consultations in relation with the measures that affect the employees because of transferring.
(4) In the case of the employer terminating the contract to the detriment of the employee due to the disrespecting of these procedures, the employee, in addition to the salary he/she shall take during the deadline notice, is entitled to damage compensation equal to six monthly salaries.

Article 139/1
(Added by Law no.136/2015, dated 5.12.2015, Article 58)

The termination of the contract by the employer, because of the fact that the transfer, includes essential changes in the work conditions, against him, is considered as an unjustifiable termination of the work contract of the employer. The employee notifies in writing the employer, on the termination of the contract, within 30 days from the date of the transfer, by submitting the reasosns for terminating it.

TERMIANTION OF WORK RELATIONS

KREU XIV

DURATION OF THE CONTRACT OF EMPLOYMENT

Article 140

(Amended by Law no.9125, dated 29.07.2003, Article 41)
(Amended by Law no.136/2015, dated 5.12.2015, Article 59)

(1) The contract of employment is entered into:
a - for an undefined duration;
b - for a defined duration.
(2) As a rule, the contract of employment is entered into for an undefined duration. Entering into a work contract for a certain period of time shall be justified with objective reasosn, related to the temporary nature of the work, where the employer shall be employed.
Failing to enforce this provision does not violate the validity of the contract but causes the liability of the employer, according to the stipulations in paragraph 2, Article 202 of this Code.

A. CONTRACT OF UNDEFINED DURATION TERMINATION

Article 141

The contract of undefined duration shall end, if one of the parties terminates it, or if the notice deadline expires.

PROBATION PERIOD

Article 142

(1) The first 3 months of work are considered as a probation period, except for the cases where the parties have entered into a contract to carry out the same work.
(2) The probation period me be reduced or removed by means of a written agreement or a collective contract.
(3) During the probation period, each of the parties may terminate the contract by informing the other party about its decision at least 5 days in advance.

NOTICE DEADLINES FOLLOWING THE PROBATION PERIOD

Article 143

(Amended by Law no.9125, dated 29.07.2003, Article 42)
(Amended by Law no.136/2015, dated 5.12.2015, Article 60)

(1) After the probation period, to terminate the contract of undefined duration, the parties shall respect a notice deadline of two weeks, when the employment relation has lasted up to six months, of a month, for the duration of over six months up to two years, of two months for the duration of more than five years.
(2) Repealed.
(3) The deadline notice to terminate the contract shall be extended up to the end of the month. The same rule shall be applied, when the notification deadline is suspended during the period of disability to work or pregnancy (break at inappropriate moment).
(4) When one of the parties terminates the contract without respecting the deadline notice, then the termination shall be considered as a termination of contract with immediate effect.
(5) During the notification period, when the work contract is terminated by the employer, the employee benefits at least 20 hours of payable leave per week to look for a new job. The duration of the leave and the procedures for receiving and using it shall be stipulated in the collective or individual work contract.

Article 144
PROCEDURE OF EMPLOYMENT CONTRACT TERMINATION BY THE EMPLOYER

(Amended by Law no.8085, dated 13.03.1996, Article 44)
(Amended by Law no.9125, dated 29.07.2003, Article 43)
(Amended by Law no.136/2015, dated 5.12.2015, Article 61)

(1) After the probation period, when the employer thinks to terminate the contract of employment, he/she must inform the employee in writing at least 72 hours before the meeting, and talk with him/her.
(2) The employer, during the conversation, shall present to the employee the reasons concerning the decision planned to be taken, and offer him/her the opportunity to express himself/herself.
(3) The termination of the contract shall be made known to the employee within a time limit of 48 hours up to one week after the appointment. In the written notification, the employer stipulates the reasons for terminating the contract , which are related to the grounds such as the capability, the conduct of the employee or the operational request of the company. It shall be made in writing.
(4) When the employer deems that that it is the case of fair motives of immediate dismissal, he can suspend the employee during the procedure.
(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.
(5/1) It’s up to the employer to prove that the procedure provided for by this Article has been respected.
(6) This provision does not apply to the cases of collective dismissals from work, but the reasons in writing on the termination of the contract shall be given to the employee, according to the time limits provided for in paragraph 5, Article 148, of this Code.

SENIORITY-RELATED REWARD
Article 145

(1) The employee shall benefit the seniority-related reward, if the employer terminates the contract, and the labor relations have lasted not less than three years. The employee shall lose

the right to the seniority-related reward, if his/her dismissal from work is of immediate effect and based on reasonable causes.
(2) The seniority-related compensation equals at least to the salary of 15 days of work for each complete working year, which is calculated on the bases of the salary existing at the end of the termination of labor relations. If the salary is changeable, the reward shall be calculated on the average salary of the preceding year, and it shall be indexed.
(3) The seniority-related reward shall be added to the reward, which is given in the case of the termination of contract for reasonable causes, or in the case of the termination of contract of immediate effect for no reasonable causes.

TERMINATION OF CONTRACT FOR NO REASONABLE CAUSES

Article 146

(Amended by Law no.9125, dated 29.07.2003, Article 44)
(Amended by Law no.136/2015, dated 5.12.2015, Article 62)

(1) The termination of the contract by the employer shall 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 violates the prohibition of discrimination according to the stipulations in this code and in the special law for the protection from discrimination;
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 defined by law, or because of his/her participation in Trade Union activities on the basis of law;
f) The employee is a member of the steering body of the trade union and the employer does not have a motif to dismiss him;
g) The employee violates the rules for consultation with the trade union recognized as the representative, or with the employer on the transfer of the company and the collective dismissal;
gj) It is done in contradiction to the provision of paragraph 3, article 144 of this Code, related to the reasons for the termination of the work contract.
(2) If the contract is terminated for no reasonable cause, then the employee has the right to sue the employer at the court within 180 days, starting from the day on which the notice deadline has expired.
(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 salary of one year, which is added to the salary he/she shall 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

TERMINATION OF CONTRACT IN AN INAPPROPRIATE TIME

Article 147

(Amended by Law no.9125, dated 29.07.2003, Article 45)
(Amended by Law no.136/2015, dated 5.12.2015, Article 63)

(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 holiday 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 vocations 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 vocations given by the employer, and it shall restart after the ending of this period.

COLLECTIVE DISMISSAL FROM WORK

Article 148
(Amended by Law no.9125, dated 29.07.2003, Article 46)
(Amended by Law no.136/2015, dated 5.12.2015, Article 64)

(1) The collective dismissal from work shall be considered to be the termination of labor relations by the employer for reasons that have not to do 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 over 100 up to 200 employees; 20 for the enterprises employing over 200 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 shall contain especially 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 30 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 respective ministry concerning the completion of the consultations and sends a copy of this notice to the concerned party. If the parties have failed to agree, the respective ministry helps them to reach an agreement within 30 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) The employer notifies the employees that shall be dismissed, respecting the notification time limits, stipulated in article 143 of this Code, after the expiration of the period determined in paragraph 3 of article, when there is an agreement between the parties and when the respective ministry intervenes, after the expiration of the period stipulated in paragraph 4 of this Article.

(6) The employer failing to respect 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 salary 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 shall give priority to the reemployment of the employees dismissed from work for reasons that are not related with the employees, if he/she employs employees of comparable qualification.

B.CONTRACT OF FIXED DURATION

EXPIRY

Article 149
(Amended by Law no.136/2015, dated 5.12.2015, Article 65)

(1) The contract of fixed duration shall expire at the end of the stipulated time limit, without a preliminary termination.
(2) In case, after the termination of the fixed time limit, the contract is extended in silence beyond this time limit, it is considered as a contract with an indefinite duration.
(3) In case the fixed duration contract is terminated before the time limit, the procedure provided for in Article 144 of this Code is enforced.

Article 149/1
Information on the vcancies and job opportunities

(Added by Law no.136/2015, dated 5.12.2015, Article 66)

1. The employer informs the employee employed through a contract of fixed duration on the vacancies and ensures to him equal opportunities with the other employees to be employed in a job of undefined duration.
2. The employer facilitates the employees with a fixed duration contract and provides appropriate trainings to increase their skills, career development and movability at work.

Article 149/2
Equal treatment

(Added by Law no.136/2015, dated 5.12.2015, Article 66)

The employees with a fixed duration contract cannot be treated in a less favourable way than the employees with an indefinite duration contract, regarding the employment conditions, treatment and career opportunities at work. The employees with a fixed duration contract enjoy the same rights, proportionally, with the employees with an indefinite duration contract.

PROBATION PERIOD

Article 150
(Amended by Law no.9125, dated 29.07.2003, Article 47)

(1) The parties envisage in writing a probation period, which lasts not longer than three months. The probation period may not be envisaged in the cases where the parties have been bound on a contract of employment, of which the object was the carrying out of the same job.
(2) During the probation period, the notice deadline extends to 5 days. If the contract does not become invalid during the probation period, then this shall be included in the duration of the contract of fixed duration.

LONG-TERM CONTRACT

Article 151
(Amended by Law no.9125, dated 29.07.2003, Article 48)
(Amended by Law no.136/2015, dated 5.12.2015, Article 67)

(1) When the parties have been bound on one or more successive contracts of fixed duration for not less than three years, the non-renewal of the final contract by the employer shall be considered as the termination of the contract of indefinite duration. The fixed term contract between the same parties shall be considered as successive even in those cases when there is a short interruption, not longer than three months, after the termination of a contract and the conclusion of the other contract.
(2) When the contract is entered into for more than three to five years, the employee may terminate it after three years. In this case, the deadline notice is two months, and it is extended until the end of the second month. When the contract is entered into for more than five years, the employee may terminate it after five years. In this case the deadline notice is three months, and it is extended until the end of the third month.

SENIORITY-RELATED REWARD
Article 152

With the termination of labor relations that have lasted not less than three years, the employee benefits a seniority-related reward as in the case of the termination of contract of undefined duration by the employer.

C. **IMMEDIATE TERMINATION OF THE CONTRACT**

Article 153
JUSTIFIED GROUNDS

(Amended by Law no.9125, dated 29.07.2003, Article 49)

(1) At any time the employer and the employee may immediately terminate their contract for justified grounds.
(2) Justified grounds shall be considered all the serious circumstances that, in accordance of the principle of mutual trust, do not allow for asking the one who has terminated the contract to continue the labor relations
(3) The court decides itself whether there have been justified grounds for the immediate termination of the contract. Justified grounds shall be considered only those cases where the employee violates the contractual obligations of serious offence, as well as

the cases where the employee repeatedly violates the contractual obligations of non-serious offence, regardless of the employer's written warning.

IMMEDIATE AND JUSTIFIED TERMINATION OF CONTRACT BY THE EMPLOYER OR THE EMPLOYEE

Article 154

(Amended by Law no.9125, dated 29.07.2003, Article 50)

(1) The contract of employment expires with its immediate termination.
(2) When the reasonable causes for the contract termination of immediate effect are connected with the violation of the contract by one party, it shall completely pay the damages to the injured party, as a result of failing to respect the notice deadline.
(3) The court, in the cases where the employee violates the contractual obligations of serious offence, decides that the employer shall not pay the damage as defined by Article 144, paragraph 5.
(4) The employee, who is immediately dismissed from work for reasonable causes, loses the right to seniority-related reward, but he/she preserves the right to the reward for unconsumed holidays. Any other claim, which results from labor relations, may become subject to court examination.

IMMEDIATE AND UNJUSTIFIED TERMINATION OF THE CONTRACT OF EMPLOYMENT BY THE EMPLOYER

Article 155

(Amended by Law no.9125, dated 29.07.2003, Article 51)
(Amended by Law no.136/2015, dated 5.12.2015, Article 68)

(1) The employee enjoys the right to the salary 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.
(2) The employer may subtract from the salary 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 waived.
(3) 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, shall decide to oblige the employer to pay the employee damages that equal to not more than the salary of a working year. With regard to 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.
(4) If the contract is terminated without justified grounds, the employee is entitled to sue the employer at the competent court within 180 days from the day when the work relations are terminated. In the case when the unjustified motif is revealed after this time limit has expired, the employee submits a claim within 30 days from the day when this motif is revealed.

MMEDIATE AND UNJUSTIFIED TERMINATION OF THE CONTRACT BY THE EMPLOYEE

Article 156

(Amended by Law no.136/2015, dated 5.12.2015, Article 69)

(1) When the work contract is terminated by the employer, because it is proved that the employee is not present at the work-place determined at the work contract, or abandons it immediately, without reasonable grounds, and has not notified in writing within 7 days the employer, this is considered as unjustified termination of the work contract by the employee. The employee shall be liable towards the employer financially not more than the salary of a week. He/she shall be liable even for the additional damage, which is the difference between the damage and the salary of a week.
(2) The court may decide on the decrease of the payment of damages if the employer has not suffered any damage, or if the damage is smaller than the amount of damages to be paid as defined by the above-mentioned paragraph of this Article.
(3) When the right to asking to be paid the damages does not expire because of compensation, it shall remain valid for thirty days, starting from the date on which the employee has refused to begin work or abandoned it.

EMPLOYEE'S DEATH

Article 157
(Amended by Law no.9125, dated 29.07.2003, Article 52)

(1) The contract expires with the death of the employee.
(2) In this case, the employer shall pay for the employee the salary of one month, starting from the day of the latter's death, the salary of two months, whereas if the labor relations have lasted for more than three years, and if the employee leaves his/her spouse and juvenile children, or in absence of them, other persons, as defined by the Code of Family.

EMPLOYER'S DEATH
Article 158

(1) With the death of the employer, the contract shall pass on to his/her heirs without undergoing changes; each party may terminate the contract by respecting the legal notice deadline.
(2) The contract entered into mainly because of the employer's qualities shall expire with his/her death; in this case, the employee shall benefit his/her salary until the legal notice deadline expires.

COLLECTIVE CONTRACT OF EMPLOYMENT

CHAPTER XV

CONTENT

Article 159

(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 the law.

PARTIES

Article 160

The collective contract of employment is entered into by one or more employers or organizations of employers, on one side, and one or two Trade Unions, on the other side.

SCOPE

Article 161

(1) The collective contract defines the territorial and occupational scope of its application.
(2) The collective contract is entered into on enterprise or branch level in accordance with the agreement between the contracting parties.

RELATED SUBJECTS

Article 162
(Amended by Law no.8085, dated 13.03.1996, Article 45)
(Amended by Law no.136/2015, dated 5.12.2015, Article 70)

(1) Any employer who has signed the collective contract or any member of a contracting organization is bound on the collective contract. The latter shall apply to all the employees of the employer, who are, are not, members of the contracting Trade Union organization.
(2) When the employer resigns from the signing organization, he/she shall remain bound on the collective contract until its expiry, but not longer than three years.
(3) When the employer alienates the enterprise, the collective contract shall equally apply to the new owner until the termination of the time during which it is valid, or for the period when another collective contract with the new owner has been signed or is enforced.
(4) Upon the order of the Minister of Labor, the effects of the collective contract may include all the employers of the branch when the employers bound through the collective contract employ at least half of the employees of the branch. The procedure is regulated by the Decision of the Council of Ministers.

Article 163
(Amended by Law no 9125, dated 29.07.2003, Article 53)
(Amended by Law no 136/2015, dated 5.12.2015, Article 71)

REQUEST TO CONDUCT TALKS FOR ENTERING INTO COLLECTIVE CONTRACT

1. Any representative organization of employees, which is created in compliance with law, may ask from any employer or organization of employers to start the negotiations on entering into the collective contract at enterprise, enterprises, and branch or industry level in favor of one or several occupational categories. Many organizations of employees may exercise this right jointly.

2. The trade union organisations are entitled to seek information regarding all the issues regarding all the issues pertaining to negotiations. The information should be provided within 1 calendar week, starting from the day having been requested, unless the parties or their representatives have agreed to another timing.
3. The request for beginning the negotiations on entering into the collective contract is made in writing. It is accompanied with the copy of the statute of the organization or of the organizations of the requesting employees, as well as with the necessary indices that prove their representation in the enterprise, enterprises, or in the given branch.
4. The employer who has been asked to begin the negotiations must make the request public by posting it on an exposed place at his/her enterprise within two weeks. If the request is made on a branch level, it should be posted on all the enterprises or branches. The organization or the organizations of the employees, which demand the beginning of negotiations, must see to it that the posting gets done properly
5. If the representation of the organization or of organizations of the employees who have demanded the beginning of the negotiations is not objected, it should be acted as defined by Article 165 of this Code. In this case, the representation of the organization or of the organizations of the employees may not be objected for a period of two years.
6. If the signing of the collective agreement has not been preceded by a proper posting of the request, the employers or the organization of the employers may not object the beginning of a new procedure of having the representation of the organization or of the organizations of employees recognized, aiming at the opening of the negotiations for signing another collective agreement. The first collective agreement, having been entered into, without respecting the obligation of making it public through posting, shall be invalid from the moment of the entering into force of the second agreement, which is bound by respecting the procedures as defined by this Code.
7. Prior to the working plans being approved and seeking the services of the employees during the night, the employer should consult the representatives of the interested employees regarding the details of these plans and the forms of organising the work over night, being more appropriate for the enterprise and its personnel, as well as for the measures for the health at work and the necessary social services. The consultation should occur appropriately at the enterprises having the employees working over night.

RECOGNITION PROCEDURE OF THE MOST REPRESENTED ORGANIZATION OR ORGANIZATIONS OF THE EMPLOYEES

Article 164

(Amended by Law no 8085, dated 13.03.1996, Article 46)
(Amended by Law no 9125, dated 29.07.2003, Article 54)

1. If the representation of the organization or organizations of the employees who have demanded the beginning of the negotiations is objected, any concerned organization of employees should submit to the employer or the organization of the employers, at its own expenses, the evidence of representation. This evidence is presented in the form of a notary certificate by virtue of which the notary public certifies the number of the members of the organization of the employees on the basis of the membership fees paid during the last two years, or of the personal, written and oral, statements of the member employees.
2. The organization proving that it has the greatest number of member employees at the enterprise, or branch, shall be considered as the most represented organization. If some organizations of employees are presented together, then the group of the organizations, which has the greatest number of members, shall be considered to be the most represented.

3. If the employer, the organization of the employers, or the organizations of the employees, object to the notary certificate, then they should submit a complaint at the District Reconciliation Office (if the negotiations on the collective contract do not extend beyond the borders of a district), or at the National Reconciliation Office (if the negotiations on the collective contract extend beyond the borders of more than one district). This complaint must be submitted within weeks, starting from the day of the announcement of the results in compliance with the notary certificate. The Reconciliation Office examines all the evidence and decides on the representation of the organization, or of the organizations of the employees, and announces it within two weeks, starting from the day of its involvement with the issue. When the employer, or the organization of the employers rejects the decision of the Reconciliation Office, they have the right to seek the organization of a secret ballot within two weeks, starting from the day of the announcement of the decision.

The manner of the organization and the voting procedure are regulated by Decision of the Council of Ministers.

4. The representation of the organization, or of the organizations of the employees, cannot be objected to for a period of two years, starting from the date of the announcement of the decision by the Reconciliation Office, which has been accepted by the parties, or of the result by the voting commission.

Paragraph 5 shall be repealed.

NEGOTIATIONS. MEDIATION ARBITRATION

Article 165
(Amended by Law no 8085, dated 13.03.1996, Article 47)

(1) When the representation of the organization, or organizations has not been objected, or when an organisation or group of organisations has been recognized as representatives upon the occasion of a voting organised by the Ministry of Labour, the employer or the organization of the employers must receive the party demanding the negotiations within two weeks of the request being received or, in the event of balloting, of the announcement of the outcome by the Minister of Labour; parties have to negotiate in good faith regarding the entering into the contract.

(2) Where the negotiations are not completed within 30 days of the request being received or, in the event of balloting, of the announcement of the outcome by the Minister of Labour, the employer or the employers' organisation should be bound to the procedure of mediation, upon the request of the most interested party.

(3) If the negotiations fail to end within 30 days as of the date of the request being received by the Reconciliation Office and the parties have not agreed to resort to arbitration for resolving the dispute, they may make use of other legitimate means.

FORM

Article 166

(1) The collective contract will be valid only if in a written form. All the parties must sign it. When a party is an organization, the representatives of the latter are assigned in compliance with the statute.

(2) The collective contract may be terminated or changed only in writing.

(3) The collective contract will be valid only if it is made in the form of a written decision given by the Reconciliation Office, which the parties have assigned through an agreement.

DEPOSITION

Article 167
(Amended by Law no 136/2015, dated 5.12.2015, Article 72)

1. The employer must deposit the original copy of the collective contract within 5 days, starting from the date of the conclusion of this contract between the parties, at:
a) at the regional employment office regarding the collective contracts at enterprise level;
b) at the ministry being responsible for labour, for the collective contracts at branch or enterprise level, as long as the enterprise is carrying out its activity in more than one region. (2) The deposition of the contract provided by Paragraph (1) of this Article will not condition the validity of the collective contract.

AMENDMENT AND RENEWAL

Article 168

In the cases of the changing or renewal of the collective contract, the provisions 164, 165 of this Code will be applicable by way of analogy.

EFFECTS ON THE RELATIONSHIPS BETWEEN THE CONTRACTING PARTIES AND THE THIRD PARTIES

Article 169
(Amended by Law no 8085, dated 13.03.1996, Article 48)
(Amended by Law no 136/2015, dated 5.12.2015, Article 73)

(1) Each of the contracting parties shall implement the contract; when the party is an organization, it will see to it that its members implement the contract.
(2) Each of the parties shall abide by the obligation of work peace only when the parties have agreed upon it explicitly and in writing.
(3) The imposition of work peace, as defined by Paragraph (2) of this provision, will be executed by any Trade Union being or not contracting organization, within the territorial and occupational scope of implementation of the collective contract, and by any person bound on the latter.

SETTLEMENT OF DISPUTES

Article 170
(Amended by Law no 9125, dated 29.07.2003, Article 56)
(Amended by Law no 136/2015, dated 5.12.2015, Article 74)

(1) When one party violates the collective contract, the other party will address to the court or Court of Arbitration, where the latter has been provided for in the collective contract.
(2) When the contract is violated, the court or the Court of Arbitration will decide on imposing the party that has been found guilty to pay the damages caused to the other party.

(3) When any member of the contracting party has committed the violation, the court will decide on imposing him/her to pay the damages that the other party or any of its affected members has suffered.
(4) In addition to the damage compensation as defined by the above point, the court will decide on the amount of fine that the party, which has been found guilty, must pay to the benefit of the harmed party, in the cases where this amount has not been set by the collective contract.

EFFECTS ON THE INDIVIDUAL CONTRACTS OF EMPLOYMENT

Article 171

(1) The provisions of the collective contract pertaining to employment conditions shall directly regulate the individual contracts of employment, which are concluded by any employer who has concluded the contract.
(2) Any provision of the individual contract of employment, which is less favorable for the employee than the provision of the collective contract is invalid, and will be substituted for this provision.

SETTLEMENT OF CONFLICTS

Article 172

The court has the authority to settle any individual or collective dispute concerning the implementation of the contract.

DURATION

Article 173

(1) The collective contract is entered into for a defined or undefined duration.
(2) Each party may terminate the collective contract which has been entered into for an undefined duration. In this case, the notice deadline spans six months.
(3) Each party may terminate the collective contract being entered into for a defined duration lasting more than three years, once the deadline has expired. In this case, the notice deadline spans six months.
(4) When several employers or employees enter into the collective contract, the termination of the collective contract by any of them does not affect the collective contract between the rest of them.
(5) The collective contract may not be reasonably kept in force, when the circumstances change considerably and cannot be foreseen at the moment of binding it. In this case, the most concerned party may approach the court to have the early termination decided.

VARIETY OF COLLECTIVE CONTRACTS

Article 174

(1) When, at the same enterprise, there is an inclination to implement two collective contracts, one concluded at enterprise level or at the level of a group of enterprises, whereas

the other one at branch level, any employee may demand the implementation of the most favourable provision.
(2) If, at the moment of concluding the collective contract on branch level, the employer has been bound on a collective contract on enterprise level or on the level of a group of enterprises, he/she may announce himself/herself free from the latter, once the contract entered into at branch level enters into force, unless otherwise defined by the collective contract at branch level.

CONSEQUENCES OF THE TERMINATION OF THE COLLECTIVE CONTRACT

Article 175

(1) The collective contract ceases to exert its effects on the contractual parties, when the deadline to terminate it has been reached.
(2) Any individual contract of employment included within the scope of the implementation of the collective contract continues to be regulated by the provisions of this contract, with the exception of the cases where it has been changed through an agreement between the employer and the employee or when they have terminated it. The same rule applies to the relations between the employer and the employee and any juridical person as defined in the collective contract by the parties.
(3) The collective contract may provide that all the benefits or a part of them resulting from it are valid during the duration of the contract. The right to benefit becomes null and void once the contract terminates.

TRADE UNION ORGANIZATIONS

CHAPTER XVI

A. CREATION

PRINCIPLES

Article 176
Trade union organisations and organisations of employees
(Amended by Law no 8085, dated 13.03.1996, Article 49)
(Amended by Law no 9125, dated 29.07.2003, Article 57)
(Amended by Law no 136/2015, dated 5.12.2015, Article 75)

1. Trade Unions and the Organizations of Employers are independent social organisations , being established as voluntary unions of employees or employers, the aim of which is the representation and protection of the professional, social and economic interests and rights of their members.
2. The trade union organizations and the organisation of employers have the right to create federations, confederations and to accede them. The federation is created as a result of the voluntary union of two or more professional organizations. The confederation is created as a result of the voluntary union of two or more federations. Any organization, federation or confederation has the right to accede international organizations of employees or of employers.
3. In the sense of this provision, the pensioners and the unemployed may accede the organizations of the employees.

STATUTE

Article 177
(Amended by Law no 9125, dated 29.07.2003, Article 58)
(Amended by Law no 136/2015, dated 5.12.2015, Article 76)

(1) The act of incorporation and the articles of association of any organization must be signed by not less than five signatory members representing the organization of employers, and by not less than twenty signatory members representing the organization of employees.
(2) The articles of association must always contain:
a) the name of the organization;
b) the place where its seat is located;
c) its goals;
d) the conditions of admission, resignation and expelling the members;
e) the rights and duties of the members;
f) the composition and functioning of the steering bodies as well as the duration of mandates;
g) as the case might be, affiliation to the federation or confederation;
h) the measures to be taken in case of its dissolution.
(3) The highest body of the organization determines the rate of membership fees.

ACQUIRING OF LEGAL PERSONALITY

Article 178
(Amended by Law no 9125, dated 29.07.2003, Article 59)
(Amended by Law no 136/2015, dated 5.12.2015, Article 77)

(1) The Trade Union organizations and the organisation of employers, federations and confederations must submit their respective articles of association to the Court of Tirana, so that they can be recognized as legal entities.
(2) The Trade Union organization acquires the legal personality after 60 days as of the date on which it has submitted its articles of association to the Court of Tirana, unless otherwise decided by the court.

NAME

Article 179
(Amended by Law no 136/2015, dated 5.12.2015, Article 78)

No Trade Union organization and organisation of employers can bear the name of any existing organization.

DEPOSITING OF THE STATUTE

Article 180
(Amended by Law no 136/2015, dated 5.12.2015, Article 79)

Any Trade Union organization or employers' organisation must deposit a copy of its statute and of the decision of the court at the Ministry being responsible for labour.

B. TRADE UNION LIBERTIES

PRINCIPLES

Article 181
(Amended by Law no 9125, dated 29.07.2003, Article 60)
(Amended by Law no 136/2015, dated 5.12.2015, Article 80)

(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 against 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. The representatives of the trade union organisation may not grant their consent for the termination of the contract, as long astermination of the contract violates the principles of equal treatment or upon seriously aggrieving or making impossible the normal functioning of the trade union. The request of the employer on granting the consent of the trade union organisation shall be responded to within 8 days by the respective body of the organisation. The employer may terminate the labour contract as long as the trade union organisation grants its consent or where the court determines the withholding of this consent ungrounded. Where the employer does not observe the procedure provided for in this paragraph, the termination of the labour contract shall be invalid.
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 at 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 re-enter 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 this effect, the employer must:
a) allow them to enter into working premises;
b) allow the distribution of notices, of brochures, publications and 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;
ç) allow them to enter into working premises and create facilities for them to collect the membership fees of the organization, as well as to organise meetings and appointments.
8. The trade union rights being benefited based on more than two consecutive collective contracts can not be contested by the employer.
9. The representatives of the trade union enjoy the protection provided for in this Article even subsequent to end of the mandate, for a period not less than 1 year.”.

PROTECTION OF THE RIGHTS OF THE MEMBERS AT COURT

Article 182

(Amended by Law no 8085, dated 13.03.1996, Article 50)

Any organization of employees, which is recognized as a legal entity may approach the court for the protection of the interests of each of its members, and to get the employer abide by legal provisions, by collective and individual contracts of employment.

RESOURCES

Article 183

(1) The financial sources of the Trade Union organizations consist of membership fees, of donations, and of the income from social, economic or cultural activities.
(2) The incomes obtained by the Trade Union organizations are exempted from taxes to the extent provided by the fiscal law.

C. PROHIBITION AGAINST INTERVENTION

PRINCIPLES

Article 184
(Amended by Law no 9125, dated 29.07.2003, Article 62)

1. Forbidden shall be any act of intervention in the creation, functioning and administration of the professional organizations, on the part of the State bodies.
2. Forbidden will be any act of intervention in the creation, functioning and administration of the organizations of employees by the employers, or the organizations of employers.

ACTIONS OF INTERVENTION OF THE STATE BODY

Article 185

(1) The State body does not intervene in the cases that restrict the rights provided by Article 182 of this Code, or that hinder their legal assumption, with the exception of the cases where legitimacy has been violated.
(2) The Trade Union organization may approach the court to prevent any act of intervention or threat to it.

ACTIONS OF INTERVENTION OF THE EMPLOYER OR OF THE ORGANIZATION OF EMPLOYERS

Article 186

(1) Actions of intervention on the part of the employer, or of an organization of employers, shall be considered the measures that:
a) encourage the creation of the organizations of employees, which are dominated by an employer or an organization of employers, or support organizations of employees with financial means or through other ways, for the purpose of placing these organizations under the control of an employer, or of an organization of employers;
b) prevent the creation, functioning or administration of an organization of employees;

c) harm the employee because of his/her Trade Union membership or activity, by way of discriminating against him/her.

DISSOLUTION

Article 187

(1) The dissolution of a Trade Union organization is decided in compliance with the ways defined in the articles of association.
(2) Upon the request of the Minister of Labor or of any other body assigned on the basis of law, the Court of Tirana may decide to dissolve the Trade Union organization, whenever it carries out activities that openly run contrary the law.

CHAPTER XVII
MEDIATION, RECONCILIATION, ARBITRATION
(Title of Chapter amended by Law no 9125, dated 29.07.2003, Article 63)

DEFINITION

Article 188
(Amended by Law no 8085, dated 13.03.1996, Article 51)

By collective conflict is meant any conflict between some employees, one or several organizations of employees, on one hand, and one or several employers, or one or several organizations of employers, on the other hand.

Article 188/a
(Amended by Law no 9125, dated 29.07.2003, Article 64)

The mediator is assigned by the Minister of Labor and Social Affairs, or by the administrative body authorized by the former, within the public administration of the Ministry of Labor and Social Affairs.

Article 189
STATE RECONCILIATION OFFICE
(Amended by Law no 9125, dated 29.07.2003, Article 65)

(1) The Reconciliation Office is set up in every district. The Reconciliation Office is set up upon the order of the Minister of Labor and Social Affairs.
(2) The National Reconciliation Office is set up in Tirana.
(3) The Reconciliation Office consists of its Chairman and two members who are representatives of the most represented organizations of employees, and of two other members who are representatives of the most represented organizations of employers.
(4) The Chairman and the members are rewarded by the state at the amount as determined by the Decision of the Council of Ministers.
(5) The reconciliation procedure is free of charge and regulated by the Decision of the Council of Ministers.

TERRITORIAL COMPETENCES

Article 190
(Amended by Law no 8085, dated 13.03.1996, Article 52)
(Amended by Law no 9125, dated 29.07.2003, Article 66)

1. The Reconciliation Office in the districts is responsible for settling any conflict arising within the district where it is located.
2. The National Reconciliation Office is responsible for settling any conflict that affects more than one district.
3. The Minister of Labor and Social Affairs, whenever the circumstances justify it, may resort to the National Reconciliation Office to deal with any conflict arising within a district.
4. The National Reconciliation Office may decide to convene even outside Tirana.

SUBSTANTIVE COMPETENCES

Article 191
(Amended by Law no 8085, dated 13.03.1996, Article 53)
(Amended by Law no 9125, dated 29.07.2003, Article 67)

1. The mediator and the Reconciliation Office may be seized of any collective conflict. They may declare their lack of authority, as long as the parties have entered into a collective contract which is in force, which provides for a sufficient reconciliation procedure.
2. The conflicts related to the interpretation or implementation of law, in principal, are examined by the court, or by the Court of Arbitration. If the mediator or the Reconciliation Office has been seized of, they may give up the reconciliation procedure. Each party reserves the right to address the court, or the Court of Arbitration.
3. Where the circumstances justify, the Chairman may accept that the Reconciliation Office be seized of a conflict between two or several organizations of employees and two or several organizations of employers.

Article 192
MEDIATOR
(Amended by Law no 9125, dated 29.07.2003, Article 68)

1. The mediator is engaged in cases of any collective conflict, upon the request of any concerned party, addressed to the Minister of Labor and Social Affairs, or to the State Labor Inspectorate.
2. When engaged in dealing with a collective conflict, the mediator must intervene without delay to help the parties to find a solution through good understanding.
3. The mediation procedure is obligatory and shall last up to 10 days.

Article 193
RECONCILIATION OFFICE
(Amended by Law no 9125, dated 29.07.2003, Article 69)
(Amended by Law no 136/2015, dated 5.12.2015, Article 81)

1. If the mediator declares the failure of mediation, the Minister of Labor or the administrative body authorized by him shall put into motion the Reconciliation Office.

2. The Office may summon any concerned party. The parties have the obligation to be present at the examination session and participate in the debates, presenting the data that the Office requests.
3. Upon the motivated request of one of the parties, only the Chairman receives the data related to the documents presented by this party. Afterwards, he makes them known to the members of the Reconciliation Office to the extent that he deems to be reasonable.
4. The Reconciliation Office tries to help the parties to reconcile.
5. The Reconciliation Office presents a reconciliation proposal to the parties, which it may make public provided that both parties agree to this.
6. The parties may be assisted by any person assigned by them.
7. The reconciliation procedure is obligatory and lasts up to 20 days.
8. The other procedural regulations are set by the Chairman of the Reconciliation Office.

Article 194
COURT OF ORBITRATION
(Amended by Law no 8085, dated 13.03.1996, Article 54)
(Amended by Law no 9125, dated 29.07.2003, Article 70)

1. If the reconciliation fails, both parties together may address to the Court of Arbitration. The parties, by way of agreement and free of any form, appoint one or three arbitrators. To the effect of helping and advising the parties, the Ministry of Labor and Social Affairs shall make available to them a list of arbiters.
2. The decision of the Court of Arbitration is an executive title, on the basis of the rules governing arbitration, which are provided for in the Code of Civil Procedure.
3. The arbitrators shall be paid by the parties.
4. Arbitration must end within 3 weeks, as of the date the Court of Arbitration has been seized of.

Article 195
SPECIAL REGIMES PROVIDED THROUGH A COLLECTIVE CONTRACT
(Amended by Law no 8085, dated 13.03.1996, Article 55)
(Amended by Law no 9125, dated 29.07.2003, Article 71)

1. The parties bound by a collective contract may assign a mediator, a Reconciliation Office or a Court of Arbitration, to settle the disputes between them.
2. In this case, the mediator and the State Reconciliation Office provided for by this Code shall not be responsible to resolve a conflict. Excluded shall be the cases where the mediator and the Reconciliation Office, as defined by the agreement, are unable to be seized of in due time.

Article 196
ARBITRATION IN THE SERVICES OF VITAL IMPORTANCE
(Amended by Law no 9125, dated 29.07.2003, Article 72)
(Amended by Law no 136/2015, dated 5.12.2015, Article 82)

In the services of vital importance, as defined by this Code, the conflicts shall be resolved in an obligatory way and finally, following the procedure of mediation and reconciliation, by a Court of Arbitration consisting of arbitrators being appointed by the parties. If the parties fail

to agree, the arbitrators are assigned by lots out of the list of arbitrators by the court within five days, starting from the date of the request of one of the parties.

Article 197
RIGHT TO STRIKE
GENERAL CONSIDERATIONS
(Amended by Law no 9125, dated 29.07.2003, Article 73)

1. The right to strike is guaranteed by the Constitution of the Republic of Albania.
2. The Trade Unions are entitled to exercise the right of strike for the purpose of solving their economic and social demands in compliance with the rules as defined by this Code.
3. Participation in the strike is voluntary. No one may be forced to participate in a strike against his/her own will.
4. Any action that includes compelling, infringing or discrimination of the workers because of their participation or not in a strike shall be prohibited.
5. While the strike is taking place, the parties must make efforts, through negotiations, to reach a common understanding and sign the relevant agreement.

Article 197/1
ENTITY ENTITLED TO GO TO STRIKE
(Amended by Law no 9125, dated 29.07.2003, Article 74)

Only the Trade Unions shall enjoy the right to organize and announce the strike.

PROTECTION OF THE RIGHT TO WORK AND OF THE RIGHT TO STRIKE
Article 197/2
(Amended by Law no 9125, dated 29.07.2003, Article 74)

1. The use of force to interrupt the lawful strike of the workers is prohibited.
2. The organizations of employees may undertake actions through peaceful means in order to persuade the workers to participate in strike, without violating the right of the workers not participating in strike to work.
3. The employer, during the time that the strike is taking place, shall be forbidden to replace the strikers with other persons at work, who, in the time of the announcement of the strike, have not been his/her employees; likewise, he/she shall be forbidden to employ new employees after this date.

LAWFULNESS OF STRIKE

Article 197/3
GENERAL CONDITIONS
(Amended by Law no 9125, dated 29.07.2003, Article 74)
(Amended by Law no 136/2015, dated 05.12.2015, Article 83)

The strike shall be lawful if it fulfils the following conditions:
1. It is organized by a Trade Union, which enjoys legal personality, or is affiliated to an organization of employees with such personality.
2. It aims at reaching the signing of a collective agreement of employment, or, if this already exists, the fulfilment of the demands resulting from the labor relations, which are not

regulated by this contract, with the exception of the cases where the latter provides for the absolute obligation of paying the salaries as defined by Article 169, point 2.
3. One or more Trade Unions, on one side, and one or more organizations of employers, on the other side, have made efforts to come to an agreement, by becoming subject to the procedure of mediation and reconciliation.
4. It does run contrary to the legislation in force.

SPECIAL SITUATIONS
Article 197/4
(Amended by Law no 9125, dated 29.07.2003, Article 74)

1. The strike cannot not be exercised, or if it has begun, it can be suspended in certain cases, for as long as this situation continues to prevail.
2. The following shall be considered as special cases:
a) Natural catastrophes.
b) State of war.
c) Extraordinary situation.
d) The cases where the freedom of elections is put at stake.

SERVICES OF VITAL IMPORTANCE
Article 197/5
(Amended by Law no 9125, dated 29.07.2003, Article 74)
(Amended by Law no 136/2015, dated 05.12.2015, Article 84)

1. Strike cannot be applied to the services of vital importance where the interruption of work would jeopardize the life, the personal security, or the health of a part or of the entire population. In this case, the collective conflicts are solved finally and mandatorily, in accordance with Article 196 of this Code.

2. The following are considered to be services of vital importance:
a) indispensable medical and hospital services;
b) repealed;
c) repealed;
d) air traffic control services;
e) indispensable services of protection from fire;
f) services at prisons.

MINIMUM SERVICES
Article 197/6
(Amended by Law no 9125, dated 29.07.2003, Article 74)
(Amended by Law no 136/2015, dated 05.12.2015, Article 85)

1. The strike cannot be exercised if there is a failure in providing minimum services.
2. The minimum services maybe required in the sector of water utilities, electrical power utility, as well as in sectors of other services , for meeting the needs of fundamental relevance of the population, in order to ensure meeting of such needs.
3. To provide minimum services, the Trade Unions, while the strike is taking place, must assign and ensure the workers necessary for guarding and maintaining the machinery and equipment.

4. The workers mentioned in point 3 are assigned through an agreement between the employer and the respective Trade Union or Trade Unions of the employees. When the parties fail to come to a mutual understanding about the number and duties of the respective workers necessary for providing minimum services, the dispute shall be settled finally and mandatorily within 24 hours by an arbitrator assigned based on lots by the court out of the list of arbitrators, based on the request of one of the parties.

SOLIDARITY STRIKE

Article 197/7

(Amended by Law no 9125, dated 29.07.2003, Article 74)
(Amended by Law no 136/2015, dated 05.12.2015, Article 86)

The solidarity strike shall be lawful as long as it relies on a lawful strike. The solidarity strike shall immediately be terminated as long as the strike whereon it relies is declared illegal upon court decision and from this moment on even the solidarity strike is considered illegal.
The representatives of the trade union organisations, prior to the start of the strike, shall submit in writing, to the employer the notification for the start of the strike, the grounds, venues and time of start of strike. The solidarity strike may start not earlier than two days as of the notification date

EFFECTS OF STRIKE

Article 197/8
EFFECTS OF THE LAWFUL STRIKE

(Amended by Law no 9125, dated 29.07.2003, Article 74)

1. While the strike is taking place, the obligations and rights resulting from the employment contract, including the right to salary and obedience imposition at work, shall be suspended.
2. The provisions of par 1 shall not affect the rights defined by law concerning social care, accidents at work and occupational diseases.
3. The suspension period shall not affect seniority and its related effects.
4. Dismissal from work due to participation in a lawful strike shall be invalid.
This provision shall be inapplicable when the employee, during the strike, commits an act, which runs contrary to law.

Article 197/8/a
General Strike

(Amended by Law no 136/2015, dated 05.12.2015, Article 87)

The general strike being at national or regional level shall be legitimate as long as:
a) it does not run counter to the provisions of Articles 197/4, 197/5, 197/6, of this code and the other legal provisos being in effect; and
b) aim at objecting to economic and social policies and measures of the government and/or local government unit, having an impact on the interests of employees.

Article 197/9
EFFECTS OF THE UNLAWFUL STRIKE

(Amended by Law no 9125, dated 29.07.2003, Article 74)
(Amended by Law no 136/2015, dated 05.12.2015, Article 88)

1. When the strike is unlawful, the employer may terminate the employment relations with the strikers. He/she enjoys the right to terminate the contract of employment with the workers that will not restart to work within three days, this being of immediate effect, and demand from them to pay him/her for the damage they have caused. In this case, the provisions governing the procedures of dismissal from work shall not be applicable.
2. The demand for paying the damages may also be addressed against the Trade Union, which is organizing the strike.
3. When the strike is accompanied with unlawful actions, the parties approach the court, the latter determining the responsibilities of the parties, the actions that they must carry out, and it also determines the damage caused and the obligation of the party to redress.
4. If the circumstances permit, the Court may decide on resuming the work

ENDING OF STRIKE
Article 197/10
(Amended by Law no 9125, dated 29.07.2003, Article 74)

The strike shall end when the parties reach an agreement, or when the Trade Union that has announced the strike decides to interrupt it.

RIGHT TO STRIKE

Article 198

The right to strike is determined based on the law no 7458, dated 12/02/1991 "On the right to strike'.

LABOR ADMINISTRATION

CHAPTER XVIII

MINISTER OF LABOR

Article 199

(1) The Minister of Labor is the administrative body responsible for the Labor Administration.
(2) The Minister of Labor is the administrative body that has the power to prepare and implement labor legislation and policies.
(3) The Minister of Labor manages to represent the State in the field of the international labor relations.

NATIONAL COUNCIL OF LABOR

Article 200
(Amended by Law no 8085, dated 13.03.1996, Article 56)
(Amended by Law no 9125, dated 29.07.2003, Article 75)

(1) The National Council of Labor consisting of representatives of employers, employees, and Government shall be established.
(2) The Council examines issues of common interests for the organizations of the employers and employees in order to find an acceptable solution for the parties.
(3) The consultations are made especially concerning the preparation and implementation of the labor legislation, the amendments to this Code and the content of the sub-legal acts, the policies and national organizations dealing with employment, vocational training, protection of the employees, hygiene and technical safety, production, well-being, programs of economic and social development, as well as with the application of the norms of the International Labor Organization. 4. The National Council of Labor consists of 27 members and 27 candidate members, out of which 10 members and 10 candidate members represent the organizations of the employers, 10 members and 10 candidate members represent the organizations of the employees, and 7 members and 7 candidate members represent the Council of Ministers. The representative candidate members will attend the sessions of the Council, if the representative members are absent.
5. This Council will be made up of the most represented organizations of employers and employees, as defined by the Council of Ministers, every three years.
6. The Council of Ministers, in consultation with social partners, assigns permanent tripartite specialized commissions.
7. The Minister of Labor and Social Affairs appoints the members and the candidate members of the National Council of Labor, who are representatives of the organizations of employers and employees, upon the proposals coming from the latter and in compliance with par 5 of this Article.
8. The National Council of Labor may create specialized commissions, temporary working groups to provide advice and study special issues of common interest.
9. The National Council of Labor has its own independent budget, which is determined upon the Decision of the Council of Ministers.
10. The functioning rules of the National Council of Labor are regulated by the Decision of the Council of Minister

Article 200/1

Regional Three-party Consultation Council

(Amended by Law no 136/2015, dated 5.12.2015, Article 89)

1. The Three-Party Regional Consultation Council shall be set up in each region (hereunder Council), consisting of representatives of the employers' organisation, trade unions organisations and representatives of state structures.
2. The Council shall examine issues of common interest for the organisations of employers and trade unions organisations, in order to reach an acceptable solution to parties at regional level.
3. The Three-Party Regional Consultation Council consists of 15 members and 15 alternate members, with the following composition:

- 5 members and 5 alternate members from the trade union organisations;
- 5 members and 5 alternate members from the organisations of employers;
- 5 members and 5 alternate members representing the local governance bodies.

The alternate members shall attend the hearing of the Council in absence of the member representatives.
4. The representation of the trade union organisations and of employers at the Three Party Regional Consultation Council shall be determined based on the following indicators:

For the organisations of employees:
a) number of members, established based on the personal statements, membership fees or notary certificates;
b) number of collective labour contracts having been entered into and the number of employees covered by these contracts;
c) number of branches / professional and/or territorial organisations;
ç) opportunity to get involved in negotiations for accomplishing the collective contracts and settling the conflicts by way of mediation;
d) membership in international organisations.
For the organisations of employers:
a) number of the acceded enterprises;
b) number of employees being employed a the acceded enterprises;
c) number of branches / professional and/or territorial organisations;
ç) budget of organisations for social issues;
d. opportunity of organisations to get involved in negotiations for accomplishing the collective contracts and settling the conflicts by way of mediation;
dh) membership in international organisations.
5. Sitting on the Council shall be the most represented trade union organisations and those of employers at regional level, being set out upon the decision of the prefect of the region, every 3 years, according to the indicators set out in point 4 of this Article.
6. The Council of Ministers shall, upon decision, determine the rules of organisation, functioning and way of representation of the local governance bodies at the Three Party Regional Consultation Council.".

SANCTIONS

CHAPTER XIX

CIVIL SANCTIONS

Article 201

(1) If his/her rights are violated, the injured person has the right to demand to be paid the damages that he/she has suffered.
(2) The employer or the employee may not demand the payment of damages in kind, with the exception of the cases explicitly defined by law.

FINE

Article 202

(Amended by Law no 8085, dated 13.03.1996, Article 57)
(Amended by Law no 9125, dated 29.07.2003, Article 76)
(Amended by Law no 136/2015, dated 5.12.2015, Article 90)

(1) The violation of Articles (9,10,39,40,41,43,44 (second paragraph), 68, par 3, 69,75,98,100,101,103, 104,108, 181 part 3, 5 and 7 letters "a", "b" and "c", 182-184 provided for in this Code, will be punished with a fine amounting to 100 times the minimum monthly wage.
(2) The violation of Articles 21 (the third and the fourth Paragraph), 333,34,36,38,42,70 - 74,78 par 1, 2 and 3, 79 (second paragraph), 80 (second paragraph), 81,83, 85 - 88, 91

(second and third paragraph), 91-96, Articles 99 par 1, l05/a, 193 par2, 197/2 par 3, 111,116,119 (first paragraph), 137,146 par 7, 163 (first and second paragraph), 165 par 1,191, 206 of this Code will be punished with a fine amounting to 50 times the minimum monthly wage.

(3) The violation of Articles 26 (fourth paragraph), 44 (first paragraph), and 49 (fourth paragraph), and 50, will be punished with a fine amounting to 25 times the minimum monthly wage.

(4) Repealed

(5) Any violation will be punished with fine. Where the violation recurs to the detriment of several employees, the total amount of fines given will not be greater than 5 times of the maximum fine.

(6) The employer shall be held accountable to perform the obligation brought about by the employee whom he has assigned certain tasks for managing the enterprise.

(7) The violations of the provisions of this Code, if they amount to criminal offences, will be punished in compliance with the provisions of the Penal Code.

STATUTE OF LIMITATIONS

Article 203

(Amended by Law no 136/2015, dated 5.12.2015, Article 91)

(1) The lapsing period concerning the rights of the employee toward the employer, and of the employer to the employee spans three years. This duration begins on the date of the emergence of the right. When the right is based on the violation of a provision of the Penal Code, the lapsing period concerning the criminal offence will apply to the torts as well. The lapsing period for the disciplinary measure is one year starting from the moment of disciplinary measure, being notified in writing to the employee.

(2) The employer waives his right to request the payment of the damages caused by the employee, if he/she fails to demand this right in writing within six months, starting on the day of his/her being notified.

(3) The employer will be considered to have given up any right that he/she has acquired during the labor relations, if he/she, until the end of the contract, fails to inform the employee in writing about the reserves he/she has as concerns the facts about which he/she has been informed, and which he/she claims.

(4) The investigation of the criminal infringements lapses in two years, starting from the day on which the infringment has been committed, with the exception of the investigations defined in the Penal Code.

Article 204

The entering of this Code into force invalidates the Law No 6200, dated 27.06.1981, “On the Labor Code in the People’s Socialist Republic of Albania”, the Law No 7526, dated 03.12.1991, “On Labor Relations”, the Law No 7724, dated 21.06.1993, “On the Regulation of the Working Time and Leave”, the Law No 7516, dated 07.10.1993, “On Trade Unions”, the Law No 7673, dated 17.02.1993, “On the Collective Contract of Employment”, as well as any other provision running contrary to this Code.

Article 205

This Code shall enter into effect 15 days following its publication in the Official Journal.

Promulgated by decree no 1160, dated 31.7.1995 of the President of the Republic of Albania, Sali Berisha

Article 92 L*aw no 136/2015, dated 5.12.2015*

The following amendments shall be affected to the contents of this law:

1. The phrase "organisation of employees" shall be replacedwith the phrase 'trade union organisation".

2. The denomination 'Ministry of Labour, Social Issues and Equal Opportunity" shall be replaced by the phrase 'ministry responsible for labour".

3. The denomination 'Ministry of Labour, Social Issues and Equal Opportunity" shall be replaced by the phrase 'ministry responsible for labour".

4. Where being used in this Code and in by-law acts being issued for its implementation, the denomination 'minor' shall be replaced witht he denomination 'child'.