

**THE COMMUNITY SOCIAL ACQUIS
IN LABOUR LAW IN THE CEECS AND BEYOND:
FIGHTING DEREGULATION**

11./12. October 2002 – Brussels

Conference report

edited by

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Introduction

The need for the ETUC conference became obvious when the ETUC received information from several central and eastern European countries that accession to the EU is being used by their governments to deregulate labour law standards.

In June 2002 an international meeting of trade union legal experts was held in Zagreb. On this occasion, three aspects were identified as crucial and to these it was decided to devote three conference sessions: 1) collective labour rights, 2) fixed-term employment and 3) enforcement of labour law and labour inspection.

The conference “The community social acquis in labour law in the CEECs and beyond: fighting deregulation” brought together about 60 trade unionists from central and eastern Europe, the Balkan region, as well as Mediterranean countries, nearly all of them working in the legal field. EU member states were unfortunately not highly represented.

This report gives an insight into the conference debates and conclusions.

The report itself is supplemented by an Annex consisting of a set of comparative documents prepared specially for the conference. These supply comparative information on labour codes, collective rights and fixed-term work in the CEECs.

Stefan Clauwaert

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(ETUI Research Officers)

ETUC Conference
**“The community social acquis in labour law in the CEECs
and beyond: fighting deregulation”**

General Session

Chair:	Stefan Clauwaert ETUI/ETUC NETLEX Coordinator
General Introduction:	Jean Lapeyre, ETUC Deputy General Secretary
Results of Trade Union Lawyers meeting in Zagreb:	Judith Ivány Czugler, MOSZ
Presentation of NETLEX:	Stefan Clauwaert ETUI/ETUC NETLEX Coordinator

Opening speech by Stefan Clauwaert, ETUI/ETUC NETLEX Co-ordinator

This conference can be considered both urgent and timely. Urgent since unfortunately the “horror stories” on labour law deregulation are arriving at the ETUC thick and fast. Timely, since only two days ago the Commission adopted its 2002 Strategy report on Enlargement, accompanied by national evaluation reports for all candidate countries.

Examination of the national evaluation reports shows that all is not rosy. In spite of divergence amongst the different countries, several often crucial aspects of the *acquis communautaire* still have to be implemented. It is our duty as the ETUC, together with the national trade unions concerned, to ensure a proper and effective implementation of the whole social *acquis communautaire* in respect of all these citizens and workers. We may therefore ask whether it was wise to provisionally close the chapter 13 in all countries since this now hampers our national colleagues’ room for manoeuvre in their attempts to improve the situation.

In June 2002 an international meeting of trade union legal experts took place in Zagreb. It allowed us, in any case, to distinguish at least three main areas which urgently need to be tackled at the present time: 1) collective rights, 2) atypical work and, in particular, fixed-term work and 3) enforcement of rights and sanctions.

Another look at the Commission reports will show that we were not mistaken. Firstly, the Commission touches only briefly on the aspect of trade union rights but nonetheless identifies a growing concern in several countries about the practical enforcement of the legislative framework of trade union rights. Furthermore, there is the regularly repeated concern about social dialogue as such, its procedures and, of course, its outcome in the form of collective agreements at each level.

Secondly, atypical work is increasing in the region and is often performed without or within a weak legislative framework. Several countries have for instance not yet implemented the relevant Directives on part-time work and fixed-term work, including the health and safety aspects.

Thirdly, there is the crucial aspect of enforcement. For us at the ETUC it is clear that rights necessarily have to be matched by reasonable and effective sanctions. Again, in almost all reports, attention is drawn to the need for administrative and judicial enforcement, which is considered to be weak, under-resourced or conducted by officials whose training is inadequate to equip them for their duties.

It is now our task to confront governments, administrations and employers with a cogently argued case based on EC and comparative law. For this we need to step up the training and networking of our own trade union people and this will be done via the ETUC’s trade union legal experts network NETLEX which has the requisite expertise.

A huge challenge thus lies before us irrespective of whether we originate from an EU, EEA, candidate or Balkan country. Together in solidarity we need to ensure an enlarged Europe with a solid social foundation. Promises are one thing, but we need to be well prepared, so that the Commission will support us, since in its general report it indicates that the monitoring of the *social acquis* will continue also after accession on the basis of all available procedures, including infringement procedures before the ECJ.

Jean Lapeyre, ETUC Deputy General Secretary

This conference offers the possibility not only to warn about the social situation and the deterioration of social standards, but also to see how the work that has been initiated can be improved.

Currently, there is a need for a full review of the European treaties, their procedures and instruments with a view to accession of the candidate countries. In the Convention on the Future of Europe, the European social model is discussed in order to defend and promote the improvement of this model, which is based on cohesion, solidarity and quality of social relations, with a view to enabling all countries to develop and those who fall behind to catch up. Differences continue to exist but they must not be too great, so that the late development of some countries cannot become a source of (social) dumping.

The second pillar of the model is solidarity. This is needed, in relation to social standards, such as social protection and social security, to give security throughout life. The candidate countries, unlike the EU member states, are currently dismantling their social security systems. This brings them further away from the convergence which is needed for their integration into the EU.

The third main value of the model is quality collective bargaining, enabling the countries to face up to the changes they are undergoing in terms of the restructuring of their industries. We should be speaking, therefore, of re-regulation rather than deregulation. This has to take into consideration the state and the social partners. As the state cannot fulfil all duties in the area of industrial relations, it is up to the social partners to ensure the quality of the collective agreements.

The EU has established minimum standards with a view to improving a number of things in those countries that are lagging behind. Full consideration should, accordingly, be given to the “clause of non-regression”, ensuring the improvement in some countries by setting the minimum standards and preventing a fallback to minimum standards in countries with higher-level provisions.

In particular regarding the latter, the ETUC has stepped up its capacity for consultation, also via NETLEX. This has to be further developed in line with the specificities of the countries.

By way of conclusion to this introduction it may be stated that we have to work with the employers to develop an area of negotiation and of social regulation through collective bargaining. The ETUC is also making efforts in this direction with a number of projects. Firstly, the ETUC is drawing up, together with the European employers’ organisations, a so-called voluntary EU social dialogue work programme with, as its main points geared to the candidate countries, seminars on industrial relations, on (European) works councils, on life long learning/training and migration. In addition, the Social Dialogue Committee will be enlarged to include all social partners of the candidate countries and the ETUC will initiate a critical and reflective process on European employment policy. Secondly, a programme has already been accepted by the Commission regarding an ETUC-UEAPME joint seminar concerning the implementation of the *acquis communautaire* in SMEs. In this framework, five national studies will be conducted, and five seminars will take place. And thirdly, two other projects are to be set up concerning the coordination of pay and social policies and the aspect of sectoral social dialogue in the region. A conference on this topic will take place on 10 and 11 April 2003.

Judith Ivány Czugler, MOSZ

On 26 and 27 June 2002, an international workshop was held in Zagreb with the participation of trade union labour law experts from 8 EU applicant and Balkan region countries. The aim was to exchange information and views and to prepare the ground for political action against the deregulation of labour law.

In the mean time, demonstrations and protests were organised against this deregulation in Poland, Croatia and Hungary. In many countries of the region, the EU social legislation has already been fully or partially taken over. However, the implementation and the enforcement of the law are missing or not satisfactory in practice.

During the workshop the focus was on the following items:

- Individual labour law: categories of employee; types of employment contract (in particular fixed-term and part-time work); the use or abuse of trial periods; the aspect of working time and rest periods; remuneration problems (e.g. equal pay for equal work); problems relating to the termination of the individual employment contract as well as the protection of the worker's rights in the context of collective dismissals
- Collective labour law: legal problems in relation to trade union freedom of association, collective bargaining and industrial disputes, in particular the right to strike

The seminar showed that the labour legislation in the represented countries is still influenced by two main processes: the transformation and the harmonisation to EU law.

Regarding individual labour law, the legislation is governed by political and economic rather than human rights aspects.

Many problems occur in the field of fixed-term employment contracts despite the fact that they are considered in many countries as an exception to the general open-ended contract. Croatia, Romania, Hungary, Slovakia and Poland are among the countries quoted as examples. The use of fixed-term contracts is increasing in the applicant countries and especially in the Balkan region. The fixed-term workers do not dare to join trade unions out of fear of losing their jobs. So the workers are much more vulnerable in terms of protection of their rights, while the trade unions cannot protect them due to the lack of membership.

On the other hand, part-time work is not a widespread employment form mainly because pay levels are so low.

A new phenomenon in the area of contractual relations that is emerging increasingly in the region is the so-called "economically dependent worker".

Another characteristic of the region is the flexibility and reduction of workers' rights. The phenomenon of "employment at will" appears to be on the increase. This is the case in the field of termination of contracts. In fact, the labour law does not guarantee enough sanctions for unlawful forms of atypical work and unlawful flexibility. Some examples of countries have been quoted.

Regarding collective labour law the main points are the following: firstly the freedom of association is guaranteed by law, the right to strike is generally recognised and collective bargaining is also protected by law. However, the application of these rights and the degree of their enforcement is generally neither satisfactory nor effective. Secondly, the social dialogue and collective bargaining is hindered by the lack or weakness of employers' organisations. Thirdly, regarding the right to strike the worst problems are to be found in Romania where the law requires excessively long preparatory procedures. In some countries solidarity strikes are prohibited or limited.

The general experience in all the countries was that the degree of enforcement and implementation of workers' rights is generally not satisfactory; court procedures, moreover, tend to be too protracted to be effective. Labour inspectorates exist in these countries but are insufficiently staffed, while the sanctions represent an inadequate deterrent. In general, most infringements of workers' rights are related to working time regulations and the payment of wages.

As a final statement of the workshop, the participants stated that: 1) Governments are too willing to accept the false argument that deregulation is allowed in implementing the European social acquis, 2) the region is characterised by a political will which seeks only to attract foreign investors by offering them a "labour law wild west",

3) trade liberalisation leads to a tremendous increase in precarious employment, and

4) basic but fundamental principles of international and European labour law, such as the principles of "non-regression" and "more favourable provisions", are too easily set aside.

The experts concluded there was a need for a common strategy to develop social legislation and its real implementation in their countries. They recommended:

- To set up a network of labour lawyers in the region to exchange their experiences, compare their legislation and assist each other
- To develop a more direct contact between the experts to be able to act in urgent cases and to help each other in their professional work also
- To continue the close co-operation with the ETUC and organise more workshops, seminars and meetings

The participants emphasised the absolute need for a better and up-to-date knowledge of EU labour and social law. Finally they drew the trade union leaders' attention to the importance of the workers knowing about their rights.

Stefan Clauwaert, ETUI/ETUC NETLEX Co-ordinator

Stefan Clauwaert presented the ETUC trade union legal experts network NETLEX. This network was created to advise and inform the ETUC on the legal developments and aspects to be taken into consideration in the EU debate. Already in 1994 a first meeting of the legal network was set up. In 1996 it was decided to have a co-ordinator to ensure that this network became more lively, active and productive for both the ETUC and its affiliated organisations.

The main pillars of NETLEX are in first instance the so-called “Helpdesk-function” whereby the affiliated organisations can, via their contact persons, request information or advice on EU or comparative labour law. Secondly, direct contacts are established between the ETUC and its lawyers at the national level via annual conferences. NETLEX members can also contact each other directly to ask for advice or information about a legal dossier at stake in their country. A third pillar is the distribution of information via the NETLEX website and comparative legal reports the latter also being used to assist the ETUC in the EU social dialogue and to report on the implementation. Fourthly, a close cooperation with ETUC is ensured via the participation of the NETLEX Coordinator in the EU social dialogue as member of both the general ETUC negotiating committee as well as the drafting group. Finally, but still in a first phase, NETLEX tries to provide training for its trade union lawyers. The need for this was clearly identified in the results of a questionnaire on the evaluation of five years of NETLEX operation, on the occasion of which 94 % of the replies indicated a need for more training.

As for the regions represented at the conference, the following activities could be mentioned. Firstly, the Baltic Labour Law Project, which is a project organised and financed by the Swedish Unions. The national unions from the three Baltic states, Poland and the region of St. Petersburg (Russia) identify crucial national legal labour law problems and forward them to the Project committee which then decides upon the case and appoints an international expert to write an international legal opinion which the unions can use in the bargaining process, in legislation drafting processes or before the courts. Currently negotiations are ongoing to enlarge the project along the same concept to all EU candidate countries. Secondly, two years ago the NETLEX organised its annual conference in Vilnius discussing the implementation of the social *acquis communautaire*. The current conference can be seen as a follow-up of the latter conference. Thirdly, first steps have been undertaken in October 2002 in Sofia to set up a “Balkan NETLEX”. And finally, within the Mediterranean area a project is ongoing to develop national reports on the situation of labour law in these countries.

The ETUC furthermore strengthened its internal legal capacity by setting up the so-called “Legal Coordination Group” in June 2002. Six people each with very considerable expertise in a given field come together each month and discuss all legal problems in a multi-disciplinary and multi-level (ILO, Council of Europe and EU) way.

Interventions

Croatia – SSSH-UATUC

The representative first of all expressed his satisfaction with the outcome of the Zagreb meeting. He confirmed that in Croatia 85% of the newly employed workers are indeed working under fixed-term contracts, which creates enormous problems for workers and the protection of their rights.

With the accession to the EU, and more generally globalisation, new problems have arisen for the trade unions insofar as employers, governments and the new investors have failed to pay attention to workers' rights.

He saw the need to harmonise the labour legislation with EU standards which will give room for trade union action which needs to be explored as much as possible. Trade unions have to fight for workers' rights against the International Monetary Fund, which influences the government and advises it on what to do and how to proceed.

A request was made for better and more frequent communication between the countries attending the conference in order to amend legislation and to bring it more into line with EU law. The Eastern countries need to have the same view about labour legislation. This legislation has first to match national interests and then EU standards.

Trade unions have to negotiate firmly to prevent (social) dumping. Investors have to be compelled to negotiate with trade unions whose demands should certainly not be too low. Firstly, deregulation must be fought and then, through negotiations, a high level of protection of workers' rights should be achieved.

Since labour protection has to take place through cooperation, it was again stressed that the Eastern European countries have to have similar attitudes to this problem to be able to resist the Government and the International Monetary Fund which try to minimise workers' rights under cover of competitiveness.

Estonia – EAKL

The representative supplied the information that the Government had just suspended the social dialogue in Estonia.

For this reason, but also on account of other problems, NETLEX is very important to obtain comparative information and achieve communication between the legal experts of different countries and trade unions. The comparative legal research of the ETUI is helpful as it treats interesting legal subjects from the trade union angle. Also the Baltic labour law project helps to defend trade unions rights, whereby opinions of international legal experts are used in legislative drafting, lobbying and collective bargaining processes. The project is very relevant, of high quality and offers useful arguments to take home for the day-to-day work in the representatives' own countries. Finally, the NETLEX meetings have an important educational value and enable the development of common positions.

Slovenia – ZSSS

In Slovenia a codification, including many laws on labour relations, has been undertaken. The most important is the "Employment Act" of April 2002, the preparation and negotiations for which went on for 7 years. The social partners discussed jointly acceptable solutions for all

the problems. In these negotiations the Government acted as a mediator rather than being a party itself.

Other important laws concern amongst other things:

- Hotel staff management
- Workers' participation
- Employers' advisory services
- Trade unions
- Foreign workers (they can be members of trade unions and of works councils)
- Right to strike 1991

The representative explained furthermore that in the event of bankruptcy the employer has the possibility, if the employee has not received any security pay, to pay him for three months. But normally the employee receives unemployment pay irrespective of whether the employer went bankrupt or not. A new system provides that employees should not be made redundant in the case of bankruptcy but allowing the insolvency administrator to handle relations with the workers.

Most important questions relating to workers and their rights are solved via collective bargaining and social dialogue. Since 1994, the Parliament has asked the advice of the Social and Economic Council before any law on workers is passed. This is based on a yearly contract that has, however, no legal basis.

Currently negotiations are taking place on a law on collective agreements that will become important for future negotiation on working conditions.

Macedonia – CCM

The difference between the countries of Ex-Yugoslavia and the CEECs is that our countries had more workers' rights than the other countries. But during the 12 years of transition many rights were lost. Still in some areas there are more rights than in the West, e.g. equal treatment and religious treatment.

During the transition trade unions have been prevented from taking a full part in the social dialogue. A constitutional framework for trade unions is missing. It is a problem that the Government itself does not implement or respect its own legislation. It is clear that the lost rights have in any case to be regained. One step in this direction is the signing of the social dialogue agreement with the new Government.

In SMEs, a large number of workers dare not join trade unions for fear of losing their work. In addition, many fixed-term contracts have been concluded for very short terms, and even the Government abuses the use of this form of contract. Trade unions have tried to convert them into open-ended ones, but with only some successes so far. This is one of the major tasks of trade unions.

It is clear that assistance is needed to educate and train the governments, as the problem lies on their side and not on the workers' or trade union side.

Bulgaria – CITUB

During the period of transition trade unions find themselves in a real battle between, on the one hand, ILO standards, EU Directives and, on the other hand, the strong influence of the World Bank and the IMF regarding labour and social legislation. The latter are seeking to lead us to a “new American model”, but not the European social model.

In March 2001 the labour code was amended. Before this, balanced negotiations between the social partners took place.

Now, a new battle is to be fought, as the new Government under the influence of the World Bank wants to lower the achievements gained. Trade unions have attacked negative changes in legislation on crucial issues such as fixed-term and part-time contracts, paid leave, the liberalisation of termination of contracts and the project to diminish the compensation in cases of termination of the contract.

In any case, trade unions in Bulgaria stick to the *acquis communautaire* and have agreed with the Government to revise the labour law only in order to incorporate EU standards.

The support of NETLEX is therefore needed in the following fields:

- To influence the Commission with the demands of the region
- The law on regulation of workers’ claims in cases of employer insolvency
- The urgently needed law on labour inspection
- The law on settlement of collective labour disputes applicable since 1990
- The civil servants law, in particular with regard to the problems of their collective rights
- Amendment to the penal code, to declare as a crime each offence against the right to association

In addition, we need the western European colleagues to be more closely involved in trying to solve our problems.

Lithuania – Solidarumas

The representative expressed a personal, and undoubtedly controversial, reflection on the title of the conference “fighting deregulation”. The existing level of protection reflects the socialist labour law approach whereby there are many ideological provisions, non-enforceable provisions or merely formal guarantees. If all this were to be enforced, obstacles for business would be the outcome. Such provisions should be absolutely banned. The speaker did not agree with the idea that there should be no space for deregulation, as many legislative changes were required to delete the obstacles to the new economy. He suggested greater understanding of the need for change, so that total opposition to any kind of deregulation did not make sense.

Tunisia – UGTT

The representative pointed out that there are a number of similarities between the candidate countries and the countries in the southern part of the Mediterranean – the Arab countries.

This can be expressed in two ways:

- Firstly, the labour legislation suffers from social and economic constraints which leads to an increase in fixed-term or part-time work
- Secondly, there is a need to establish some sort of balance between the need to develop the economy and at the same time to provide some sort of social protection

In our countries, as in the others, there is a tremendous difference between the text and the context of the law. On the one hand there is the law and on the other hand its implementation. One gains the impression that there are two sets of law.

In his view the legislation should be progressive and help to carry out social changes and improve reality.

With all these points in common, it would be useful to meet regularly with the representatives of the two halves of the Mediterranean and for such meetings NETLEX seems to represent an interesting and relevant forum.

Romania – CARTEL-ALFA

The speaker firstly pointed out that in 2000 the NETLEX carried out work in Bucharest on the draft labour code. Many positive suggestions that were made during the seminar were integrated into this code. It was underlined that the project of the labour code after 2 years of hard work is almost completed and almost fully in line with ILO standards and EU law.

A crucial issue for Romania is still the new obligation to enter into a procedure of conciliation before trade unions are allowed to strike.

Malta – CMTU

It was a great satisfaction for CMTU when the new legislation on employment and industrial relations passed Parliament in December 2001. The discussion on this law has been going on, under various governments, for more than a decade. It amends the law regarding the needs of today's labour market, taking into consideration the country's reality. This law is a step in the right direction as it is based on the European Social Model and the Social Charter(s) of the Council of Europe. It increased the protection of labour rights and it ensures more than the minimum standard mentioned earlier. Provisions can be found for example on:

- Occupational health and safety
- Protection of part-time workers
- Insolvency fund
- Protection in the case of dismissal
- Protection in the case of abuse of work
- Protection against discrimination

The confederation considers that it has been recognized as an important player bringing about serious changes.

It is important to the confederation that employers and employees continue to work together to develop a fruitful future.

Poland – Solidarnosc

In July 2002, the new labour law was adopted in Poland against strong opposition from the trade unions.

Already a new amendment is envisaged for October 2003, which aims to harmonise the law with the EU law. A committee of codification has been set up in the mean time, whose task it is to make a completely new labour code within the next year.

In the law of July 2002 there are still some controversial solutions to be found, such as:

- Fixed-term contracts can be renewed as often as desired until Poland's accession to the EU.
- An employer employing more than 20 workers has to adopt the regulations on remuneration and labour standards. In the other cases labour and remuneration conditions should be regulated in the employment contract.
- Limitation of provisions on collective dismissals
- Reduction of wages for overtime work from 100 to 50% of the normal remuneration. This provision was provided to create new jobs by employing new workers but in practice it does not lead to new employment. The consequence is that overtime levels exceeded 150 hours per worker per year.

It is also foreseen for the future to allow the termination of a collective agreement by notification by only one party to the agreement while at the moment this is only possible at the request of both sides. This is all the more worrying since the social dialogue is in deep crisis at the present time.

One argument used by the Government for all the changes is that EU law would justify lowering the standards. The principle of “non-regression” is thus not respected.

Bosnia – TU Confederation of BiH

There are two main problems faced by trade unions in Bosnia in their activities. One has to bear in mind the history of BiH in the last 12 years, with the still present adverse effects of war. The largest problem is that the central public authorities are not functioning properly. This undermines our attempt to make collective laws concerning social and labour rights.

The High Commissioner of the EU in Bosnia has a high degree of influence but in the trade unions' view he does not sufficiently use his position to influence social and labour problems.

It should also be stressed that, regarding deregulation of social protection and labour law, trade unions have to face important pressure from the IMF and the World Bank. This is a tremendous problem for all countries in the region. We very much hope that we can together devise a stable policy towards those organisations with the active help of ETUC and NETLEX and we hope to find answers to the negative trends. The Government is for the moment not strong enough to stand up against this pressure, bearing in mind the economic situation.

The trade union dialogue has to be enforced especially for the region of the Ex-Yugoslavian countries. Only then can we create basic standards. In that sense, NETLEX and ETUC can help us a great deal. Individually we are very weak, only together can we achieve our aim to protect the rights of our workers.

Conclusions by Stefan Clauwaert, ETUI/ETUC NETLEX Co-ordinator

To conclude this session, the following main points should be considered:

Communication and networking

Although it might well be an important tool, this does not have to be done only through NETLEX since there are other opportunities also. However, we will work on an even more enlarged list of contact persons of NETLEX – to be found on the website – whom you can contact directly. It is crucial to work together, as the same arguments exist all over the region: competitiveness and economic situation, etc.

Need for comparative information

Already a lot of reports exist, but we see the need to work on far more issues as also shown by the evaluation of the activities of NETLEX during the past five years. Issues to consider include: pay (including pay for overtime work), protection of workers in case of insolvency, dismissal protection, rules on labour inspection and labour dispute resolution. Regarding the latter, it should be mentioned that a comparative report on the mediation and conciliation systems in the CEECs, drawn up by ETUC Infopoint¹, was made available to the participants. In addition, references to the recent Commission study on similar procedures in the EU member states are provided in the background materials to the conference.

Information on new developments in the region

Regarding new developments in your country, we recommend that as soon as you have translations of new laws or draft laws to send them to us, so that we might contribute to the discussion you have. The role of a trade union is also to try to convince governments, using well-elaborated arguments, that trade unions can play an advanced role in helping the government to draft laws in line with international and European standards.

More education and training

As also identified in the evaluation of NETLEX, more efforts will be invested in ensuring more training for trade union lawyers from the region.

Combined use of ILO, Council of Europe and EU standards

A piece of advice might be the following: what you should focus on first depends on your target objective (ILO, Council of Europe or EU instruments). If you want to become a member of the EU, the EU Directives should of course be your primary target. But since also EU law is not complete, in particular in the social field, all the available instruments should not be used in a competitive but rather complementary way.

Enlarge NETLEX

It became clear from the discussion that NETLEX should be, on the one hand, regionalised and, on the other hand, generalised. Regionalising means e.g. strengthening cooperation in the Mediterranean region, or enlarging –hopefully– the Baltic Labour Law Project to a European Labour Law Project, for all the accession countries. On the other hand, each regionalised NETLEX should not lose touch with the general NETLEX.

¹ ETUC Infopoint, the ETUC's central information point, was created to help social partners and assist them in setting up projects financed by the European Commission's budget lines.

ETUC Conference

“The community social acquis in labour law in the CEECs and beyond: fighting deregulation”

First session

Collective labour rights

Chair

Isabelle Schömann
ETUI/ETUC NETLEX Coordinator

Introduction

Gérard Fonteneau, ETUC

On the Council of Europe and the
respect of the right to collective
bargaining and the right to strike

Isabelle Schömann, ETUI/ETUC NETLEX Co-ordinator

This session will deal with the effect of deregulation on collective bargaining. We will look at other collective rights, such as the right to strike and the right of association, which have been most affected.

As an introduction I want to quote a commentary made this morning on the non-competitive character of international and European legal instruments. Though EU law already deals with important issues concerning collective rights, such as information and consultation of workers and the representation and participation of workers in the workplace, these answers do not cover the whole range of collective labour schemes. This particular feature of EU labour legislation is due to the distribution of competences between the European Institutions and the Member States so that, for example, wages, the right of association, the right to collective bargaining and the right to strike are strictly excluded from EU competences.

Also a formal externality of these collective labour rights to the EU Treaty can be witnessed. The EU Treaty directly refers to international legal instruments that proclaimed the existence of the fundamental right to organise and fundamental right for trade unions to bargain as well as the existence of the freedom of association as mentioned in Articles 5 and 6 of the European Social Charter adopted by the Council of Europe, as well as ILO Conventions Nos. 87 and 98. It is with reference to these instruments that we are going to start this session.

Gérard Fontenau, ETUC

It is very important in our times to support the global system of ILO Conventions. But the Council of Europe and the (revised) Social Charter should also be mentioned. It has always been the policy of the ETUC to promote the three available systems of labour standards in a complementary way. In addition, it should be mentioned that the ETUC has now the opportunity to be involved in the work of the supervisory body of the Social Charter, the so-called Governmental Committee. This body meets three times a year in Strasbourg and checks the ratification and implementation of the charter. There exists also a system of collective complaints which gives – if the member state has ratified the relevant protocol – the possibility to national trade unions, as well as the ETUC, to complain if certain articles have been wrongly applied or not applied at all.

In 1998, the ILO Declaration on Fundamental rights and principles at work was adopted, making 8 conventions binding on all Member States irrespective of ratification by the Member State. This applies to the conventions on forced labour, trade union rights, equal treatment and elimination of child labour. But, trade union rights are considered also in other Conventions such as No. 135 on the representation of workers, No. 141 on trade union organisation of rural workers and No. 151 on workers in public sectors. Of course, one should also not forget the other important Conventions, such as those on working time, health and safety (often overlooked even by current EU member states), labour inspection and social security matters. They are just as important even if they are not considered as fundamental conventions.

All these texts need to be ratified, for then the country is obliged to apply and implement the Convention in the context of its own legislation.

The ETUC therefore recommends that trade unionists approach the Minister of Labour to meet within the framework of the national tripartite committees to raise matters relating either to the Social Charter of the Council of Europe or the ILO Conventions and to call for ratification by the state. This should be done regularly to ensure that the texts do not remain virtual but are applied and implemented. It should also be ensured that national reporting to the ILO and the Council of Europe is clear and honest and, in this respect, it must not be forgotten that trade unions have the right to make their own comments. It was also recommended to send the trade union comments to the ETUC, which could use them as ammunition in their interventions, in particular in the Governmental Committee of the Council of Europe.

For this session, some examples of the comments by the control organs on the implementation of Conventions Nos. 87 and 98 and Articles 5 and 6 of the Social Charter have been selected. Looking at the evolution during the years 1990-1995, these instruments have been taken seriously and were passed into law. But the whole process is progressing very slowly. A lack of use of the instruments by the trade unions was detected.

In **Bosnia Herzegovina** freedom of association is a problem, as the period required for registration is far too long. The trade unions of Bosnia Herzegovina were thus asked to put down in writing the intervention of the morning session, as this could be very useful to the control organ.

In **Bulgaria** the right to strike is not fully respected. In the area of transport, energy and health, the right to strike is limited. There are compensatory guarantees for this lack, but the balance is not yet sufficient. A request to change this practice was therefore formulated during the session. There are limitations also on civil servants' right to strike. The ETUC believes that this could be a subject for a collective complaint to the Council of Europe.

In **Cyprus** the right to strike can be suspended by the Council of Ministers, but there are ongoing negotiations to change this situation.

Croatia was asked for more rights to strike in the railway sector. The problem of minimum services persists. Regarding the ban on strike for workers seeking to claim their rights because they have not been paid, the legislation has been changed. Strike is now allowed when the workers have not been paid for more than 30 days.

In **Estonia** the problem related to the freedom of association seems to be solved. The limitation of the right to strike to secure minimum services is still in force.

The ILO protested also against **Macedonia** as no information on the situation was provided at all.

In **Hungary** protection against discrimination of trade unionists is lacking.

In **Lithuania** problems on minimum services during a strike were reported, but since then interesting changes had taken place.

The civil service is the problematic field in **Poland**, as trade unions were not allowed to deal with questions regarding the whole country. But the remarks made by the Polish colleague in the morning session should be considered.

The **Czech Republic** has problems with the law on trade unions, which does not respect Convention No. 98.

In **Slovenia** the situation seems to be quite acceptable. In **Slovakia** problems with political action were reported.

Turkey ratified Conventions Nos. 87 and 98 rather late. Articles 5 and 6 of the Charter have not yet been ratified. This is surprising, as one would assume that if Conventions Nos. 87 and 98 have been ratified Articles 5 and 6 of the Charter should be ratified as well.

Concerning ILO Convention No. 87, one could state that the situation in the countries seems to be quite acceptable. Regarding Convention No. 98 some obstacles still have to be faced. As mentioned above the protection against trade union discrimination is often not sufficient, the limits to trade union membership of civil servants are not acceptable and the independence of trade unions is not always satisfactory.

The reports of the ILO give, however, only a partial view of reality as they are very much based on the legal provisions and less on their implementation. But this is a very important and interesting issue. In this connection, one should not, as already mentioned, forget the worrying pressure of deregulation coming from private investors, the World Bank and Governments using accession as a pretext to lower standards.

Gérard Fontenau therefore suggested establishing tripartite committees at the Ministry of Labour to insist on the implementation of international regulations and to see how the international institutions judge a country's situation. It is up to trade unions to make the practice in their own country known. It was also asked that each document sent by the national trade unions to the ILO should also be sent to the ETUC to help them in their work.

Interventions:

Romania – National Trade Union Congress

The speaker reminded participants that at the ILO the employers and the Government had insisted on their point of view regarding the registration for occupational accidents.

He also pointed out that in Romania employees who are not members of a trade union benefit from the protection of Conventions in the same way as affiliated workers. Also, the mentioned Art. 5 of the Law of 1991 no longer applies, as this Article has been changed. Now, every worker – except military personnel and high-level public servants – can be a member of a trade union.

It was stressed that nationality has no implications for labour relations.

The current labour law is based on ILO standards as ILO representatives came to Romania to help draft the text. This law, a joint production by all social partners, will soon be submitted for parliamentary approval. The work on the text was carried out carefully to ensure that it also coincides with EU legislation.

Regarding Art. 6 of the Council of Europe Social Charter, a national consultation body, called the “Economic and Social Committee (ESC)”, was established in Romania. In the past problems occurred, as this Committee was not consulted before the law was agreed upon in

Parliament. Following the new applicable legislation, the ESC has the right to comment on laws. The civil society is also to be represented further by NGOs. As far as legislation on social and labour matters is concerned, the ESC has to be consulted now.

The Romanian representative reported positive developments regarding collective bargaining and strike. Intensive consultation is to be established to ensure a framework whereby strikes can be called more effectively and faster.

Slovenia - ZSSS

When considering the report of the Council of Europe, one should not forget to take into consideration the transformation in the Eastern Countries.

Regarding collective agreements each country should solve its problems in its own way. Slovenia, for example, in the 1990s created the system whereby collective agreements apply to all employees. Today it can be said that this approach was a good solution.

It is not surprising to hear that the Slovenian legislation does not match the requirements of Art. 6 § 3. But a new labour law is expected in January 2003.

Cyprus – SEK

Some clarifications on the right to organise and the right to strike in Cyprus were provided. From this information it emerged that the right to organise is indeed guaranteed for all workers with the exceptions of the military and police force.

Also, a constitutional provision gives the Committee of Ministers the right to cancel a strike which it regards as a threat to essential services. This right is rarely used, but it is nevertheless a provision that cannot be accepted by the trade unions. Negotiations to amend this provision are ongoing.

Bulgaria – CITUB

Regarding the right to strike both negative and positive aspects can be reported. A negative development is the fact that no improvements on the limitation of strikes in the energy, communication and health care sectors have been made and that in the law for railway transport a new limitation has been introduced according to which 50% of services have to be provided as minimum services. This means that a strike can hardly ever be lawful in this sector.

A positive development to be reported is that clarifications on which employees are to be considered civil servants were integrated in a law by mentioning the specific positions. Civil servants have the right to organise but the right to bargain is still missing.

Changes were also made to the law on the resolution of collective disputes. Mediation and arbitration procedures and institutions were introduced. The supervisory board has to consist of an equal number of trade unionists, employers and governmental representatives. The president of the board is to be appointed after consultation of the supervisory board by the Ministry of Labour. These bodies will be up and running in the forthcoming months. The negotiation process regarding the question of a regional or national structure of arbitration is ongoing.

It was also highlighted that judicial review is now possible in the case of a ruling that a strike is illegal.

France – CGT

The representative referred to the competition between ILO and EU rules regarding, in particular, the ILO health and safety conventions and the manifold EU directives in this area. This had led to a “Solomon” judgement by the ECJ according to which competences in this field are shared, leaving unresolved the question of how they are to be shared. The negative outcome is that EU member states have not ratified these Conventions, with the exceptions of Sweden and Spain. This ridiculous situation should be stopped and the Conventions ratified in interest of the workers.

Estonia – EAKL

Three remarks were made: 1) Estonia ratified the Social Charter only two years ago; 2) military personnel may not join or form trade unions while public servants and state servants may also not take part in strikes; 3) the capacity of the state to protect against trade union discrimination is very weak.

Turkey – KESK

Following the intervention of Gérard Fonteneau, the representative confirmed that strike is indeed an issue under discussion in Turkey. The state does still intervene in strikes, as reported in the ICFTU Annual Survey of Violations of Trade Union Rights (2002), often on pretext of protecting “national security”.

Turkey has 2 million public sector employees. In 2001 a new law on trade union rights in the public sector was passed, as a result of which collective negotiations, called “collective talks”, may now take place. This designation was preferred because the result of these talks is not legally binding.

Reactions by Gérard Fontenau

A reminder was issued to participants to kindly provide the ETUC with written copies of the statements made during the conference to enable the ETUC to react to the relevant bodies and further assist the trade unions concerned. Texts of Labour Codes should be sent as well. Regular updates on labour law developments in the countries of the region are also very welcome.

It became clear from the discussion that issues such as the right to strike and the question of essential services need further investigation and reaction.

The Bulgarian representatives were asked to send details of the prohibition to strike for civil servants. It could then be checked if a collective complaint to the Council of Europe is possible on which the ETUC would give an opinion to the Bulgarian trade unions before proceeding further. It should be remembered in this connection that collective complaints do not only provide a solution for the country in question but also generate case law applicable to all other member countries.

The Estonian representative was asked to provide information on the situation of military personnel.

On the problem between the ILO and the Commission, it was also remarked that if the USA and Japan do not ratify a Convention, the other countries would not ratify it either. This leads to a devaluation of the international instruments.

It was recalled that the right to associate freely is a fundamental right, especially as it is reported that many workers in this region are prevented from joining trade unions, in particular in SMEs. It was stressed that the right to associate is a human right, just as all trade union rights are part of the civil and political rights of all citizens.

Conclusions by Isabelle Schömann, ETUI/ETUC NETLEX Co-ordinator

Several factors slow down the evolution and the recognition of trade union rights as fundamental rights, such as the lack of economic and politic stability in the region, the ratification and implementation of international instruments that modify in depth the legislative landscape, the shortage of democratic rights, the paucity of collective bargaining culture and the difficulties in developing the social dialogue which, furthermore, is not encouraged by governments. Moreover, trade unions have to adapt their structure to changes in ownership and to facing a high rate of unemployment.

It is important to remember that infringements of collective bargaining rights are not acceptable. If employers have personalised collective bargaining, trade unions have to develop strategies to regain lost grounds.

The following strategic directions could be proposed: at the national level active negotiation rounds should promote collective bargaining as an consensual means of protecting fundamental (individual and) collective rights such as trade unions rights. Particular interest should be given to the definition of “essential services” and, consequently, to the definition of the right to strike for white-collar workers. The integration of mediation and conciliation procedures should be promoted as a necessary and complementary means of dispute settlements to judicial procedures. The right to join trade unions should be protected, particularly in SMEs, and this requires active involvements of trade unions.

At international level, national trade unions could play an active role in the tripartite committee of the Council of Europe or at the ILO. Furthermore, commentaries could be made to the annual reports delivered by each country to the Council of Europe to better reflect national practices and not only the state of rules.

By way of general conclusion, three main priorities were developed: the promotion of information on and comprehension of relevant legal systems and norms; the promotion of the social dialogue as an essential means of protection of fundamental social rights; and finally the development of the use of international tools to ensure the implementation of collective labour rights as an alternative to non-sufficient national litigation procedures.

ETUC Conference

“The community social acquis in labour law in the CEECs and beyond: fighting deregulation”

Second session

Fixed-term employment

Chair:

Judith Ivány Czugler, MOSZ

Introduction:

Jean Lapeyre, ETUC

Jean Lapeyre, ETUC

The negotiations on atypical work were conceived with a clear aim in mind. This was to create employment stability and, at the same time, avoid discrimination. Not all aspects of discrimination could be considered. Social protection and social security (such as access to health care, statutory pension rights and unemployment payments) - the most important aspects of discrimination - were left out, as this area belongs to the competence of the member states. The social partners thus dealt only with employment conditions in the different kinds of contract.

The issue of precariousness was one major concern. All areas not covered by law had to be eliminated to ensure that all workers in the EU member states were guaranteed the same minimum standards. For example, two EU member countries – the United Kingdom and Ireland – did not have any legislation for these types of contract. This fact led to social dumping between these countries and other EU member states. The approach of the EU social partners was thus to make sure that a common basis existed and to avoid all loopholes by establishing minimum standards.

A second example is that the Agreement on part-time work improved the situation for 5 million workers in the United Kingdom. Even if the Swedes – for example – did not benefit directly, it reduced the pressure in those countries that already had a more advantageous legislation for the workers. The agreement in any case avoided more social dumping by eliminating zones that create tension and drag standards down. This achievement should not be neglected.

Another concern is equal treatment. Regardless of type of contract, workers are to have the same rights although in some cases the principle *pro rata temporis* has to be applied. Why should there be pay discrimination for full-time fixed-term workers in comparison to similar open-ended contract workers? The ETUC wants to ensure equality of treatment as this is linked to comparability. Equality was needed in particular in the field of part-time work, which is a real “ghetto of female workers”. It was difficult, indeed nearly impossible, for them to get out of this ghetto. Barriers solid enough to ensure that part-time work is carried out only through choice and is not enforced were necessary, as part-time work leads also to long-term discrimination for instance regarding pension rights and benefits. Part-time workers should be given the same opportunities and the same access to training as other workers. Many companies do not train part-time workers, as they believe that the investment in these workers is not useful for them. But here the *pro rata temporis* principle is not acceptable.

The third concern is to limit the use of atypical work contracts. It is extremely important that these contracts remain a marginal phenomenon. The contracts must only be legal under certain well-defined conditions. In the United Kingdom for example a worker could remain on a fixed-term contract for his whole life by repeated renewal of the contract.

The EU social partners therefore created conditions for these contracts founded on three basic elements: limitation of the number of times a contract can be renewed, the maximum length of fixed-term contracts, and the need for objective reasons justifying this type of contract (such as a precise date, a specific task to be completed or a specific event such as parental/maternity leave, sickness or training).

Three questions have been put to the floor by the programme of this conference. The first was the question as to whether fixed-term contracts are the rule or an exception. The Agreement signed by the EU social partners mentions twice that the open-ended contract has to be and must remain the general rule. Employees in a precarious situation have more difficulty in carrying out their tasks; they have to work under high pressure and greater stress. Employers have an interest in the well-being of their employees, since then the employees are more motivated to work and less stressed.

The second question regarded the succession of contracts. The permitted number of successive contracts needed to be limited. A certain amount of security for employees needs to be provided. This is advantageous to the employers as well, as it is more difficult to dismiss a fixed-term worker due to the higher costs.

The Agreement on tele-work, in the view of the speaker, is the best concluded so far. Three times more time had been spent inside ETUC in preparation of their own demands than in negotiations with the employers. The method of negotiation had certainly also furthered trade union culture in Europe, especially the capacity and ability to deal with problems at supranational level. When negotiations between social partners started in 1985 it was no easy task, as this was the first experience of the transfer of power from the national to the supranational level.

The quality of the information supplied to the ETUC is another essential prerequisite for the negotiating progress. Over the years the ETUI has developed into an institute carrying out complicated studies. It is important that, in the negotiations, the ETUC has a legal specialist at its disposal. He is able to use NETLEX quickly to ensure that no problem on national level is neglected. Qualitative information is needed in order to avoid disconnection from reality.

Politically, the ETUC needs to ensure that subsequent legal interpretation of an Agreement will be more advantageous to the workers than to the employers although it is rather difficult always to keep the right balance. ETUI implementation reports drawn up so far (e.g. on parental leave and part-time work) show that the Agreements being concluded are very positive for the evolution of the social law on the European and national level.

Regarding the Treaty it has to be emphasised that the EU social partners are the only ones to have drawn up articles of the Treaty (Article 138 and 139). These articles give them the possibility to suspend a legislative initiative, to negotiate and to choose whether a concluded Agreement shall be implemented by them or through a Community instrument. It should also be recalled that if an EU framework agreement is presented to the EU institutions after its conclusion, there is no possibility for either of the EU institutions to change the wordings. They may accept or decline to accept it. This is their only right.

Interventions

Croatia – SSSH-UATUC

Fixed-term work is a very important subject for Croatia as 80% of its workers are employed on a fixed-term basis. It is almost impossible to persuade these workers to join unions, as the fear of losing their work is too great. In fact, the situation is one in which all three parties are happy: the worker because he has a job, even if it is for a fixed term; the trade unions because more workers find jobs; and the government because the unemployment statistics look much better. Even so, he emphasised that the legislation should not be too strict.

Slovakia – KOZ SR

The representative informed that the rights of workers on fixed-term contracts have been reduced, as the maximum duration has been prolonged from one to three years. The sickness and pension insurance has been reduced from 90 to 55 % of the daily wage. This provision will come into force next year.

Morocco – UMT

In Morocco, the draft for a labour code did not pass due to the refusal of the trade unions. This was mainly due to the fact that it was foreseen in this code that a fixed-term worker could be re-employed by the same employer on a fixed-term basis after a one-month break in the employment relationship.

The ETUC's response to this remark was to argue for caution in refusing a whole law because of some unacceptable points, as this might lead to a situation where many workers are not covered at all by legislative provisions.

France – CFDT

The representative was concerned about the increasing number of problems of undeclared labour and was surprised that none of the speakers from the region had raised this issue so far.

Jean Lapeyre reacted to this by saying that the problem of undeclared employment is one that, unfortunately, cannot be solved via an EU framework alone. Nevertheless, it is foreseen that in the near future ETUC will organise a seminar, together with the employers, to deal with this problem.

The Italian representative of CISL stressed that the reintegration of undeclared workers into the field of legal employment is indeed a problem, which needs to be tackled urgently.

Estonia – EAKL

The problem regarding pensions for fixed-term workers was underlined, as it is also a problem in Estonia. Nevertheless, it was pointed out that Estonia would benefit from the Directive for example regarding the restriction on renewals of fixed-term contracts, a matter on which no legislation exists in Estonia.

Bulgaria – CITUB

The representative announced that the Directive on fixed-term work had been transposed into the Bulgarian labour law in March 2001. Fixed-term contracts can now only be concluded under specific conditions for temporary work, seasonal work and for specific services. The maximum duration is two years and the contract can be renewed only once. The problem is that there is no provision for sanctions if the employer does not respect the legislation.

Conclusions by Judith Ivány Czugler

Fixed-term work is a very important subject that should not be marginalised. The Eastern European Countries should take full advantage of the Directive. The principles like non-discrimination, quality of work and fixed-term contracts as an exception should be respected. Flexibility of employment is needed but must at the same time be accompanied by protection and security for the workers.

ETUC Conference

“The community social acquis in labour law in the CEECs and beyond: fighting deregulation”

Third session

Enforcement of labour law and labour inspection

Chairman: Branislav Canak, NEZAVISNOST, Serbia

Introduction: Claude Emmanuel Triomphe, General Delegate
of the European University of Labour Studies

Claude Emmanuel Triomphe, European University of Labour

Enforcement of Labour Law and Labour Inspection

After a brief presentation of the research areas of the European University of Labour Studies, Claude Emmanuel Triomphe, former labour inspector, focused on the experience he had gained in the Baltic regions as ILO expert and coordinator of the European Commission of the PHARE programme for candidate countries in the area of health and safety at work.

He went on to describe the main aspects of the enforcement of labour law and discussed them under four headings: 1) the development of labour law in the Central and Eastern European countries, 2) the question of implementing labour law, 3) the question regarding the labour inspection system, 4) what partnership would be possible between labour inspectorates and trade unions.

1. What is labour law nowadays?

There are various sources of labour law.

A number of laws are collected and presented together in a labour code; however, not all countries have one. Therefore labour law is not always to be found in a code.

The labour codes are subject to very heated debate in the region as they are the conception of a social model. Labour law consists of laws and rules that arise out of these laws. Rules of implementation are sometimes still linked to obsolete laws, which are no longer applicable. Therefore laws and their application are faced with a problem of transparency.

The second source of labour law is collective agreements. The most developed are collective agreements within companies and some major national agreements. Only a few sectoral and a couple of regional agreements exist. The question of the relationship between these collective agreements and law arises. Do collective agreements have a link with the law? This question is a rather new one.

The next source of labour law is individual labour contracts, but many workers do not have a written labour contract, leading to a high level of black market work, which is a real problem. The legal value of the individual labour contract is not always taken into account.

The fourth source is court judgements. In this field the CEECs have made remarkable progress. Judgements are delivered either by industrial, civil or labour courts. The development of court decisions has widened the legal context of labour relations in the region. However, case law is not made public enough in the regions. Very few specialised magazines exist and there is rarely any publicity. This source of labour law is not enough used.

2. What should labour law do? Should labour inspection be concerned with laws?

Three main roles of labour inspectorates can be distinguished: 1) labour inspection is responsible for implementation of the law, 2) labour inspection and a specialised inspectorate on questions of health and safety at work coexist, 3) the labour inspectorate concentrates on health and safety at work and other labour issues are not subject to their control.

If it is assumed that the labour inspectorate has to cover all labour issues, then the question arises of whether the training programmes for labour inspectors are adequate. Labour

inspectors' training is usually highly technical, focusing on particular issues, and this makes it seem difficult to give labour inspectors responsibility in all areas of labour law.

Another question raised was whether it is the responsibility of the labour inspectorate to impose sanctions. Some laws foresee no sanctions to be implemented by labour inspectors. Should the mission of the labour inspectors then be limited to those laws that do provide for sanctions? Which part of labour law should be handed over to inspection? Trade unions should pay more attention to these questions.

Concerning application of the laws, it is important to stress that before a rule can be applied it has to be known. Labour inspectors often do not have enough knowledge of the rules. The quantity of amended legal provisions and new laws in the region is considerable. Over and above knowledge of the letter of labour law, understanding of its spirit and interpretation are essential for proper enforcement. The labour inspectors' knowledge is, generally speaking, rather technical. No information is communicated between the legal system and the administration and the question to be asked here is whether it is the task of the labour inspectorate to contribute to the dissemination of legal knowledge. Little effort in this direction has been made so far. The social partners, in particular, could participate to the dissemination of legal provisions.

3. The system of labour inspection

An additional aspect of implementation of labour law concerns the control procedure. Where and how should the control be carried out?

Labour inspectors frequently monitor the situation in well-known companies, seldom in SMEs and rarely in newly established companies. Furthermore, new start-up companies provide jobs for many workers, but as they are rarely visited by the inspectors, they have built up a zone of non-law. This leads to a two-speed labour inspection system.

What kinds of inspection methods are used?

The main problem lies in the need to define priorities. Too much energy is spent fighting illegal work. It is almost irresponsible to use all efforts in combating a small percentage of illegal work, when 30-40% of all workers suffer from poor working conditions. Furthermore, purely repressive tools are not appropriate for dealing with illegal work. Historically speaking, safety at work has always been a workers' claim. It is a basic right, like fair wages. But labour inspectors raise complaints about the passive attitudes displayed by workers, who do not care enough for their rights.

As regards methodology, labour inspection should not be reduced to going to a company, drawing up a list of infringements and sanctioning them. The methodology must be more sophisticated and tailored to the needs of a specific sector. This issue should be discussed with the social partners. C.E.Triomphe suggests, for example, checking the progress made in companies since the last inspection and encouraging exchanges with employers to define the steps to be taken in order to gradually improve the working environment over a certain period of time.

Two types of sanctions exist, namely, administrative and judicial. Administrative sanctions are often old fashioned but rapid. Negative aspects of administrative sanctions are reluctance to apply them as well as the lack of transparency of the sanction procedure. Judicial sanctions

are much more public and hopefully less corruptible. However, procedures take much longer and the outcome is often not very clear. As far as the employer is concerned, judicial sanctions do not seem to be more efficient than administrative ones.

What kind of alternative or complementary sanctions could be developed?

Publication is an interesting sanction, for information disseminated through media channels reaches a broader range of the public audience; 2) Sanctions of an economic nature, such as not allowing a company to carry out work for a limited period of time until certain conditions have been established. Labour inspectors also perform the tasks of mediation and consultation to support companies in observing labour provisions for the protection of workers.

4. What kind of partnership could be developed between trade unions and labour inspectorates?

It is absolutely necessary to develop good cooperation. Though cooperation already exists, it often takes place in tripartite organisations at national level but seldom at sectoral, regional or local level; it is thus essential to cover the entire system. Furthermore, cooperation should not just exist in principle but should be practised and active for example by establishing a common working methodology and procedures. Under this condition, results would lead to a true mutual benefit.

Partnerships are possible on the basis of a regular exchange of information. Training schemes should be carried out taking into consideration both labour inspectors and trade unionists. However, partnership should be based on the protection of basic worker rights such as health and fairness and on democratic structures. Here a common approach is needed.

Branislav Canak, Serbia, chairman of the session

If inspectors from the federal level come to a company it may happen that the management refuses to let them in with the excuse that inspectors from the federal level are not allowed into a Serbian factory. The public inspector might not go to a company but argue that federal law needs to be applied in this case.

In Serbia an inspector was asked by the trade union to go to a certain enterprise. When he arrived the security staff of the management beat him. The public prosecutor subsequently rejected the case on grounds of irrelevance.

The problem regarding sanctions in Serbia is related to the still existing social property (70%). If labour inspectors pronounce sanctions towards a company, the management will sell one of the machines without delay to pay the sanction, as material is still social property and not the management property. In such cases, sanctions forfeit all sense.

As in Serbia the legal system is insufficient, the workers rely on the labour inspectorate. As the legal procedure before civil courts, where labour cases are judged, takes a very long time, the labour inspection is needed to prevent litigation, whenever possible and in the early stage. In this respect labour inspection appears more efficient than the judicial . However, Serbia, with 10 million inhabitants, has only three labour inspectors.

Interventions

Croatia – SSSH-UATUC

The speaker thanked C. E. Triomphe for the high quality of the presentation and added the following questions: he would like to know the opinion of M. Triomphe on the task of inspectors, what would be the best way to organise labour inspection and how the relation between trade unions and labour inspectors could be organised?

C.E. Triomphe: one has to think of the obstacles of cooperation and how they can be overcome. One possible obstacle is the problem of stereotypes entertained by the parties in relation to one another. The administration defends the position that it has a particular role to play and does not have to justify its work or activities. Trade unions' position towards labour inspectors, who do not directly follow trade union demands, is clearly that labour inspectors are corrupt. This lack of understanding needs to be overcome.

A basic piece of advice would be not just to act in situations of urgency when problems actually arise. It would be much more efficient to act independently of existing difficulties. One idea might be hold a regular annual meeting of labour inspectors and trade unions to discuss problems and exchange different approaches to particular issues and therefore get to know the position of the counterpart. For example, in Estonia, five years ago trade unions and the labour inspectorate worked together to establish a common methodology, so that whenever a certain type of infringement occurred, labour inspectors would react in the same way, which had not been the case before this agreement was found.

Estonia – EAKL

The speech was very helpful for gaining an understanding of the labour inspection system and coming to see that the labour inspectorate could promote partnership with trade unions and does not have to be seen only as a state agent. Estonia will renew the agreement on cooperation mentioned. Negotiations have been going on for more than a year, as labour inspectors and trade unions cooperate at the workplace. Now the agreement seems to be acceptable for both sides.

As trade unions are not too powerful in Estonia, it is difficult to make workers believe that they have certain rights. Here labour inspectors could be of help in disseminating information and explanation on labour issues to the workers. In this respect, some progress is evident, as the labour inspectorate has accepted this task in urgent and difficult cases.

As the imposition of sanctions by the labour inspectorate is an administrative act, this decision can be taken to court for verification. The labour inspectorate is threatened by the high costs of the court procedure in the event of a lost or partially lost case. This explains the uncertainty when it comes to the application of sanctions.

The labour inspectorate does not have the capacity to fulfil all tasks. The budget has not been increased for several years. How can trade unions make the State more aware of the need to finance the labour inspectorate?

C. E. Triomphe underlined the originality of the Estonian agreement that should create incentives for other countries to act in this way. Labour inspectors should be aware of possibly existing collective agreements, even if they do not necessarily have to control them.

If a labour inspector had the right to highlight aspects of the collective agreement, this could be an advantage for trade unions and workers.

In most countries, the labour inspectorate is badly equipped and trained. Most of the time tax inspectors are better equipped than the labour inspectors. This situation is not acceptable and reforms should focus on better quality and equity of means.

Algeria – UGTA

The speaker is a former labour inspector. In Algeria all administration had been centralised and labour inspection is still part of the State. Labour inspectors need training on relevant labour law issues, but also on the market and the principles guiding the market. Furthermore, “democratic technology” needs to be increased.

C. E. Triomphe also perceives the need to renew training schemes for labour inspectors. Economic change and recent changes in the labour environment call for a new type of training programme. For example, a current problem concerns subcontracting. Labour inspectors do not pay attention to the production chain. They focus their activities on companies taken individually. But this approach does not enable them to locate responsibility. Better knowledge on the part of labour inspectors in this respect could lead to a more effective work.

Regarding the “democratic technology” used by the labour inspectors, it is urgent that the labour inspectors better balance interviews carried out in companies. They must speak not only with employers but also with workers.

Bosnia – TU Confederation of BiH

The speaker asked how trade unions could fight the black market, as in Bosnia undeclared employment is problematic with a high percentage of the workforce active on the black labour market.

C. E. Triomphe: The sanctions for the black labour market should be judicial and not administrative. Administrative sanctions in this field are insufficient and the courts are in a better position to deal with this question. Nowadays, one should think about diversifying the penalties on the black labour market. Positive and negative sanctions should be used, as punishment alone seems insufficient. Positive signals could be set when, for example, a company that works completely on the black market is seeking to improve the situation. The fight of the Administration against black labour should integrate the employers and the employees. Tripartite coordination bodies are needed on each sector.

Egypt – ETUF

The speaker wanted to know whether applied economic penalties would not have a negative effect on the employees, as they might lead to redundancies. Furthermore, what kind of training do labour inspectors need to enable them to apply labour law correctly?

C. E. Triomphe stressed that no changes will take place if it is believed that the administration is the only active actor. A rule of law within a democratic society is one that applies to all citizens. Therefore, it is not just up to labour inspectors to apply labour law. First of all, each worker is an inspector and nothing prevents trade unions from carrying out half of the inspection. To improve the quality of labour inspection, the reduction of the gap between law and reality at company level requires the involvement of workers and trade unions.

Romania

In Romania there is a law on labour protection in force since 1996, drawn up under ILO observance and containing provisions on labour inspection. The trade union movement supported this law. The trade union suggestion was to increase the role of the labour inspectorate so that it should become a real institution with an increased mandate; in addition, a Commission of health and safety at work has been created. The labour inspectorate gained influence especially on questions related to fundamental labour rights, health and safety at work. The speaker asked whether this approach seemed to be the right one.

C.E. Triomphe: Tripartite bodies can always balance the situation. You need the persons applying the philosophy you want them to apply.

France – CFDT

Trade unions must themselves be familiar with the legislation. Accordingly, it is essential for trade unions to train their own officers and, in the French trade union movement, this need is taken seriously.

Chairman - NEZAVISNOST

Do you need a trade union background to be a good labour inspector?

C.E.Triomphe: the following qualities are required: the respect for workers and the work carried out; you need to understand that the right to work is to be used in order to better balance the position of workers and try to produce a fairer environment. Furthermore, labour inspectors need to be strict, to refuse temptations, they need the ambition to achieve major objectives, simplicity and humility.

Morocco – UMT

Do you intend to deny labour inspectors responsibility by saying that the fight against black labour does not fall within the responsibility of the labour inspectorate? Is it a good idea to use the labour inspection to settle labour disputes? Should labour inspectorates necessarily depend on the Ministry of Labour or should they not rather be independent?

C. E. Triomphe made it clear that what he wanted to say in his speech was that fighting black labour could not be exclusively the task of the labour inspectorate. Rather, all actors shall fight this phenomenon.

Labour inspectors often have to settle disputes even if that is not laid down in law as being their role. They do it, because they know the parties and have experience. Systems to settle disputes can be created either inside labour organisations or outside. There are different options.

Labour inspection belongs in most countries to the Ministry of Labour or to other ministries, for example the Ministry of Trade, or it may be dependent on the Parliament. The organisation of the labour inspectorate is not essential. It must be ensured that the system works properly and that the labour inspectors can carry out their work independently, and for this there must be rules and structures. However, too much independence would place labour inspection outside the system.

Conclusion by the chair

In the post-socialist countries one result of transition is that protection of workers is considered to be a socialist attitude. As socialism was overthrown, the rights and protection of workers were also set aside. It is hard to be a labour inspector in such an environment. Workers are opposed to the reforms envisaged. Labour inspectors might in some cases be able to help in fights against reforms but they are afraid of supporting trade unions due to the risk of having problems with the State afterwards.

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Final conclusions

Grigor Gradev, ETUI/ETUC

The central and eastern European countries continue to face the key problems of transition. The Commission chose the conditional approach to accession and, in the social area, this did not succeed, as the economy was a more important aspect. Institutions were built up and it was expected that these institutions would very quickly start to create social reality very and would change society in the direction required. This was not the case, as transition is a process requiring considerable time. The policy of reform needs to be immediately supplemented by specialised and targeted policies in the social area, which will be one piece in the whole puzzle.

In the region there is still a strong deficit in terms of the will to implement existing legislation, a lack of codes of conduct, which represent the major basis for creation of the necessary social capital, and an evident and extremely severe deficit in terms of cooperation between the different parties involved in the process, e.g. Governments fail to meet their obligations and are indeed among the first to violate the law, giving a strong signal to the employers to follow their example.

We can see developments in the social area that are driving the process away from the European Social Model rather than closer to it. It was thought that the expectations associated with the process of accession and legislative harmonisation would serve to overcome the difficulties of the transition period and help to bring the countries in the region closer to the EU Social Model, but the reality is far removed from this hope. The result of the early closing of the Social Chapter by the Commission was further deregulation, further infringements and marginalisation of the trade unions in the legislative and policy process, making social dialogue inefficient.

What emerged clearly from the conference was the need for special attention to be paid to deregulation in all policy-making panels and forums and for the achievement of a clear social dimension.

Judith Ivány Czugler

In relation to the enlargement in 2004 the question arose of the kind of information needed by the trade unions. Trade unionists of the region still have much to learn, even if a great step in the implementation of the social *acquis communautaire* may be said to have been taken. But harmonisation of legislation with European standards does not directly imply understanding of the EU way of thinking. For example, knowledge of the text and objectives of the Fixed-term Directive had existed but it had required Jean Lapeyre's presentation to elucidate its real meaning and interpretation. The most important point of the presentation was to describe and explain the essential role of the social partners in the creation of the Directive. The understanding of EU ways of thinking can help the process of harmonisation with EU standards and the defence of workers' rights.

Trade unions have to raise their capacity for efficient participation in social dialogue. A good structure on all levels needs to be created.

The presentation on labour inspectorates had clearly shown the two main roles of this institution, its administrative role, on the one hand, and, on the other hand, its role of preventing future infringement and improving labour conditions. The need for active participation of trade unions in this respect was clearly stressed.

The speaker said that the request to chair one of the sessions had represented a challenge and had constituted a sign that not only are trade unionists from the CEECs taught and helped by the ETUC but that they are also involved as equal partners in the ETUC's work.

Davor Juric, Croatia, SSSH-UATUC

The conference had provided a great deal of new information, comparative analysis and discussion. All sessions had given participants the opportunity to develop their own opinions. However, this speaker felt that few suggestions had been offered of ways of improving the situation. Furthermore, the question of the role of NETLEX in the development and support of trade union strategies in the region had to be addressed.

In the Balkan region there was a need to take responsibility for each reform to be undertaken and to insist on the need for trade union involvement at each stage of the reform. There was also a need for balanced consideration of the specific needs of each country. Trade unions must participate in the work of the Government to create a new framework for labour issues and open up new workplaces. Workers' rights required strengthening and adaptation through social dialogue and trade unions must, accordingly, be prepared to compromise. The CEECs must be enabled to resist the pressure of the IMF and the World Bank.

The speaker suggested building up a mutual platform through NETLEX to deal with minimum workers' rights. The CEECs should be involved in the process of labour legislation and informed of Conventions of all kinds. Involvement of CEECs in the EU process is very important and the countries must be well prepared for it, in order to be able to protect themselves. The protection of workers' rights, as well as the fight against deregulatory provisions, relies on a strong trade union basis and the existence and cooperation of institutions related to the legislative process.

The speaker suggested furthermore to the trade unions in the CEECs that they initiate cooperation with the employers, especially in those countries where the organisations of employers are not yet structured.

Ei Amri Amal – Morocco – UMT

The speaker thanked the ETUC for the opportunity to take part in the conference, as the meeting was extremely important to all of the participants.

The countries of the Mediterranean region hope to influence developments in their countries in such a way that the working conditions can be improved, which is of course a true challenge. They know that the candidate countries have to face the same problems and issues and quite a number of similarities had emerged during the meeting.

All countries need to do their utmost to meet the challenges of modern times and face globalisation. It was observed that EU countries have discovered ways of developing labour law and improving the situation of workers.

As the Mediterranean countries are still in the process of building up labour law, it is important to stop the marginalisation of workers' rights that occurred due to the lack of legislation.

By becoming aware of the kinds of solution developed by EU countries, the Mediterranean countries obtain the necessary tools and some new ideas, e.g. the fight against atypical work.

This was a process that could inspire all countries and might prove an important result of this conference.

It was very helpful to understand that the labour inspectorate cannot be responsible for everything but that workers, trade unions and Governments are just as responsible for, and involved in, ensuring better working conditions as are labour inspectors.

The speaker thanked the organisers for the solidarity shown and for encouraging the cooperation between trade unions in all the countries. The conference gave new strength and impetus to face the work at home. Initiatives such as the conference can strengthen the institutions and structures in the participant trade unions and enable the development of common strategies to fight deregulation and ensure a real social dimension.

The hope was expressed that this initiative would lead to concrete results such as improved cooperation between all trade union movements in the various countries in an atmosphere that recognised the special characteristics of each region.

Stefan Clauwaert, ETUI/ETUC NETLEX Co-ordinator

The aim in setting up NETLEX had always been twofold. First NETLEX should be a forum for debate, for becoming acquainted with the problems, whether shared or different. This should lead to a search for common solutions.

Regarding the conference the speaker was pleased with the results. It was clear that more work awaited the legal experts.

Secondly NETLEX should be a place for the supply and exchange of information, in a comparative manner, to enable participants to learn from one another and find out about good and bad solutions.

The speaker pointed out that NETLEX, in its endeavours to offer solutions and to help, needs to both regionalise and generalise. Regionalising means to reinforce the capacity and initiative in all candidate countries through the Baltic Labour Law Project, to strengthen and extend the Balkan NETLEX and to cooperate with the Mediterranean countries through EUROMED. But at the same time generalisation is needed because no region should remain on its island; rather all should sit together at one table. There is a need for integration of different regions in the general framework of NETLEX.

The speaker concluded with an invitation to participants to ask, first, what NETLEX can do for you and, second, what you can do for NETLEX.

Peter Seideneck, ETUC

Labour law is increasingly an element of economic competition and dumping and, as such, entails a financial challenge. The Governments of the candidate countries introduce deregulation on the pretext of EU accession.

The need for this conference emerged when the ETUC received information from some countries showing that a strategy exists in these countries which is not the one advocated by

the ETUC but one promoted by Governments and employer organisations. A meeting of experts in Zagreb was decided by using the input of the General Secretary Emilio Gabaglio.

Trade unions are faced with a problem that affects all countries, whether of east or west, and for this reason the speaker was disappointed by the weak participation of trade unionists from western European countries. It was apparent that some trade unions had still not understood that the deterioration of labour legislation in candidate countries is attributable to reasons that are of common interest and that a common strategy to stabilise the situation is needed. The aim should be to have a European Labour Law. Efforts to achieve this aim should be made by all trade unions.

The speaker does not see the legal experts within EUROMED just as observers. This is an instrument of cooperation within ICFTU, ETUC, the Arab countries and Israel. This cooperation should be integrated into the approach.

The ETUC should be seen as a valuable tool that has already proved itself but must be reinforced and moved forward.

The political problem has been discussed with General Secretary Emilio Gabaglio and the ETUC intends, together with all the countries of this conference, to develop a European campaign to achieve the goals the trade unions have set themselves during the two days of the conference. The aim is to defend labour law.

The speaker appreciates the proposal to establish a standard labour law. The ETUC could be involved in this process. The trade unions could also get involved in the preparations for the ETUC congress next year to integrate this subject in the political phase of the preparation.

Grigor Gradev, ETUI/ETUC

This conference is to be a common beginning of an ongoing process to develop a strategy to enable to face the challenges of the future.

ETUC Conference

**“The community social acquis in labour law in the CEECs
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Annexes

Introduction

The following documents were prepared as background information for the conference and were distributed to the participants.

The aim of the research was to compare the labour codes in the CEECs and some Balkan states. It focused on the following 15 countries: Bosnia-Herzegovina, Bulgaria, Croatia, Czech Republic, Estonia, Hungary, Kosovo, Latvia, Lithuania, Macedonia, Poland, Romania, Serbia, Slovakia and Slovenia.

The purpose of the documents is to make it easier for the reader to compare the different provisions in the 15 countries.

The first two comparative tables were created to provide a general overview of the labour codes' provisions regarding individual and collective labour rights. Provisions on working time, remuneration, atypical work and dismissal can be compared, alongside the right to join and to form trade unions, to mention only a few. The first table consists of crosses, to enable the reader to clearly see which country has inserted provisions on which labour law topic in its labour code. In the second table the relevant paragraphs of the codes are quoted to give an idea of the density of regulations existing on one issue.

The tables on collective rights were configured separately for each country to provide detailed information. They concentrate on trade unions, works councils, collective agreements, non-judicial settlement of disputes and strikes, and so on. These tables are preceded by a table giving an overview of collective rights, enabling the reader to directly distinguish in which countries, for example, works councils do or do not exist.

The third part of the document consists of a comparative table and country reports on fixed-term work, to show how legislation in the compared countries deals with this subject.

It must be stressed that this study took only labour codes into consideration, leaving aside other labour legislation. However, as no labour code existed in Lithuania at the time, the Law on Labour Protection was used instead. For the tables on collective labour rights in Lithuania, Estonia and Slovenia, other acts were considered because no provisions on collective rights could be found in the labour codes.

We have striven to use the latest version of the labour codes in each case. For Romania, however, a draft code was considered, while the new amendments to the Polish labour code published 28 August 2002 were not integrated in the research as no English translation then existed. This was also the case for Bosnia-Herzegovina, where the labour code was recently amended.

Brussels, March 2003

Compared countries:

Bosnia Herzegovina	BiH	Lithuania	LT
Bulgaria	BG	Macedonia	MK
Croatia	HR	Poland	PL
Czech Republic	CZ	Romania	RO
Estonia	EST	Serbia	YU
Hungary	H	Slovakia	SK
Kosovo	KOS	Slovenia	SLO
Latvia	LV		

References:**Bosnia Herzegovina:**

- **Labour Law**, 5 October 1999

Bulgaria:

- **Labour Code**,
promulgated in the State Gazette, No. 26 & 27/1986, amended SG 6/1988; 21, 30 & 94/1990; 27, 32 & 104/1991; 23, 26, 88 & 100/1992; 69 & 87/1995; 2, 12 & 28/1996; 124/1997; 22, 56, 83, 108 & 133/1998; 51, 67 & 110/1999, 25/2001

Croatia:

- **Labour Act**, No. 758/95, in force since 1 January 1996

Czech Republic:

- **Labour Code**, No. 65/1965 Coll.,
as amended by Acts No. 88/1968 Coll., No. 153/1969 Coll., No. 100/1970 Coll., No. 20/1975 Coll., No. 72/1982 Coll., No. 111/1984 Coll., No. 22/1985 Coll., No. 52/1987 Coll., No. 98/1987 Coll., No. 188/1988 Coll., No. 3/1991 Coll., No. 297/1991 Coll., No. 231/1992 Coll., No. 264/1992 Coll., No. 590/1992 Coll., No. 37/1993 Coll., No. 74/1994 Coll., No. 118/1995 Coll., No. 287/1995 Coll., No. 138/1996 Coll., No. 167/1999 Coll., No. 225/1999 Coll., No. 29/2000 Coll., No. 155/2000 Coll. (will come into force only on the Czech Republic's accession to the EU), No. 220/2000 Coll., No. 238/2000 Coll., No. 257/2000 Coll., No. 258/2000 Coll.

Estonia:

- **Employment Contracts Act**, passed 15 April 1992
amended by the following Acts: 31.05.2001 entered into force 30.06.2001 – RT I 2001, 53, 311; 06.12.2000 entered into force 07.01.2001 – RT I 2000, 102, 669; 14.06.2000 entered into force 01.10.2000 – RT I 2000, 57, 370; 14.06.2000 entered into force 10.07.2000 – RT I 2000, 51, 327; 08.03.2000 entered into force 07.04.2000 – RT I 2000, 25, 144; 16.06.99 entered into force 26.07.99 – RT I 1999, 60, 616; 27.01.99 entered into force 28.02.99 – RT I 1999, 16, 276; 09.12.98 entered into force 01.01.99 – RT I 1998, 111, 1829; 18.12.96 entered into force 01.02.97 – RT I 1997, 5, 32; 20.12.95 entered into force 01.09.96 – RT I 1996, 3, 57; 26.06.96 entered into force 26.07.96 – RT I 1996, 49, 953; 12.06.96 entered into force 11.07.96 – RT I 1996, 45, 850; 28.05.96 entered into force 08.06.96 – RT I 1996, 40, 773; 25.01.95 entered into force 01.01.96 – RT I 1995, 16, 228; 19.01.95 entered into force 20.02.95 – RT I 1995, 14, 170; 05.05.93 entered into force 01.09.93 – RT I 1993, 26, 441; 09.02.93 entered into force 12.03.93 – RT I 1993, 10, 150; in the text of this Act, the word ‘court’ has been replaced by the words ‘labour dispute resolution body’ in the appropriate case form (20.12.95 entered into force 01.09.96 – RT I 1996, 3, 57)
- **Collective Labour Dispute Resolution Act**, in force since 7 June 1993; amended: RT I 1998, 57, 858; RT I 1996, 3, 57
- **Collective Agreements Act**, in force since 28 April 1993; amended: RT I 2001, 102, 670; RT I 2000, 57, 372; RT I 1999, 60, 616
- **Trade Unions Act**, in force since 23 June 2000

Hungary:

- **Labour Code**, Act. No. 22 of 1992, in force since 1 July 1992

Kosovo:

- **On Essential Labour Law in Kosovo**, Regulation No. 2001/27, UNMIK/REG/2001/27, 8 October 2001

Latvia:

- **Labour Law**, adopted by the Saeima on 20 June 2001, in force since 1 January 2002

Lithuania:

- **Law amending the Law on Labour Protection**, 26 July 1994, No. I-266, as amended 17 October 2000, No. VIII-2063
- **Law on Collective Agreements and Collective Labour Agreements**, 31 March 1994, amended 17 April 1996, No. I – 1201
- **Law on Trade Unions**, 21 November 1991, No. I – 2018
- **Law on the Regulation of Collective Disputes**, 17 March 1992, No. I – 2386

Macedonia:

- **Labour Relations Act**, published in the *Official Gazette* of the Republic of Macedonia, No. 80/93-2007

Poland:

- **Polish Labour Code**, 26 June 1974, consolidated text: Dziennik Ustaw 1998, No. 21, item 94, with subsequent amendments: Dziennik Ustaw 1998, No. 106, item 668, No. 113, item 717; 1999, No. 1152; 2000, No. 19, item 239, No. 43, item 489, No. 107, item 1127, No. 120, item 1268; 2001, No.11, item 84, No. 28, item 301, No. 52, item 538, No. 99, item 1075, No. 111, item 1194, No. 128, item 1405, item 1805; 2002, No. 74, item 676

Romania:

- **Labour Code** (draft code only)

Serbia:

- **Labour Law**, December 2001

Slovakia:

- **Labour Code Act**, 2 July 2001, in force since 1 April 2002

Slovenia:

- **Law on Labour Relations**, 26 April 2002, in force since 1 January 2003
- **Employment Act**, 24 April 2002, in force since 1 January 2002
- **Law on the Representativeness of Trade Unions**, No. 022-01/91-9/6-1, 26 February 1993
- **Draft Law on Collective Agreements**

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Annexes

Comparative tables

Labour codes of the CEECs cross table (1)

	BiH	BG	HR	CZ	EST	H	KO	LV	LT *	MK	PL	RO	SE	SK	SLO
NON-DISCRIMINATION															
GENERAL PROVISION	X	X	X	X	X	X	X	X			X	X		X	X
SPECIFIC PROVISION	X		X	X	X	X	X	X		X	X	X	X	X	X
INDIVIDUAL RIGHTS															
LABOUR /EMPLOYMENT															
FREE CHOICE OF OCCUPATION											X	X		X	
FORCED LABOUR				other law			X					X			
RIGHT TO WORK				other law								X			
WORKING CONDITIONS				other law											
TRIAL PERIOD	X	X	X	X	X	X	X	X			X	X	X	X	X
REMUNERATION								X		X			X		
NON-DISCRIMINATION		X	X	X			X	X			X	X		X	X
MINIMUM WAGE	X	X	X	X		X	X	X		X	X	X	X	X	X
PROTECTION OF WAGES	X	x other law	X	X		X		X			X	X	X	X	X
WORKING TIME	X	X	X	X		X	X	X	X	X	X	X	X	X	X
REST PERIODS	X	X	X	X		X	X	X	X	X	X	X	X	X	X
DAILY	X	X	X	X		X	X	X	X	X		X	X	X	X
WEEKLY	X	X	X	X		X	X	X	X	X	X	X	X	X	X
ANNUAL	X	X	X	X		X	X	X		X	X	X	X	X	X
MEALS				X										X	X

Labour codes of the CEECs cross table (2)

	BiH	BG	HR	CZ	EST	H	KO	LV	LT *	MK	PL	RO	SE	SK	SLO
HEALTH AND SAFETY AT WORK	X	X x other law	X	X	X	X		other law	X	X	X	X	X	X	X
VOCATIONAL TRAINING															
INITIAL VOCATIONAL TRAINING	X	X	X	X		X				X	X	X	X	X	X
CONTINUING TRAINING/RETRAINING	X	X	X	X	X						X	X		X	X
TERMINATION OF EMPLOYMENT CONTRACT	X	X	X	X	X	X	X	X		X	X	X	X	X	X
SOCIAL PROTECTION															
SOCIAL SECURITY	X	X other law		other law										X	
UNEMPLOYMENT	X	other law		other law									X	X	
OLD AGE		X		statutory provision							X		X	X	X
SICKNESS	X	X	X	statutory provision X	X	X	X		X		X	X	X	X	X
DISABILITY		X	X	statutory provision X							X		X	X	
HEALTH AND MEDICAL CARE	X	X		statutory provision X							X	X	X	X	
SOCIAL ASSISTANCE															
MATERNITY LEAVE	X	X	X	X		X	X	X		X	X	X	X	X	other law
PARENTAL LEAVE	X	X	X	X				X		X	X		X	X	x other law
CHILD CARE	X	X	X	X	X	X		X		X	X	X	X	X	X
LEAVE	X	X	X	X		X	X	X		X	X	X	X	X	X

Labour codes of the CEECs cross table (3)

	BiH	BG	HR	CZ	EST	H	KO	LV	LT *	MK	PL	RO	SE	SK	SLO
PROTECTION OF SPECIAL GROUPS															
CHILDREN AND YOUNG PERSONS															
CHILD LABOUR	X	X	X	X	X	X	X	X		X		X			X
WORKING CONDITIONS	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
WOMEN															
EQUAL TREATMENT (EMPLOYMENT)	X	X	X	X		X	X	X			X	X		X	X
SOCIAL PROTECTION	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
ELDERLY															
SOCIAL PROTECTION											X			X	X
DISABLED															
SOCIAL PROTECTION	X	X	X	other law	X	X	X			X		X	X	X	X
PROFESSIONAL INTEGRATION	X	other law	X	X		X				X	X		X	X	
VOCATIONAL TRAINING			X	X						X				X	
MIGRANT WORKERS															
EQUAL TREATMENT	X	x other law	X	X	X	X	X	X			X	X	X	X	X
ATYPICAL WORKERS	X			other law								X	X	X	X
PART-TIME WORK	X	X	X	X				X	X	X		X	X	X	X
FIXED-TERM CONTRACT	X	X	X	X		X	X	X			X	X	X	X	X
AGENCY WORK		other law		other law	X							X			X
CONCILIATION; ARBITRATION + MEDIATION	X		X								X		X		X

Labour codes of the CEECs cross table (4)

	BiH	BG	HR	CZ	EST	H	KO	LV	LT *	MK	PL	RO	SE	SK	SLO
COLLECTIVE RIGHTS					other laws				other laws						
FREEDOM OF ASSOCIATION			X	other law		X					X	X	X		
RIGHT TO JOIN	X	X	X	other law		X	X	X		X	X	X			
RIGHT TO FORM	X	X	X	other law		X	X	X		X	X	X			
DEMOCRACY AT WORK	X	X	X	X		X	X	X		X	X	X	X	X	X
INFORMATION		X	X	X		X		X		X	X	X	X	X	X
CONSULTATION	X	X	X	X		X		X			X	X	X	X	X
PARTICIPATION	X	X	X	X		X		X			X	X		X	X
INSPECTION				X										X	
COLLECTIVE BARGAINING	X	X	X	X		X	X	X		X	X	X	X	X	other law
RIGHT TO STRIKE	X	other law	X	other law						X		X		X	other law
LOCK-OUT		other law	X	other law								X			
CONCILIATION; ARBITRATION + MEDIATION	X	other law	X	other law		X		X		regulated in ca			X		
DISMISSAL PROTECTION															
COLLECTIVE	X	X	X	X		X	X	X			X	other law	X	X	X
INDIVIDUAL severance pay	X	X	X	X	X	X		X	other law	X	X	X	X	X	X
LABOUR INSPECTORATE	X	X	X	other law	X		X		X	X	X	X	X	other law	X
* Lithuania: Law on Labour Relations															

Labour codes of the CEECs (1)

	BiH	BG	HR	CZ	EST	H	KO	LV	LT *	MK	PL	RO	SE	SK	SLO
NON-DISCRIMINATION															
GENERAL PROVISION	5	8(3), § 1, 7	2	1(4)	10	5	2	7			11(3)	5		Art. I, § 13	6
SPECIFIC PROVISION	10, 129		153, 160(2), 180	1(3), 7(3-5), 25c(1)	12	15, 26, 27	2.4, 2.5, 7	29, 32		83	18(3)a § 3 2, 3	140	12	Art. VI, § 119	25
INDIVIDUAL RIGHTS															
LABOUR /EMPLOYMENT															
FREE CHOICE OF OCCUPATION				other law							10 § 1	3(1,2)		Art. I	
FORCED LABOUR				other law			4					3(3), 4			
RIGHT TO WORK				other law										Art. I	
WORKING CONDITIONS															
TRIAL PERIOD	18	70, 71	23	31, 58	33, 34	81		46-48			25 § 2	27, 28	22	45	125
REMUNERATION								65-75		69-75			9, 81		
NON-DISCRIMINATION		243	82	1(4)			13	7, 60			13, 18 (3) c	140		119	133
MINIMUM WAGE	69 – to be regulated in ca	244, 245	81, 242	111(3)		144	15	61		70	10 § 2, 77 (4) 1)	144, 145	84	120	126
PROTECTION OF WAGES enforcement, claim, payment in money, deductions, insolvency of employer	73, 74	269, 272, 357, 358 other law	86-88	120, 121		154-64		62(3), 63, 80			84-91	142, 150, 153-59	92	21-26, 131(2),	136

Labour codes of the CEECs (2)

	BIH	BG	HR	CZ	EST	H	KO	LV	LT *	MK	PL	RO	SE	SK	SLO
WORKING TIME overtime, night work, shift work	29-36	113, 136-50	30-35, 51	83-88, 94-99a		117-21, 126-29	16	130-33, 135-40	40-45, 47-49	30-39	128-29(9), 129(11)- 137, 141-44	101-20	34-47	85-90, 96-99, 165	141-53, 157, 158
REST PERIODS	37, 40	151	36	89		122	16.9	141, 145	50-52	40	129(10)	121	48, 49	Art. III, §§ 91	154, 126(3)
DAILY	38, 40	152	37	90, 91		123	16.10	142	53	41		122	50	92, 94, 95	155
WEEKLY	39, 40	153	38	92		124	16.11	143	42, 2., 54	42	138, 140	123-25	51	93	156
ANNUAL paid leave	41-45	155-56bis, 172-76	39-48	101-104, 106-10c		130-36	17	149-53		43-47	152-73	128-39	52-60	100-17	159-66
MEALS				140										152	150 (3), 130(1)
HEALTH AND SAFETY AT WORK	48-50	127 (1) 4, 275-90 other law	21	132-38	49(4,5)	102(2)		other law	1-39, 66-70	55-57	15, 94 (4), 207-209, 213-33, 237(6)- 237(11), 237(14), 237(15)	6, 160-77	9, 11, 64-66	Art. III, VIII, §§ 98 (5,6), 146-48, 151, 177, 178	43
VOCATIONAL TRAINING															
INITIAL VOCATIONAL TRAINING	26	229-33, 235	24-29	142		110-116				25, 26	194-200, 206	192, 193, 204-19	33	53, 154, 227, 228	120-24, 140, 215, 216
CONTINUING TRAINING/ RETRAINING	25	234-37	24	126, 141a, 142b-44	49(5)						17, 94 (6)	34, 192-203, 220-225		Art. VII, §§ 153, 155	172, 173

Labour codes of the CEECs (3)

	BIH	BG	HR	CZ	EST	H	KO	LV	LT *	MK	PL	RO	SE	SK	SLO
TERMINATION OF EMPLOYMENT CONTRACT reason, notice periods,	86-99	325-28, 330, 331, 334	103-17, 121	42-55	71-116	86-96	11, 12	100-16, 122-29		105-33	30-67	48-63	97-108	59-72	75-119
SOCIAL PROTECTION		329, 333													
SOCIAL SECURITY	6, 8	other law, 117, 129		other law										131	
UNEMPLOYMENT	8	other law		other law									9	Art. I, § 131	
OLD AGE		300		statutory provision							92(1)		9	Art. VIII, § 131, other law	114, 132, 145(2), 159(2), 201-203, 236
SICKNESS accident at work, occupational disease, sick leave, compensation	64-67	162, 200, 314-20	79	statutory provision 127, 190-202	61, 62	137, 174, 177-87	22.2		71-76		92, 234-37(1)	43(b)	9, 86	Art. VIII, §§ 55, 131, 156, 195-209, other law	116(3), 137(3,4)
DISABILITY		317-20	243	195, statutory provision							92(1)		9	Art. VIII, § 156, other law	
HEALTH AND MEDICAL CARE training	6, 8	282, 287		99(4), 133(1e), statutory provision							237(2)-237(5)	164, 172-77	9	131, 176	
SOCIAL ASSISTANCE															
MATERNITY LEAVE	55, 60	163	58, 64, 65, 72	157, 159		138	19	154		58, 60	180-84	43(a)	68-70	166-69	other law
PARENTAL LEAVE	56-58, 61-63	164, 165, 174	59, 62, 72	147, 158-60				155, 156		59	180 § 7, 186		69, 75	168, 169	115(1), 191, 192, other law

Labour codes of the CEECs (4)

	BIH	BG	HR	CZ	EST	H	KO	LV	LT *	MK	PL	RO	SE	SK	SLO
CHILD CARE working time, holidays	32	136a, 168, 174	61, 66	270	11	128(3), 132(2)		138(7), 150(5), 151		62	188-189(1)	44(a-c)	9, 45, 68, 71, 72, 74	Art. VI, § 87(7), 164(1+4)	145, 187, 190, 211(2), other law
LEAVE unpaid leave, leave for studies, civic and public duties, military, trade union functions	46, 47	157-59, 160, 161, 167, 169- 71a	49, 50	105		139, 140	20, 21	157		48-51	174, 174(1)	43(d-f)	61-63, 73	141	167-70
PROTECTION OF SPECIAL GROUPS															
CHILDREN AND YOUNG PERSONS															
CHILD LABOUR	7, 15	301-305	14, 15	8a, 11	2, 12	72	3	37, 52(2+3)		7		11			19, 214
WORKING CONDITIONS working time, rest, holiday	32, 36, 38, 41, 51	137, 140 (4) 1., 147(1) 1., 174	16, 17, 33(4), 39(2), 54	30(2), 70b(4), 83a(d), 92(1), 163- 168	33(5)1), 36, 51(2), 93, 110	75, 121, 128(2), 132(1)	16.16, 16.18	115, 132, 138(6), 142(2), 143(5), 149(4), 150(5)	41 1.1), 58-61	61, 63, 64, 66, 67	190-193, 201-205	101s.2, 105(3), 106s.3, 120, 132	9, 13, 45, 67	Art. VII, §§ 87(7), 171-176, 212(2), 214	145(2), 194-198, 217
WOMEN															
EQUAL TREATMENT (EMPLOYMENT)	5, 53	8(3), 243, 333	56	1(4)		5	13	29, 32			11(2), 18(3)a- 18(3)e	5, 227(1), 140		Art. I, VI, §§ 13, 119s.3	6, 25
SOCIAL PROTECTION working time, breast- feeding, rest, holiday, workplace, wages, termination of contract	7, 32, 35, 52-54, 59	140(4) 2./3., 147 (1) 2./3., 166, 174, 306-313	33(5), 52, 53, 55, 57, 60, 63, 68, 70	7(3), 37(1b+f), 47(2), 48 (1d), 49(b), 53(3), 108(3.4), 110(1), 133(2), 149-156, 161	35, 51(2), 63, 67(4), 92	75, 85, 90 (1d), 105(5), 121, 128(2)	2.6, 16.17, 16.18	37(7), 53(2), 99, 138(6), 143(5), 146, 147, 149(4), 150(4)	62-65	61, 65	129(5) 3), 176-179, 185, 187	120	9, 45, 67	Art. VIII, §§ 55(2b+f), 64(c), 87(7), 160, 164(2+3), 170	26(3), 115, 145(2), 153, 186, 188, 189, 190(2), 193, 211(2)

Labour codes of the CEECs (5)

	BiH	BG	HR	CZ	EST	H	KO	LV	LT *	MK	PL	RO	SE	SK	SLO
ELDERLY															
SOCIAL PROTECTION				other law							39			212	114, 145(2), 159(2), 201-203
DISABLED															
SOCIAL PROTECTION holiday	67	314-321	73-75, 78	47(2), 50	33(5)2	132(3)	16.17			68		132, 140	9	87(7), 180	20(3), 116(1), (2), 159(2), 199, 200, 211(2)
PROFESSIONAL INTEGRATION	15	other law	77	148		72(2)				7, 10	22 § 3		13, 78	158, 159	
VOCATIONAL TRAINING			80	148						68				158, 159	
MIGRANT WORKERS															
EQUAL TREATMENT	5	8(3), other law	2	1(4)	13	5		29(5)			11(3)	5, 140, 227	15	Art. 1, § 13	6
ATYPICAL WORKERS volunteers, trainees, househelp	28			other law								98-100	31, 32	52	63, 67-71, 202
PART TIME WORK contract + termination of contract	30	114, 138, 334	31	83a (2-4), 86				134	46	23, 24, 107		92-97	25-27	49	23(4), 64- 66, 145(2)
FIXED-TERM CONTRACT contract + termination of contract	20, 136	67, 68, 69, 325	10, 109	30, 56		77(2), 3), 88	10.1b	44, 45, 113			25 § 1, 25(1), 33	66-74	23	48, 71	10(2), 23(4), 52- 56, 77, 237
AGENCY WORK		other law		other law	27(1)2), (2)							75-91			57-62
CONCILIATION, ARBITRATION + MEDIATION	103, 104		126(3), 128								242-258		121		85(2), 205, 228

Labour codes of the CEECs (6)

	BH	BG	HR	CZ	EST	H	KO	LV	LT *	MK	PL	RO	SE	SK	SLO
COLLECTIVE RIGHTS					other law				other law						
FREEDOM OF ASSOCIATION			159	other law		14					18(1)	7, 226(2), 228	130		
RIGHT TO JOIN	9	4	160	other law		15	5.1, 5.2	8		76	18(1)	34, 227			
RIGHT TO FORM	9	4	159	other law		15	5.1, 5.2	8		76	18(1)	34			
DEMOCRACY AT WORK works councils, representatives	108–110	4, 6, 6a, 7, 33, 45, 46, 49	132–143, 147–184	18b–25c, 251, 25d–25k		14, 18–29, 42–70	5	10, 11		76–83	237(12), 237(13)	226–234, 240–246	129	Art. X, §§ 229, 230, 236–250	207–210 other law
INFORMATION		123(4), 130, 130a	144	18, 18b(2), 59, 136a, 250, 25d, 18a		21(2), 22, 65(4)		11(1)1), 120		126	38	8	10, 115	Art. IV, §§ 23, 29, 74, 229, 234, 241, 242	74(1), 84
CONSULTATION	35	2, 123(6), 136a	145	18, 18b, 59, 84(1), 85(a), 98, 99, 119(2), 250, 25d		65(3)		11(1)2)			38, 52 § 3, 295(1)	8	104, 115	74, 198(2), 229	8, 74(2), 84, 103(2), 152, 179
PARTICIPATION	67, 92, 93	7, 37, 42	130, 146, 182	19, 59, 92, 136a		28, 65(1)		11(1)3), 110			77(2) § 4, 129(4) § 2, 177 § 4, 295(1)	161, 195		74, 98(6), 153, 229, 233	113
INSPECTION				136										149, 235	
COLLECTIVE BARGAINING	111–121	50–60	185–202, 232	18b, 20, 21+ collective bargaining act		14, 30–41, 119	6	17–24		84–97	238–241(30)	247–251	131–152, 155, 156	Art. X, §§ 231, 232	7(2,3) other law

Labour codes of the CEECs (7)

	BiH	BG	HR	CZ	EST	H	KO	LV	LT *	MK	PL	RO	SE	SK	SLO
RIGHT TO STRIKE	128, 129	other law	210, 212–215, 217, 218	other law						79		252–261		Art. X	other law
LOCK-OUT		other law	211, 216, 217	other law								262			
CONCILIATION, ARBITRATION + MEDIATION	122–127	other law	203–209	other law		23(4,5), 37(4), 194–198		25, 27		regulated in ca			136, 153, 154		
DISMISSAL PROTECTION															
COLLECTIVE collective redundancies, transfer of undertaking social security plan	98, 99	130a	119	52, 250		94/A	12.2	105–107			241(8)	other law	104, 114–119	73, 74	73(2), 96, 97, 113
INDIVIDUAL severance pay compensation	18, 96, 100, 105	123, 333	108, 118, 129, 145(8)	46, 47, 48(1), 49(b) 53(3), 60a, 61, 249	6, 90, 91, 98, 99	85/A, 86/A, 90, 93, 94, 95, 100		108, 109, 112, 117, 118, 126	other law	112, 113	23(1), 47, 50, 53 § 2, 56–61	53, 54, 64, 65	76, 102, 108	27, 28, 30, 31, 64, 68(3), 163	73, 104, 105, 107, 109
LABOUR INSPECTORATE	131, 132	399–416	221, 222	other law	23, 43, 145, 146		24		81	139–144	18(4)–18(5)	263–267	157–163	other law	227

ETUC Conference

**“The community social acquis in labour law in the CEECs
and beyond: fighting deregulation”**

Collective rights in the CEECs

Comparative table & country reports

Collective rights overview

	BiH	BG	HR	CZ	EST	H	KOS	LV	LT	MK	PL	RO	YU	SK	SLO
BASIC PROVISIONS															
RIGHT TO FORM	X	X	X			X				X					
RIGHT TO JOIN/ NOT TO JOIN	X	X	X		X	X	X	X	X	X					
TRADE UNION															
NON-DISCRIMINATION of the individual		X	X	X	X	X		X	X	X				X	X
NON-PROHIBITION of the trade union	X		X		X		X		X	X			X		
INFORMATION			X	X	X	X		X	X		X		X	X	X
CONSULTATION			X	X	X			X			X			X	X
PARTICIPATION		X	X	X		X		X	X		X	X		X	X
INSPECTION				X	X				X					X	
WORKS COUNCIL															
CREATION/OBLIGATION	X					X								X	
MEMBERS (PROTECTION)			X	X		X						X		X	
INFORMATION			X	X		X		X						X	
CONSULTATION	X		X			X		X						X	
PARTICIPATION	X	X	X			X		X				X			
INSPECTION														X	
SUPPORT			X	X		X								X	
EUROPEAN WORKS COUNCIL				X							X			X	
COLLECTIVE AGREEMENTS															
GENERAL DEFINITION	X	X	X	X	X	X		X	X	X	X		X	X	X
LEVELS	X	X		X			X	X	X	X	X	X	X		
PARTIES	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
OBLIGATION OF NEGOTIATION + CONCLUSION		X		X		X		X	X	X	X		X	X	
EXTENSION/LEGALLY BINDING	X	X	X	X	X	X			X				X		X
HIERARCHY OF NORMS		X	X	X	X	X	X	X	X	X	X	X		X	X
NON-JUDICIAL SETTLEMENT OF DISPUTES															
GENERAL DEFINITION	X		X	X	X	X		X	X						X
INSTITUTION	X		X	X	X	X		X	X	X			X		X
COMPOSITION	X		X	X	X	X		X	X				X		X
PROCEDURE	X		X		X	X		X	X				X		X
MANDATORY			X		X	X		X	X						X
COSTS	X		X			X									
JUDICIAL REVIEW				X											X
STRIKE															
GENERAL DEFINITION	X		X	X	X				X	X		X			
PROCEDURE	X		X		X				X			X			
POSSIBLE LIMITATION			X		X				X			X			
DISCRIMINATION	X		X									X			
COUNTERACTION			X		X				X			X			

BOSNIA HERZEGOVINA

BOSNIA HERZEGOVINA	Labour Law, 05.10.1999
BASIC PROVISIONS	
RIGHT TO FORM	for employees and employers
RIGHT TO JOIN	for employees and employers
TRADE UNION	
NON-DISCRIMINATION	
NON-PROHIBITION	yes
GENERAL DEFINITION	
AUTONOMY	
REPRESENTATIVENESS incl. procedure and criteria	
INFORMATION	
CONSULTATION	
PARTICIPATION	
INSPECTION	
SUPPORT	
WORKS COUNCIL	
NON-DISCRIMINATION	
GENERAL DEFINITION	representation, protection of rights and interests
THRESHOLD	more than 15
CREATION/OBLIGATION	obligation at the request of 20% of the employees or the trade union; if no creation: rights of the works council transferred to the trade union
ELECTION/ ELECTION PERIOD	
MEMBERS (PROTECTION)	
FUNCTION/EXPIRY	regulated by law
INFORMATION	
CONSULTATION	trade union for night work of women; works council before the termination of a contract
PARTICIPATION	in case of termination of a contract with an employee with reduced working ability or immediate risk of occurrence of disability; termination of a contract with a trade union commissioner during his mandate and six months after

INSPECTION	
SUPPORT	
EUROPEAN WORKS COUNCIL	
COLLECTIVE AGREEMENTS	
GENERAL DEFINITION + GENERAL SCOPE	<p>regulate the rights and obligations of the parties which have concluded the agreement + the rights and obligations from employment/related to employment</p> <p>procedural rules of collective negotiations, composition and method of procedure of bodies authorised for peaceful resolution of collective labour disputes</p>
LEVELS	territory of the Federation; territory of the cantons; certain activities; one or more employer
PARTIES	<p>parties to a collective agreement can be one or more trade unions; on the other side one employer, several employers or an association of employers; if there is more than one trade union or one employer, one trade union/employer has authorisation to represent the others</p> <p>prior to the establishment of an employers' association the government or the cantonal government may represent the employer</p>
OBLIGATION OF NEGOTIATION + CONCLUSION	
PROCEDURE	
TIME/FORM/EXPIRY	<p>in writing</p> <p>definite/indefinite period</p> <p>agreement may be cancelled as regulated in the agreement</p> <p>after expiry applicable until conclusion of a new collective agreement</p>
REGISTRATION	<p>collective agreement for territory of the Federation or two or more cantons: shall be submitted to the federal ministry in charge of labour</p> <p>all other agreements: to the competent cantonal authority</p> <p>publication of the agreement for the territory of the Federation: Official Gazette</p> <p>agreement of one or more cantons: Official Gazette of the canton</p>
EXTENSION/ LEGALLY BINDING	by the federal minister after having received the opinion of trade union and employer; the extension decision has to be published in the Official Gazette; the decision may be revoked
PERSONAL SCOPE	
HIERARCHY OF NORMS	
NON-JUDICIAL SETTLEMENT OF DISPUTES	
RECONCILIATION	
GENERAL DEFINITION	in case of dispute concerning the conclusion, application, amendment or cancellation of the collective agreement
INSTITUTION	conciliation council for territory of Federation or canton (here: cantonal act)
COMPOSITION	3 members: employer, trade union, representative elected by the two

	it is established for two years
PROCEDURE	if the proposal is accepted, it shall have the legal force and effect of a collective agreement the federal ministry shall be informed of the results after three days at the latest if rejected – arbitration
MANDATORY	
COSTS	Ministry
JUDICIAL REVIEW	
ARBITRATION	
GENERAL DEFINITION	
INSTITUTION	arbitration council
COMPOSITION	regulated in a collective agreement or by consent of the parties
PROCEDURE	regulated in a collective agreement or by consent of the parties
MANDATORY	legal force and effect of a collective agreement
COSTS	
REVIEW	no appeal against the decision
STRIKE	
GENERAL DEFINITION	protecting and promoting economic + social rights + interests of its members
PROCEDURE	law on strikes; commencement after failure of conciliation
POSSIBLE LIMITATION	
DISCRIMINATION	Prohibited
COUNTERACTION	
SOCIAL DIALOGUE	
TRIPARTITE	
GENERAL DEFINITION	promoting and harmonising economic and social policy, or the interests of employees and employers, to stimulate the conclusion and application of collective agreements and their harmonisation with government economic and social policy
INSTITUTION	Economic and Social Council
PARTIES	Federal government or cantonal government, trade union and employer
LEVEL	territory of the Federation, territory of a canton
PROCEDURE	established by agreement

BULGARIA

BULGARIA	Labour Code , promulgated in the State Gazette, No. 26/ 27/1986, amended SG 6/1988; 21, 30 & 94/1990; 27, 32 & 104/1991; 23, 26, 88 & 100/1992; 69 & 87/1995; 2, 12 & 28/1996; 124/1997; 22, 56, 83, 108 & 133/1998; 51, 67 & 110/1999, 25/2001
BASIC PROVISIONS	
RIGHT TO FORM	for employees and employers
RIGHT TO JOIN/ NOT TO JOIN	for employees and employers
TRADE UNION	
NON-DISCRIMINATION of the individual	because of trade union membership
NON-PROHIBITION of the trade union	
GENERAL DEFINITION	trade unions shall represent and protect employees' interests before government agencies and employers in respect of labour and social security matters and living standards through collective bargaining, participation in tripartite cooperation, organisation of strikes and other actions, pursuant to the law
AUTONOMY	statutes, rules, elections, organisation
REPRESENTATIVENESS incl. procedure + criteria	employees' organisation: 1) membership of at least 50,000 employees 2) at least 50 organisations with not less than 5 members each in more than half of the industries set forth in the National Classification of Industries 3) local bodies in more than half of the municipalities in the country and a national management body 4) having legal personality – upon registration under the procedure established for registration of non-profit organisations representative organisations at national level shall be recognised by the Council of Ministers; recognition must be dealt with by the Council within three months; rejection may be appealed before the Supreme Administrative Court
INFORMATION	
CONSULTATION	
PARTICIPATION	drafting all internal rules and regulations regarding labour relations, discussion of labour and social security matters
INSPECTION	
SUPPORT	state agencies and employers have to provide appropriate conditions for trade unions and shall coordinate or make available for free use: real estate + movables, buildings, premises and other facilities

WORKS COUNCIL/ REPRESENTATIVES	
NON-DISCRIMINATION	
GENERAL DEFINITION	to defend the common interests of the employees on the issues of labour and social security matters before their employer, or before government agencies and organisations
THRESHOLD	
CREATION/ OBLIGATION	employees may elect at the general meeting one or more representatives
ELECTION/ ELECTION PERIOD	the representatives shall be elected by a majority of two-thirds of the general meeting
MEMBERS (PROTECTION)	
FUNCTION/EXPIRY	general meeting shall be convened by the employer, the management body of the trade union organisation or upon the initiative of a number of employees it may conduct business if it is attended by more than half the employees decisions can be taken by simple majority of the attending employees where a general meeting cannot function a meeting of proxies may be established on the initiative of the employees or employer
INFORMATION	
CONSULTATION	
PARTICIPATION	in discussion of and decision-making on enterprise management issues only when provided by law
INSPECTION	
SUPPORT	
EUROPEAN WORKS COUNCIL	
COLLECTIVE AGREEMENTS	
GENERAL DEFINITION + GENERAL SCOPE	labour and social security matters not regulated mandatorily by law
LEVELS	by enterprise, industry, branch and municipality
PARTIES	enterprise: employer + trade union industry and branch: representative organisation of employees and employers on the basis of an agreement between their national organisations municipalities: representative organisations of employees and employers
OBLIGATION OF NEGOTIATION + CONCLUSION	negotiation with the employees' representatives to conclude a collective agreement; make available the collective agreement and information on the financial position significant for the conclusion of the collective agreement
PROCEDURE	only one agreement at enterprise, branch and industry level may be amended at any time by mutual consent
TIME/FORM/EXPIRY	written, three copies, signed by the representatives

	comes into force from the date of conclusion, if not provided otherwise; concluded for one year if not provided otherwise, but not for more than two years; the parties may agree on shorter terms negotiations for conclusion of new collective agreement shall start not later than three months prior to the expiry of the current agreement no expiry if the employer terminates his membership of the organisation after the agreement has been concluded in the case of the transfer of an undertaking the existing agreement shall be valid until the conclusion of a new collective agreement, but for no longer than one year following the date of change of employer
REGISTRATION	local labour inspectorate of the employer's head office collective agreements of sectoral or national significance shall be registered with the General Labour Inspectorate
EXTENSION/LEGALLY BINDING	non-members may accede to collective agreement in writing
PERSONAL SCOPE	trade union members signatory to the agreement
HIERARCHY OF NORMS	the collective agreement shall not contain clauses which are more unfavourable to employees than the provisions of the law
NON-JUDICIAL SETTLEMENT OF DISPUTES	No provision found in the Labour Code but regulated by the Act of 6 March 1990 on the settlement of collective labour disputes, BGR-1990-L-9841
GENERAL DEFINITION	
INSTITUTION	
COMPOSITION	
PROCEDURE	
MANDATORY	
COSTS	
JUDICIAL REVIEW	
STRIKE	No provision found in the Labour Code but regulated by the Act of 6 March 1990 on the settlement of collective labour disputes, BGR-1990-L-9841
GENERAL DEFINITION	
PROCEDURE	
POSSIBLE LIMITATION	
DISCRIMINATION	
COUNTERACTION	

SOCIAL DIALOGUE	
GENERAL DEFINITION	regulation of labour, social security, and living standards issues
INSTITUTION	National Council for Tripartite Cooperation
PARTIES	Council of Ministers, employees' and employer's representative organisations
LEVEL	industry, branch and municipality
PROCEDURE	the Council shall discuss and offer opinions on bills, drafts of secondary legislation and decisions of the Council of Ministers on labour, social security and living standards issues

CROATIA

CROATIA	Labour Act, No. 758/95, in force since 01.01.1996
BASIC PROVISIONS	
RIGHT TO FORM	employees and employers
RIGHT TO JOIN/ NOT TO JOIN	employees and employers
TRADE UNION	
NON-DISCRIMINATION of the individual	no discrimination because of membership or non-membership; it is prohibited to: 1) enter into an agreement with an employee which would prohibit the employee's membership of a trade union or require an employee to leave a trade union 2) rescind a contract of employment or discriminate against an employee in some other way because of his or her membership of a trade union or because he or she participated in the activities of a trade union after hours, or during work hours, subject to the permission of the employer
NON-PROHIBITION of the trade union	activities of an association shall not be prohibited, and an association cannot be disbanded by an act of the executive authorities employers do not have the right to control or to finance trade unions
GENERAL DEFINITION	
AUTONOMY	own statute based and adopted on principles of democratic representation and democratic decision-making of its members; it shall regulate the purpose, internal organisation, name, etc. entering into a collective agreement must be specified as a statutory purpose of an association
REPRESENTATIVENESS incl. procedure + criteria	legal personality from the date of its registration in the register of associations 1) associations and higher level associations which operate within the territory of a single county shall be registered in a register of associations at the county office for employment affairs 2) associations and higher level associations which operate within the territory of two or more counties shall be registered with a register of associations at the Ministry of Labour 3) if an association has branch offices or other internal organisational forms which are authorised to engage in legal transactions, such branch offices or other internal organisational forms and their authorities shall be registered in a register of associations the following information shall be registered: date of establishment, title, head office, area of work, name of executive body, names of persons vested with authority, disbanding of an association or higher level association and termination of the authority to engage in legal transactions of a branch office or other internal organisational body application for registration within 30 days of foundation

EXPIRY	<p>a trade union may be dissolved:</p> <ol style="list-style-type: none"> 1) upon a decision of a body of that association which is authorised by statute to adopt a decision on termination 2) if the highest body of an association has not convened during a period which is twice as long as the statutory period, without good reason 3) if the membership of an association falls below a number prescribed for the establishment of an association by virtue of this Act 4) if a court prohibits the operations of an association
INFORMATION	if no works council is established the trade union has the rights listed below
CONSULTATION	if no works council is established the trade union has the rights listed below
PARTICIPATION	if no works council is established the trade union has the rights listed below
INSPECTION	
SUPPORT	they may collect enrolment and membership fees
WORKS COUNCIL	
NON-DISCRIMINATION	an employer shall neither favour nor discriminate against members of the council
GENERAL DEFINITION	<p>to take part in decision-making on issues related to their economic and social rights and interests</p> <p>to protect and further the interests of employees, providing advice and negotiations with the employer or an authorised person about issues which are important for employees</p>
THRESHOLD	at least 20 employees
CREATION/OBLIGATION	the employees have the right to elect a works council
ELECTION/ ELECTION PERIOD	<p>free, secret and direct elections</p> <p>election period: 3 years, elections shall be held in March</p> <p>all employees shall have the right to vote and stand for election, except: members of management and supervisory boards and their family members, as well as employees vested with the authority to represent the employer before third persons or before employees</p> <p>list of candidates: proposed by trade unions whose members are employed by the employer, or by at least 10% of the employees</p> <p>an electoral committee of at least three members shall be established to organise elections, for example, to organise and supervise the ballot; a record of activities shall be kept</p> <p>elections are valid if one-third of the employees vote</p> <p>the candidate receiving the majority of the votes shall be elected; if two candidates have the same number of votes, the one who has been employed at the enterprise the longest shall be elected</p>

MEMBERS (PROTECTION)	<p>number of members: up to 75 employees: 1 76 to 250 employees: 3 251 to 500 employees: 5 501 to 750 employees: 7 751 to 1,000 employees: 9 for every additional 1,000 employees, 2 more members</p> <p>each member is entitled to receive compensation on the basis of salary for six working hours per week; members may transfer these entitlements to each other; if the number of available working hours so permits, the post of president or member of the employees' council may be pursued full time</p>
FUNCTION/EXPIRY	<p>shall work in sessions, adopt its own rules of procedure, and consult experts regarding issues falling within its competence</p> <p>operation during working hours</p> <p>if the council grossly violates obligations a court may disband it at the request of a trade union whose members are employed by the employer or of at least 25% of the employees</p>
INFORMATION	<p>on:</p> <ol style="list-style-type: none"> 1) business situation and company results 2) development plans and their impact on the economic and social situation of employees 3) wage dynamics and changes 4) health and safety at work and measures taken to improve working conditions 5) other issues having particular importance for the economic and social position of employees
CONSULTATION	<p>prior to the adoption of any decision which significantly affects the situation of employees, including the following:</p> <ol style="list-style-type: none"> 1) adoption of employment regulations 2) employment, reassignment and dismissal plans 3) measures related to protection of health and safety at work 4) introduction of new technologies and changes of organisation and methods of work 5) annual vacation plans 6) work schedules 7) night work 7) awards for innovations and technical improvements 8) adoption of redundancy-related social security plans and other decisions which under this Act or a collective agreement must be adopted in consultation with the employees' council
PARTICIPATION	<ol style="list-style-type: none"> 1) dismissal of members of the employees' council 2) dismissal of a candidate for the employees' council who was not elected, and of a member of an electoral committee, for a period of three months following the announcement of electoral results 3) dismissal of an employee suffering reduced ability to work, or an imminent disability threat 4) dismissal of a male employee over sixty years of age, and a female employee over fifty-five years of age 5) collection, processing, use and forwarding to third persons of information about an employee 6) appointment of a person authorised to monitor whether personal data relating to employees are collected, processed, used or forwarded to third persons in accordance with the provisions of this Act 7) dismissal of trade union commissioner

PARTICIPATION	the works council may enter into an agreement, to be made in writing, to regulate employment matters; it shall be directly applicable and binding on all employees of the employer; it shall not regulate salaries, working time and other matters which are to be regulated by a collective agreement, except when parties to a collective agreement have authorised the parties to do so
INSPECTION	
SUPPORT	costs of expert consultations shall be covered by the employer the employer shall provide the works council with the necessary premises, personnel, means and other working facilities; he shall permit the members to undergo training necessary for service in the council; he shall cover other expenses which arise from activities of the employees' council, subject to the provisions of this or another law or collective agreement
EUROPEAN WORKS COUNCIL	
COLLECTIVE AGREEMENTS	
GENERAL DEFINITION + GENERAL SCOPE	regulates the rights and obligations of parties which are signatories, and may contain legal rules which regulate conclusion of the agreement, the substance and termination of contracts of employment, issues related to an works council, social security issues, and other issues deriving from or related to employment
LEVELS	
PARTIES	one or more employer, an employers' association or a higher level employers' association + a trade union or a higher level trade union association if there is more than one trade union, they shall compose a collective bargaining committee
OBLIGATION OF NEGOTIATION + CONCLUSION	
PROCEDURE	
TIME/FORM/EXPIRY	in writing it can be concluded for a definite or indefinite period of time; if it is for a definite period, it may not be applicable for more than five years after expiry, legal rules related to entry and the substance and termination of contracts of employment shall continue to be applicable until a new collective agreement is signed
REGISTRATION	collective agreements at national level or in the territory of two or more counties shall be submitted to the Labour Ministry; all other agreements shall be forwarded to county offices for labour affairs regulations for publishing collective agreements shall be adopted by the Minister of Labour
EXTENSION/ LEGALLY BINDING	legal rules in the collective agreement shall be directly applicable and binding on all persons who are subject to the collective agreement a collective agreement shall be binding on all signatories and all persons who, at the time of signing such an agreement, were or subsequently became members of associations party to the agreement + it shall be

	the Minister of Labour may after consultation with trade unions, employers' associations and employers' representatives, which would be subject to such an extension, extend in the public interest the application of a collective agreement to persons who did not take part in negotiations, and who have not subsequently acceded to such an agreement
PERSONAL SCOPE	it shall indicate who is subject to its application and the scope of its application
HIERARCHY OF NORMS	the collective agreement may stipulate more favourable working conditions than those found in the Labour Act they may stipulate less favourable conditions than those prescribed by the Labour Act only if they are expressly authorised to do so by the Labour Act or another law
NON-JUDICIAL SETTLEMENT OF DISPUTES	
MEDIATION	
GENERAL DEFINITION	disputes related to the signing, amendment or renewal of a collective agreement, and any other dispute which could result in a strike or any other form of industrial action shall be resolved subject to a compulsory mediation procedure
INSTITUTION	board of mediators
COMPOSITION	three members: one representative of employers or their associations, or higher level associations, one representative of trade unions or their associations, or higher level associations, and one member appointed by the disputing parties, selected from a list drawn up by the Economic and Social Council
PROCEDURE	mediation must be completed within five days parties may accept or reject the proposal: if they accept, it has the effect and legal force equivalent to that of a collective agreement
MANDATORY	yes, compulsory
COSTS	shall be covered by the Ministry of Labour
JUDICIAL REVIEW	
ARBITRATION	
GENERAL DEFINITION	
INSTITUTION	individual arbitrator or an arbitration board
COMPOSITION	
PROCEDURE	it may only decide on matters brought by the parties to a dispute if a dispute concerns the signing, amendment or renewal of a collective agreement, an arbitration award shall have the effect and legal force of such an agreement
MANDATORY	
COSTS	

JUDICIAL REVIEW	arbitration awards may not be subject to appeal
STRIKE	
GENERAL DEFINITION	strike: in order to protect and promote the economic and social interests of their members
PROCEDURE	<p>must be announced to the employer by letter giving the reason, place, date and time</p> <p>may not begin prior to the conclusion of the mediation procedure subject to this Act or prior to completion of other dispute settlement procedures agreed upon by the parties</p> <p>an employer may reduce the salary of an employee participating in the strike</p>
POSSIBLE LIMITATION	<p>the works council shall not participate in the organisation or execution of strikes;</p> <p>employer and trade union may by agreement prepare and adopt rules applicable to the maintenance of production and other necessary work ; assignments which must not be interrupted during a strike or a lockout:</p> <p>strikes in the armed forces, police, public administration and public service shall be regulated by a special law</p>
DISCRIMINATION	strike organisation or participation does not constitute a breach of a contract of employment; employees shall not be discriminated against as a result of participation
COUNTERACTION	lock-out: only in response to a strike already in progress; it may begin at the earliest eight days after the commencement of a strike; the number of employees locked out must not be higher than one-half of the employees who are on strike; with respect to the employees who are locked out, employers must pay contributions prescribed by specific minimum-wage related regulations
SOCIAL DIALOGUE	
ECONOMIC AND SOCIAL COUNCIL	
GENERAL DEFINITION	for the purpose of defining and implementing coordinated activities aimed at the protection and promotion of economic and social rights and the interests of both employees and employers, in pursuance of coordinated economic, social and development policies, encouragement to enter into and apply collective agreements, and their harmonisation with economic, social and development policies
PARTIES	trilateral: government, trade unions and employers' associations
PROCEDURE	Subject to an agreement

CZECH REPUBLIC

CZECH REPUBLIC	Labour Code , No. 65/1965 Coll., as amended by Acts No. 88/1968 Coll., No. 153/1969 Coll., No. 100/1970 Coll., No. 20/1975 Coll., No. 72/1982 Coll., No. 111/1984 Coll., No. 22/1985 Coll., No. 52/1987 Coll., No. 98/1987 Coll., No. 188/1988 Coll., No. 3/1991 Coll., No. 297/1991 Coll., No. 231/1992 Coll., No. 264/1992 Coll., No. 590/1992 Coll., No. 37/1993 Coll., No. 74/1994 Coll., No. 118/1995 Coll., No. 287/1995 Coll., No. 138/1996 Coll., No. 167/1999 Coll., No. 225/1999 Coll., No. 29/2000 Coll., No. 155/2000 Coll. (some provisions will come into force only on the Czech Republic's accession to the EU), No. 220/2000 Coll., No. 238/2000 Coll., No. 257/2000 Coll., No. 258/2000 Coll., No. 177/2001 Coll., No. 6/2002 Coll., No. 136/2002 Coll., No. 202/2002 Coll., No. 309/2002 Coll., No. 311/2002 Coll., No. 312/2002 Coll.
BASIC PROVISIONS	
RIGHT TO FORM	other act: Association Act
RIGHT TO JOIN/ NOT TO JOIN	other act: Charter of Basic Rights and Freedoms
TRADE UNION	
NON-DISCRIMINATION of the individual	Section 25c (1)
NON-PROHIBITION of the trade union	in practice
AUTONOMY	other act: Association Act
REPRESENTATIVENESS incl. procedure + criteria	in general, unions are not representative; this does not apply in the case of members of the Czech Police, the Czech Fire-fighters' Rescue Squad, the Czech Prison Guard and customs officers, whose service is regulated by Act No. 186/1992 Coll.
INFORMATION	developments regarding wages, salaries, the average wage + its components, the employer's economic and financial situation, impact of the employer's activity on the environment + ecological measures, ownership transfer, employer's legal status, international organisational structure, persons authorised to act in the name of the employer and changes in business activities, developments in employment, structural changes, rationalisation or organisational measures, large-scale dismissals, number and structure of employees, working conditions, discussion of health and safety at work state authorities: issues concerning working and living conditions
CONSULTATION	economic situation, work norms, changes in work organisation, system of appraisal + remuneration, system of employee training, measures to create conditions for the employment of special groups of individuals, measures which relate to a large number of employees, ownership transfer, large-scale dismissals, health and safety at work working time schedules, flexible working time, overtime, night work, regular payment dates notice of termination or immediate termination of employment state authorities: issues concerning working and living conditions, labour law provisions

PARTICIPATION	allocation of financial resources to the fund for cultural and social needs and withdrawals from the fund; discussion of health and safety at work; notice of termination or immediate termination of employment of a trade union member
INSPECTION	compliance with labour law provisions, internal regulations, obligations ensuing from collective bargaining agreements
SUPPORT	the employer shall create, at his own expense, the conditions necessary for employees' representatives to carry out their work, in particular by providing them, as far as he is able and as is appropriate, with suitable premises and covering the necessary costs of their maintenance and use and the required documentation
WORKS COUNCIL	
NON-DISCRIMINATION	yes
GENERAL DEFINITION	to ensure the right of information and consultation
THRESHOLD	if there is no trade union at the employer, more than 25 employees; more than 10 employees: representative concerned with health and safety at work; number depends on the total number of employees, maximum 10 employees per representative
CREATION/ OBLIGATION	a works council can be elected
ELECTION/ ELECTION PERIOD	proposal of no less than one-third of the employees, organised by an election committee; election shall be direct, equal and secret; it is valid if at least one-half of the employees vote; the candidates with the most votes are elected, the others serve as substitutes; written report on the results; elected for 3 years
MEMBERS (PROTECTION)	3 to 15 members, all employees may stand for election employer shall provide time off for duties + compensatory wage at the level of average earnings
FUNCTION/ EXPIRY	election of chairman at the first meeting; employer shall be kept informed expiry: the term of office of the works council expires as soon as a trade union proves to the employer that it has been established and is functioning; in case of transfer of the undertaking, if there is a trade union organisation at the transferee's undertaking; if the number of members falls below three
INFORMATION	economic + financial situation; impact of the employer's activity on the environment + ecological measures; a transfer; employer's legal status; international organisational structure; persons authorised to act in the name of the employer and changes in business activities, employment development, structural changes, rationalisation or organisational measures, large-scale dismissals, number and structure of employees, working conditions
CONSULTATION	yes
PARTICIPATION	no
INSPECTION	no

SUPPORT	the election shall be paid for by the employer the employer shall provide the works council with necessary facilities, including suitable premises, and cover the cost of their maintenance and use, and the required documentation
EUROPEAN WORKS COUNCIL	implementation of the provisions of the Council Directive 94/45/EC on the establishment of a European Works Council comes into force with accession to the EU
COLLECTIVE AGREEMENTS	
GENERAL DEFINITION + GENERAL SCOPE	wages or other entitlements ensuing from employment
LEVELS	enterprise and branch
PARTIES	employer (or employers' organisation) and trade unions
OBLIGATION OF NEGOTIATION + CONCLUSION	collective bargaining commences when one of the contracting parties presents a written proposal for the conclusion of a collective agreement to the other contracting party. The other contracting party is bound to reply in writing to the proposal without undue delay, and to express its opinion on those parts of the proposal which it does not accept. The contracting parties shall negotiate and provide any further required cooperation, unless this is contrary to their justified interests. No obligation of conclusion
PROCEDURE	Collective Bargaining Act No. 2/1991 Coll.
TIME/FORM/EXPIRY	in writing expiry: 1 year or otherwise stipulated
REGISTRATION	no
EXTENSION/LEGALLY BINDING	extension by the Ministry of Labour and Social Affairs legally binding
PERSONAL SCOPE	parties to labour relations
HIERARCHY OF NORMS	internal regulations are possible on entitlements ensuing from employment, except entitlements on wages and reimbursement of travelling expenses if no trade union has been formed by the employees regulation by both a collective agreement and internal regulations prior to the formation of a trade union: agreements shall apply
NON-JUDICIAL SETTLEMENT OF DISPUTES	
GENERAL DEFINITION	by a citizen who is of age and is legally capable, provided that the person agrees to perform such a function
INSTITUTION	arbitrator, mediator
COMPOSITION	one person
PROCEDURE	informal
MANDATORY	no
COSTS	separately
JUDICIAL REVIEW	yes

STRIKE	
GENERAL DEFINITION	a partial or full interruption of work by employees
PROCEDURE	regulated by Collective Bargaining Act No. 2/1991 Coll.
POSSIBLE LIMITATION	the strike is agreed to by no less than half the employees, written notification being given no less than three days in advance
DISCRIMINATION	
COUNTERACTION	not allowed

ESTONIA

ESTONIA	Collective Labour Dispute Resolution Act , in force since 07.06.1993; amended: RT I 1998, 57, 858; RT I 1996, 3, 57 Collective Agreements Act , in force since 28.04.1993, amended: RT I 2001, 102, 670; RT I 2000, 57, 372; RT I 1999, 60, 616 Trade Unions Act , in force since 23.06.2000
BASIC PROVISIONS	
RIGHT TO FORM	
RIGHT TO JOIN/ NOT TO JOIN	right to join or not to join, not existing for members of the military who are on active service
TRADE UNION	
GENERAL DEFINITION	a trade union is an independent and voluntary association of persons which is founded on the initiative of those persons and the objective of which is to represent and protect the employment, service-related, professional, economic and social rights and interests of employees
NON-DISCRIMINATION of the individual	rights of employees shall not be restricted
NON-PROHIBITION of the trade union	trade unions cannot be dissolved, restricted or prohibited, nor is intervention in internal matters allowed
AUTONOMY	regarding activities, management, action plans and election of representatives
REPRESENTATIVENESS incl. procedure + criteria	foundation by at least 5 employees, a trade union federation by at least 5 trade unions, the central federation of trade unions by at least 5 national trade unions or federations of trade unions of an area of activity or profession, at a foundation meeting; passive legal capacity as a non-profit organisation with entry into the register of trade unions; terminates with deletion from the register a trade union can only be dissolved voluntarily or by court judgement
INFORMATION	concerning employment and social affairs, as well as matters affecting the interests of employees, to be provided by employers, their representatives, state agencies and local governments on the labour market situation, vacant jobs and employment possibilities, training from state employment agencies through representatives elected by trade unions basic financial data changes in the basic objectives of work organisation, production, technology or activities of the company, fixed-term and part-time employment contracts merger, division, etc. other issues pertaining to employees and their work
CONSULTATION	upon termination of employment contracts with employees for economic reasons, collective redundancies, on the reasons for redundancy, on identification of employees to be made redundant, on resolution of issues related to redundancy, on mitigating the consequences of redundancy, pursuant to labour law upon changing or establishment of working time and work regimes, wage conditions, bases for payment of wages, holiday schedule, internal work procedure rules and other working conditions which affect a significant number of employees issues related to the in-service training and retraining, qualifications, occupational health and safety of employees issues agreed between the parties or provided for by law

PARTICIPATION	
INSPECTION	examine freely the organisation of work and working conditions
SUPPORT	workroom, premises for trade union events, permission for trade union members to take at least five days off work to participate in training, during which time they shall receive two day's average wages
WORKS COUNCIL	No provision found
NON-DISCRIMINATION	
GENERAL DEFINITION	
THRESHOLD	
CREATION/OBLIGATION	
ELECTION/ ELECTION PERIOD	
MEMBERS (PROTECTION)	
FUNCTION/EXPIRY	
INFORMATION	
CONSULTATION	
PARTICIPATION	
INSPECTION	
EUROPEAN WORKS COUNCIL	
COLLECTIVE AGREEMENTS	
GENERAL DEFINITION + GENERAL SCOPE	voluntary agreement between employers or a union or federation of employees and an employer or an association or federation of employers and also state agencies for local governments, which regulates labour relations between employers and employees
PROVISIONS	a collective agreement between the parties listed in points 1 to 4 under "Parties" below may determine the following conditions: 1) wages 2) work 3) working and rest time 4) suspension, amendment and termination of an employment contract and the rules for calculating continuous length of employment with the same employer 5) procedure for laying off employees and guarantees in the event of lay-offs 6) occupational health and safety 7) vocational training, in-service training and re-training, assistance to the unemployed 8) guarantees and compensation which the parties consider necessary 9) procedures for monitoring implementation of the collective agreement and providing necessary information 10) additional liability for non-implementation of the collective agreement 11) procedure for submitting demands of employees and employers in the event of a collective labour dispute
PROVISIONS	a collective agreement between the parties mentioned under point 5 below may determine the following conditions:

	<p>cost of living</p> <p>2) additional measures to ensure occupational health and safety</p> <p>3) additional employment guarantees</p> <p>4) additional guarantees pertaining to employment which the parties consider necessary</p> <p>5) procedures for monitoring the performance of the collective agreement and receiving necessary information</p>
LEVEL	
PARTIES	<p>1) employer + union, federation or authorised representative of employees</p> <p>2) association or federation of employers + union or federation of employees</p> <p>3) local government association + union or federation of employees and officials</p> <p>4) central federation of employers + central federation of employees</p> <p>5) central federation of unions of employees, central federation of employers + Government of the Republic + local federations of unions of employees, federation of employers and local governments</p> <p>6) in enterprises, agencies and other organisations: unions of employees, if there is no trade union in the enterprise, agency or other organisation, an authorised representative of the employees shall enter into the agreement</p> <p>7) in a government agency, state agency administered by a government agency or state administrative agency, the head of the agency may enter into a collective agreement as an employer</p> <p>8) local government agency or agency administered by a local government agency, the head of the agency or a city or rural municipality government may enter into a collective agreement as an employer</p>
OBLIGATION OF NEGOTIATION + CONCLUSION	
PROCEDURE	<p>by negotiation</p> <p>one party initiates the negotiations with a draft agreement, the other party has to give notice, negotiations start within seven days</p> <p>costs of invitation of qualified persons shall be covered by the party who invited them</p>
TIME/FORM/EXPIRY	<p>in writing</p> <p>comes into force on the date of signature, for one year, if not agreed otherwise; during this term no strike or lock-out is allowed</p> <p>expiry: the parties are required to comply with the terms and conditions of the agreement until a new one is signed</p>
REGISTRATION	in a database at the Ministry of Social Affairs
EXTENSION/ LEGALLY BINDING	agreement between association/federation of employers + a union/federation of employees and an agreement between central federation of employers + central federation employees may be extended by agreement of the parties in respect of wages, working and rest time conditions
PERSONAL SCOPE	applies to employers and employees who belong to an organisation which has entered into a collective agreement
HIERARCHY OF NORMS	a collective agreement is invalid if it is less favourable than the provisions of the labour code

NON-JUDICIAL SETTLEMENT OF DISPUTES	
GENERAL DEFINITION	collective labour dispute is a disagreement between an employer or an association or federation of employers and employees or a union or federation of employees which arises upon entry into force or implementation of collective agreements or establishment of new working conditions
CONCILIATION	
COMPOSITION	conciliators are the Public Conciliator or local conciliators his duty is to effect conciliation; he shall identify the reasons for and circumstances of a labour dispute and shall propose solutions
PROCEDURE	the demands of one party shall be submitted in writing to the other party, which shall answer within seven days in writing; if an agreement is not reached, the parties shall consult the Public Conciliator; conciliation is effected through the mediation of a conciliator or on the basis of a proposal made by him parties are required to participate in the proceedings; conciliation is documented by a report
MANDATORY	conciliation containing a signed report is binding on the parties + enters into force upon signature, if not agreed otherwise
COURT	
GENERAL DEFINITION	failing agreement in a dispute arising from implementation of a collective agreement, the federations have the right of recourse to labour dispute committees or the courts for resolution of the dispute
COSTS	
REVIEW	
STRIKE	
GENERAL DEFINITION	interruption of work on the initiative of employees or a union or federation of employees in order to achieve concessions from an employer or an association or federation of employers to lawful demands in labour matters
PROCEDURE	a decision to go on strike is taken at a general meeting of employees or a union or federation of employees organisers of a strike have to notify the other party at least two weeks in advance
POSSIBLE LIMITATION	warning strikes may not be longer than one hour sympathy strikes shall not last longer than three days the beginning of a strike may be postponed once: by one month by the government on the proposal of the Public Conciliator or by two weeks by the city or county government on the proposal of a local conciliator the government can suspend a strike or lock-out in the case of a natural disaster or catastrophe, in order to prevent the spread of an infectious disease or in a state of emergency strikes are prohibited: 1) in government agencies + other state bodies and local governments 2) in the Defence Forces, other national defence organisations, courts and

	3) in enterprises and agencies which satisfy the primary needs of the population and economy, which shall ensure indispensable services or production; a list of these enterprises is provided by the government
DISCRIMINATION	
COUNTERACTION	interruption of work on the initiative of an employer or association or federation of employers in order to achieve concessions from employees or a union or federation of employees in relation to lawful demands in labour matters

HUNGARY

HUNGARY	Labour Code, Act. No. 22 of 1992, in force since 01.07.1992
BASIC PROVISIONS	
RIGHT TO FORM	Section 14
RIGHT TO JOIN/ NOT TO JOIN	Section 15
TRADE UNION	
NON-DISCRIMINATION of the individual	employment shall not be terminated, the employee not be discriminated against or mistreated; nor shall the employee receive any entitlement or benefit on the grounds of trade union affiliation or lack of affiliation
NON-PROHIBITION of the trade union	
GENERAL DEFINITION	function of the trade union is the promotion and protection of employees' interests related to their employment relationship
AUTONOMY	
REPRESENTATIVENESS incl. Procedure + criteria	
INFORMATION	notification of the trade union prior to taking action, if such actions directly affect employees notification in case of legal transfer of the undertaking concerning legal, economic and social consequences trade unions may request information from employers on all issues related to the economic and social welfare interests of employees in connection with their employment
CONSULTATION	
PARTICIPATION	state authorities, local governments and employers shall cooperate with trade unions consent is required: when transferring an employee who is a trade union official to another workplace, as well as for termination of employment by regular or extraordinary dismissal
INSPECTION	
SUPPORT	right to use the employer's premises for the purposes of interest representation activities, as agreed with the employer employers shall provide worktime allowance for trade union officials, they are entitled to absentee pay for this time; one day of special paid leave each year for every ten trade union members for the purpose of training + advanced training courses organised by the trade union
WORKS COUNCIL	
NON-DISCRIMINATION	
GENERAL DEFINITION	

THRESHOLD	15 to 50 employees – an employee representative shall be elected
CREATION/OBLIGATION	a works council shall be elected
ELECTION/ ELECTION PERIOD	<p>election period: 3 years</p> <p>at a new employer: election at the latest after three months</p> <p>one works council shall be established per division; if there is more than one works council at an employer, a central works council shall be elected by the individual works councils,</p> <p>all employees shall be entitled to participate in the election,</p> <p>at least eight weeks prior to the election an election committee shall be formed, responsible for the course of the election: arrangement + publication of the list of candidates at least three weeks before the election, organisation of the election, report on the election,</p> <p>election: secret and direct</p> <p>elected: person receiving most of the votes, or at least 30% of the votes;</p> <p>tied vote: length of employment shall be taken into consideration; persons receiving 20% of the votes are regarded as junior members</p> <p>valid: more than half of those eligible to vote participate</p> <p>dispute: negotiations within five days</p>
MEMBERS (PROTECTION)	<p>3 members if less than 100 employees</p> <p>5 members if less than 300 employees</p> <p>7 members if less than 500 employees</p> <p>9 members if less than 1,000 employees</p> <p>11 members if less than 2,000 employees</p> <p>12 members more than 2,000 employees</p> <p>if the number of employees and the number of members is not consistent for at least six months due to an increase in the number of employees, new members shall be elected;</p> <p>members are entitled to an allowance of 10% of their monthly worktime, the chairman 15%; leave pay shall be paid for the duration of the worktime allowance</p> <p>the term of a member can cease in certain cases mentioned by law: he is replaced by an elected junior member</p> <p>a member can be dismissed at the request of 30% of the employees eligible to vote after a ballot</p> <p>a chairman of a works council with more than 1,000 employees shall be paid</p>
FUNCTION/EXPIRY	<p>a works council shall convene within 15 days of the election</p> <p>election of a chairman at the first meeting</p> <p>resolutions passed by majority vote</p> <p>meetings scheduled as necessary</p> <p>works council shall be dissolved in certain cases provided by law</p> <p>it can be dismissed when proposed by at least 30% of the employees eligible to vote after a ballot</p>
INFORMATION	<p>basic issues affecting the employers' economic situation</p> <p>plans for major decisions pertaining to a significant modification of the employer's sphere of activities and improvement projects</p> <p>at least every six months: trends in wages + salaries, liquidity related to the payment of wages, the characteristic features of employment, utilisation of work time and the nature of working conditions</p>
CONSULTATION	<p>plans for actions affecting a large group of employees, related to proposals for the employer's reorganisation, transformation, the conversion of an organisational unit into an independent organisation, privatisation and modernisation</p> <p>proposals on setting up a personnel records system; data to be recorded</p> <p>plans for employee training, proposals for the appropriation of subsidies</p> <p>for the promotion of employment, plans for early retirement</p> <p>plans for occupational rehabilitation of partially disabled workers</p> <p>annual vacation schedule</p> <p>new work organisation methods and performance requirements</p>

	tenders announced by the employer offering financial reward or recognition of exemplary performance
PARTICIPATION	appropriation of welfare funds, utilisation of institutions and related property
INSPECTION	
SUPPORT	the employer has to support the costs of the election and the work of the works council, and shall make possible the publication of information + announcements
COLLECTIVE AGREEMENTS	
GENERAL DEFINITION + GENERAL SCOPE	rights and obligations originating from employment relationships, the method of exercising and fulfilling such, and the order of proceedings related to such; relations between the parties to the collective agreement
LEVELS	
PARTIES	the employer, an employers' interest representation organisation, or several employers and the trade union or several trade unions; if there is no trade union branch at an employer, the works council and the employer; may regulate rights and obligations originating from employment relationships, the method of exercising and fulfilling them and the related order of proceedings
OBLIGATION OF NEGOTIATION + CONCLUSION	neither party shall reject a proposal for negotiations for the conclusion of a collective agreement
PROCEDURE	a trade union shall be entitled to conclude a collective agreement with the employer if its candidates have received more than half of the votes in the works council election
TIME/FORM/EXPIRY	plant agreement concluded with a works council shall be terminated with the dissolution of the works council, or if a collective agreement is concluded which is also applicable to the employer an agreement may be cancelled by either party with three months' notice but not later than after six months; if the agreement was concluded by more than one employer the agreement shall cease to apply only to the one exercising the right of cancellation
REGISTRATION	the Minister of Labour shall determine the order of registration of collective agreements; publication: Ministry's Official Gazette; an agreement comes into force upon its announcement
EXTENSION/ LEGALLY BINDING	the Minister of Labour may extend the collective agreement to the entire sector or subsector, if so requested by the parties
PERSONAL SCOPE	the collective agreement applies to the employer who concluded the collective agreement, who was a member of an employer organisation at the time of the conclusion or joined the organisation later it also applies to the employees of the affected employer who are not members of the trade union concluding the agreement
HIERARCHY OF NORMS	if the agreement at the successor employer is more favourable than the agreement of the predecessor, the agreement of the successor applies; an agreement with broader scope shall only apply if it is more favourable

NON-JUDICIAL SETTLEMENT OF DISPUTES	
COURT	
GENERAL DEFINITION	disputes related to the right to conclude collective agreements
INSTITUTION	court
COMPOSITION	
PROCEDURE	shall be decided by non-contentious proceedings, upon the request of the organisation concerned
MEDIATION	
GENERAL DEFINITION	any dispute arising in connection with employment relationships between the employer and the works council or trade union which does not qualify as a legal dispute shall be settled by negotiation
INSTITUTION	mediator
COMPOSITION	parties shall jointly request the mediator
PROCEDURE	start: submission to the other party of a written statement conclusion: mediator shall summarise in writing the parties' positions and the results of negotiation
ARBITRATION	
GENERAL DEFINITION	for settlement of a collective dispute must be used for disputes about: the opportunity of trade unions to publish the information and announcements they regard as necessary + the use of the employer's premises the extent of the costs of election and operation of the works council codetermination with regard to the appropriation of welfare funds
INSTITUTION	arbitrator
COMPOSITION	the arbitrator may set up a conciliation committee
PROCEDURE	
MANDATORY	the decision of the arbitrator shall be binding if so agreed by the parties in advance in writing agreement concluded shall be construed as a collective agreement
COSTS	paid by the employer
JUDICIAL REVIEW	
STRIKE	no provision found
GENERAL DEFINITION	
PROCEDURE	
POSSIBLE LIMITATION	
DISCRIMINATION	
COUNTERACTION	

KOSOVO

KOSOVO	On Essential Labour Law in Kosovo, Regulation No. 2001/27, UNMIK/REG/2001/27, 8 October 2001
BASIC PROVISIONS	
RIGHT TO FORM	
RIGHT TO JOIN/ NOT TO JOIN	employees and employers
TRADE UNION	
NON-DISCRIMINATION of the individual	
NON-PROHIBITION of the trade union	public authorities must refrain from any interference that would restrict employees' rights; an employees' organisation cannot be dissolved by the Administrative Department of Labour and Employment
AUTONOMY	regarding their constitution, rules, programmes
REPRESENTATIVENESS incl. procedure + criteria	legal personality: they shall register with the above mentioned Department and submit a copy of their constitution and a list of the names of the persons responsible for the management and administration of the union
INFORMATION	
CONSULTATION	
PARTICIPATION	
INSPECTION	
SUPPORT	
WORKS COUNCIL	no provision found
NON-DISCRIMINATION	
GENERAL DEFINITION	
THRESHOLD	
CREATION/OBLIGATION	
ELECTION/ ELECTION PERIOD	
MEMBERS (PROTECTION)	
FUNCTION/EXPIRY	
INFORMATION	
CONSULTATION	
PARTICIPATION	
INSPECTION	

SUPPORT	
EUROPEAN WORKS COUNCIL	
COLLECTIVE AGREEMENTS	
GENERAL DEFINITION + GENERAL SCOPE	
LEVELS	Kosovo level, branch level, enterprise level
PARTIES	employer or his representative and a union, or, where a union does not exist, with the employees' representative
OBLIGATION OF NEGOTIATION + CONCLUSION	
PROCEDURE	
TIME/FORM/EXPIRY	in writing, in an official language used in Kosovo, fixed for not more than three years
REGISTRATION	with the Department of Labour and Employment
EXTENSION/ LEGALLY BINDING	
PERSONAL SCOPE	application to employers and employees who agree to be bound by such an agreement
HIERARCHY OF NORMS	agreements may not include provisions that limit employees' rights, or which are less favourable than those set out in the code
NON-JUDICIAL SETTLEMENT OF DISPUTES	no provision found
GENERAL DEFINITION	
INSTITUTION	
COMPOSITION	
PROCEDURE	
MANDATORY	
COSTS	
JUDICIAL REVIEW	
STRIKE	no provision found
GENERAL DEFINITION	
PROCEDURE	
POSSIBLE LIMITATION	
DISCRIMINATION	
COUNTERACTION	

LATVIA

LATVIA	Labour Law , adopted by the Saeima on 20 June 2001, came into force on 1 January 2002
BASIC PROVISIONS	
RIGHT TO FORM	
RIGHT TO JOIN/ NOT TO JOIN	right to join for employers and employees
TRADE UNION	Trade Unions Act of 13 December 1990
NON-DISCRIMINATION of the individual	Sect. 8
NON-PROHIBITION of the trade union	
AUTONOMY	
REPRESENTATIVENESS incl. procedure + criteria	
INFORMATION	regarding the economic and social situation of the enterprise; transfer of enterprise
CONSULTATION	regarding decisions which may affect the interests of the employees, such as remuneration, working conditions, employment
PARTICIPATION	determination and improvement of remuneration provisions, working environment, working conditions + organisation of working time, protection of health and safety of employees
INSPECTION	
SUPPORT	
WORKS COUNCIL	
NON-DISCRIMINATION	
GENERAL DEFINITION	defence of the social, economic and occupational rights and interests of the employees
THRESHOLD	five or more employees
CREATION/OBLIGATION	employees shall exercise their rights through employee representatives
ELECTION/ ELECTION PERIOD	elected for a specified term of office by a simple majority vote at a meeting where at least half the employees participate; recorded in minutes
MEMBERS (PROTECTION)	
FUNCTION/EXPIRY	
INFORMATION	regarding the economic and social situation of the enterprise; transfer of enterprise

CONSULTATION	regarding decisions which may affect the interests of the employees, such as remuneration, working conditions, employment
PARTICIPATION	determination and improvement of remuneration provisions, working environment, working conditions + organisation of working time, protection of health and safety of employees
INSPECTION	
SUPPORT	
EUROPEAN WORKS COUNCIL	
COLLECTIVE AGREEMENTS	
GENERAL DEFINITION + GENERAL SCOPE	agreement on provisions regulating the content of legal employment relationships, organisation of work, remuneration, labour protection, establishment and termination of legal employment relationships, improvement of qualifications, work procedures, social security of employees and other issues related to legal employment relationships; shall determine mutual rights and duties
LEVELS	enterprise, sector or territory
PARTIES	enterprise: employer and trade union – if there isn't one, by the authorised employee representative sector or territory: employer, group of employers, organisation or association and trade union or association of trade unions
OBLIGATION OF NEGOTIATION + CONCLUSION	entry into negotiations can be proposed by each of the parties, an employer may not refuse to enter into negotiations
PROCEDURE	after the proposal a reply within 10 days, organisation of negotiations; if no agreement: the party refusing has to give a written reply within 10 days, if a draft of the agreement is received the reply shall be provided in one month an agreement entered into by an enterprise is valid upon the approval of the employees at a general meeting by a simple majority of votes; at least half the employees of the relevant enterprise must participate
TIME/FORM/EXPIRY	specified period of time, if no time is specified then the agreement goes into effect for one year, in writing expiry: agreement of the parties, notice of termination by one party if such a right has been entered in the agreement, after termination the agreement applies until a new agreement comes into effect, unless agreed otherwise by the parties
REGISTRATION	agreement comes into effect with publication in the Official Gazette
EXTENSION/ LEGALLY BINDING	
PERSONAL SCOPE	binding on members of the organisation or association of employers if members of an organisation or association of employers employ more than 60% of the employees in a sector the agreement shall be binding on all employers of the relevant sector and shall apply to all employees employed by them binding on the parties, shall apply to all employees who are employed by the relevant employer unless provided otherwise in the agreement; it is of no consequence whether a legal employment relationship with the employee was established prior to or after the coming into effect of the agreement

HIERARCHY OF NORMS	provisions of the employment contract apply only if more favourable to the employee than those of the collective agreement
NON-JUDICIAL SETTLEMENT OF DISPUTES	
CONCILIATION COMMISSION	
GENERAL DEFINITION	disputes arising from the collective agreement or related to the agreement
COMPOSITION	established by the parties, both authorising an equal number of their representatives
PROCEDURE	the parties shall draw up a report regarding the different opinions and submit it within three days to the conciliation commission; it shall examine this document within seven days and take a decision by agreement
MANDATORY	the agreement of the conciliation commission is binding and has the validity of a collective agreement
COURT	
GENERAL DEFINITION	a court shall rule on any dispute regarding rights between parties to a collective agreement: claims arising from the collective agreement application of provisions of the collective agreement validity or invalidity of provisions of the collective agreement
COMPOSITION	
PROCEDURE	if the conciliation commission does not reach an agreement the dispute shall be settled by a court or arbitration board
ARBITRATION BOARD	
GENERAL DEFINITION	any dispute
COMPOSITION	
PROCEDURE	the parties may agree in writing to refer any dispute for settlement to an arbitration board
COSTS	
JUDICIAL REVIEW	
STRIKE	no provision found in Labour Law but regulated in the Act on Strikes, 23 April 1998, LVA-1998-L-51157
GENERAL DEFINITION	
PROCEDURE	
POSSIBLE LIMITATION	
DISCRIMINATION	
COUNTERACTION	

LITHUANIA

LITHUANIA	Law on Collective Agreements and Collective Labour Agreements , 31.03.1994, amended 17.04.1996, No. I - 1201 Law on Trade Unions , 21.11.1991, No. I - 2018 Law on the Regulation of Collective Disputes , 17.03.1992, No. I - 2386
BASIC PROVISIONS	
RIGHT TO FORM	
RIGHT TO JOIN/ NOT TO JOIN	persons older than 14 years and with an employment contract may freely join no right to join a trade union: employers or their representatives
TRADE UNION	
GENERAL DEFINITION	trade unions shall represent their members in relations with the employer, and protect the labour, social, and economic rights and interests of their members trade unions shall submit proposals to state bodies concerning the adoption, amendment or annulment of standard laws on labour, economic and social issues
NON-DISCRIMINATION of the individual	the employer may not make employment or retention conditional upon an employee's willingness to refrain from joining or to withdraw from a trade union
NON-PROHIBITION of the trade union	state bodies and employers are prohibited from interfering in the internal affairs of a trade union
AUTONOMY	trade unions shall be allowed to function freely and independently; autonomy regarding regulations, rules, activities, choice of representatives, organisation
REPRESENTATIVENESS incl. procedure + criteria	a trade union may be established if it has not less than 30 founding members, or if there are not less than 30 founding members in the enterprise, institution or organisation, or when the founders account for not less than one-fifth – but not less than three – of all employees; if the statutes were approved at the meeting; and if an elected governing body exists legal personality is obtained upon registering trade union statutes according to the provisions in the law activities of a trade union may be suspended or terminated: according to the procedure established in their statutes + by court decision
PROTECTION	employees elected to trade union bodies may not be dismissed except in case of liquidation, nor transferred to another workplace the jobs of members elected to a trade union post must be secure until their return
INFORMATION	from state bodies: on labour, economic and social issues necessary for their activities
CONSULTATION	
PARTICIPATION	termination of an employment contract of an employee who is a trade union member, imposing penalties, changing conditions of contract of employees elected to union bodies

INSPECTION	trade unions may supervise the employer's adherence to and implementation of the labour, economic and social laws and collective agreements
SUPPORT	the employer must ensure conditions appropriate for the activities of trade unions provided for in collective and other agreements
WORKS COUNCIL	no provision found
NON-DISCRIMINATION	
GENERAL DEFINITION	
THRESHOLD	
CREATION/OBLIGATION	
ELECTION/ ELECTION PERIOD	
MEMBERS (PROTECTION)	
FUNCTION/EXPIRY	
INFORMATION	
CONSULTATION	
PARTICIPATION	
INSPECTION	
SUPPORT	
EUROPEAN WORKS COUNCIL	
COLLECTIVE AGREEMENTS	
GENERAL DEFINITION + GENERAL SCOPE	shall be concluded for a range of economic and social measures and additional guarantees concerning employment, retraining, work organisation, wages, health and safety at work
LEVEL	enterprises, institutions and organisations, as well as branches agreements shall not be concluded with state and local authority officials
PARTIES	trade unions, their associations and the government, ministries, employers, their organisations or associations trade unions functioning in an enterprise, institution, organisation and the employer or his representatives collective agreement on a professional basis: trade union of given profession and employer or his representatives
OBLIGATION OF NEGOTIATION + CONCLUSION	shall be formed in enterprises, institutions and organisations upon request of the employees, conclusion at branch level parties must begin negotiating upon the request of one of the parties
PROCEDURE	negotiations start within 10 days upon the request of one of the parties or 2 months prior to the expiry of the existing agreement draft agreement must be discussed by the employees, if approved: signing within 3 days; if not approved: amendments + discussion again after 15 days

TIME/FORM/EXPIRY	shall enter into force the day it is signed the term of validity may not exceed 2 years, agreement shall remain in effect until a new agreement is signed
REGISTRATION	collective agreements concluded by the parties mentioned above and some additional ones have to be registered with the Ministry of Justice within 10 days of signing
EXTENSION/ LEGALLY BINDING	shall be legally binding upon its parties + successor to the employer's rights until conclusion of a new agreement
PERSONAL SCOPE	
HIERARCHY OF NORMS	collective agreements can only be more, not less favourable to employees than the relevant laws
NON-JUDICIAL SETTLEMENT OF DISPUTES	
GENERAL DEFINITION	collective disputes shall be disagreements between the employees of an enterprise, institution, organisation or structural unit of an enterprise or a trade union and the employer or appropriate bodies and officials and shall be the result of the unsatisfied demands of said employees or trade unions
CONCILIATION COMMISSION	
COMPOSITION	representatives of those who presented the demand and the representatives of the employer; number of members upon agreement of the parties
PROCEDURE	employees' demands shall be formulated and approved at their general meeting valid if one-half of the employees at a meeting or two-thirds of the delegates of a conference participate; to be adopted by majority vote the demand shall be presented to the employer, who must consider it within 7 days if the party which has initiated the demand is not satisfied then the conciliation commission comes into force, which must consider the dispute within 7 days if the parties fail to agree, dispute resolution moves on to the labour arbitration commission or the court of arbitration
MANDATORY	the decision is binding on the parties
LABOUR ARBITRATION/ COURT OF ARBITRATION	
PROCEDURE	statutes shall be approved by the Government of the Republic, the court and the labour arbitration commission must consider disputes within 7 days
COSTS	
REVIEW	
STRIKE	
GENERAL DEFINITION	voluntary refusal by the employees of enterprises or their subunits to carry out their work in order to have their demands satisfied

PROCEDURE	if a collective dispute is not settled in accordance with the above procedure, a strike may be declared employers must be informed in writing 7 calendar days before the beginning of a strike; in some sectors mentioned in the Law on the Regulation of Collective Disputes the notice period is 21 calendar days, the strike may be preceded by a warning strike, which may not last longer than 2 hours – the employer must be informed no later than 24 hours beforehand
POSSIBLE LIMITATION	while a collective agreement is in effect, strikes shall be prohibited, strikes are prohibited for public employees working in internal affairs, national defence and national security, as well as in enterprises providing electric power, centralised heating and gas, and in services providing emergency medical aid; in these enterprises the authorities may demand that workers provide a minimum service, strikes are prohibited in natural disaster zones, as well as in regions which, pursuant to the established procedure, have been declared subject to a state of emergency, for exceptional reasons, the court shall have the right to postpone a strike, whether it has begun or not, for a period of 30 days
DISCRIMINATION	
COUNTERACTION	upon the adoption of a decision concerning a strike and during the strike the employer shall be forbidden to: 1) take action to shut down the enterprise 2) deny access to the work place 3) refuse to provide work or tools to employees 4) create other conditions which may stop work 5) take action which interferes with the enterprise's normal functioning 6) bring other employees into the enterprise during the strike

	Labour Code of the Republic of Lithuania (Law No.IX-926 of 4.6.2002//Official Gazette "Valstybės žinios", 2002, No. 64-2569) – hereinafter LC Law of the Republic of Lithuania on Trade Unions (Law No. I-2018 of 21.11.1991// Official Gazette "Valstybės žinios, 1991, No. 34-933) – hereinafter LTU.
	Valid from 1.1.2003
BASIC PROVISIONS	
RIGHT TO FORM	
RIGHT TO JOIN/ NOT TO JOIN	Art. 1 Sec. 1 LTU: Citizens of the Republic of Lithuania, as well as other persons who are permanent residents of Lithuania, who are at least 14 years of age, and who are working under an employment contract or on other grounds provided by the law. Art. 1 Sec. 3 LTU: An employer or his authorised representative may not be a member of trade unions functioning in his enterprise, institution, or organisation.
TRADE UNION	
GENERAL DEFINITION	Art. 50 Sec. 1 of Constitution: Trade unions shall be formed freely and operate independently. They shall protect the professional, economic and social rights and interests of workers. Sec. 3 of Preamble LTU: Trade unions are voluntary, independent and self-established organisations, representing and defending the professional, labour, economic and social rights and interests of workers.

NON-DISCRIMINATION of the individual	Art. 10 Sec. 2 LTU: The employer may not make employment or retention conditional upon an employee's consent to refrain from joining or to withdraw from a trade union.
NON-PROHIBITION of the trade union	Art. 9 LTU: The activities of a trade union or association of trade unions may be suspended or terminated: 1) according to the procedure established in their regulations (statute), or 2) by a court decision. If a trade union or association of trade unions violates the Constitution or the LTU, the body which registered the regulations (statute) of the trade union or association of trade unions shall inform in writing the governing bodies of the trade union or association of trade unions of the violation and shall state the deadline for the elimination of said violations. If the violations are not eliminated, the body which registered the regulations (statute) of the trade union or association of trade unions shall have the right to appeal to a court for the termination of the activities of the trade union or association of trade unions. On the decision of the court, the activities of a trade union or association of trade unions may be suspended for a term not exceeding three months.
NON-PROHIBITION of trade unions	If the violations are not eliminated during the period laid down, the activities of a trade union or association of trade unions may be terminated by a court decision. The activities of trade unions or their associations may also be terminated by a court decision, if the trade unions or their associations, within a year of the day their activities were suspended by court decision, again violate the Constitution or LTU.
AUTONOMY	Art. 3 LTU: In the Republic of Lithuania, trade unions shall operate freely and independently. All trade unions shall enjoy equal rights. They shall have the right to draw up the regulations and rules of their activities, to freely choose their representatives, to organise their activities, and to determine their programme of activities. State bodies, employers and their authorised representatives, managing bodies of enterprises, institutions, organisations, the state administration, officials, political parties and other public organisations shall be prohibited from interfering with the internal affairs of trade unions. Individuals who interfere with the legitimate activities of trade unions shall be liable under law. Art. 7 LTU: Trade unions shall have the right to form associations. Associations may be established only on the basis of a free agreement between trade unions, and on their own initiative.
REPRESENTATIVENESS incl. procedure + criteria	Art. 6 LTU: A trade union may be established on the basis of professional, office, production, territorial, or other principles determined by the trade union itself. A trade union may be established only if it has: 1) no less than 30 founding members, or if there are no less than 30 founding members in the enterprise, institution or organisation, or when the founding members account for not less than one-fifth – but not less than 3 – of all employees; 2) the regulations (statute) approved at the meeting; and 3) an elected governing body. A trade union shall be considered to be established from the day when the above specified conditions are met. Art. 7 Sec. 1 LTU: Trade unions or their associations shall acquire legal personality upon registering their regulations (statute) according to the procedure established by this law.
PROTECTION	Art. 134 Sec. 1 LC: Employees elected to an employees' representative body may not be dismissed on the initiative of the employer on substantial grounds, other than the fault of the employee, without the prior consent of that body. Art. 135 Sec. 1 P. 6 LC: If the employer institutes redundancies on economic or technological grounds or because of structural changes in the enterprise, he should give preference [i.e. in respect of their retention] to, among others, employees who are elected to employees' representative bodies. Art. 21 Sec. 1 LTU: Employees elected to a trade union body may not be dismissed for economic reasons on the initiative of the employer or at the demand of the employer without the prior consent of the said trade

	shall also be required for the imposition of disciplinary penalties on said employees. Art. 22 Sec. 3: Members of trade unions who are dismissed because they were elected to a trade union post shall have their job restored upon the expiry of their term of office.
PROTECTION	in the event that the job (post) is no longer available, said persons must be provided with equivalent employment. Art. 129 Sec. 3 LC: Membership of a trade union or participation in the activities of a trade union not during working time or, with the consent of the employer, during working time, shall not be constituted justified grounds for dismissal.
INFORMATION	Art. 23 Sec. 1 P. 5: The employer must provide workers' representatives with essential information on the activities of the enterprise. Art. 47 Sec. 1 LC: Workers shall have the right to information and consultation. Art. 47 Sec. 2 LC: Information connected to labour relations shall be supplied by the employer (or employers' organisation) to workers' representatives according to the level of social partnership. Art. 47 Sec. 5 LC: The mode and conditions of information and consultation shall be established in collective agreements. Art. 48 Sec. 4 LC: The parties to the collective agreement and their representatives shall have the right to refuse to provide information on given issues related to collective bargaining. Otherwise, information shall be provided within one month. Art. 16 Sec. 1 LTU: Trade unions and their associations shall have the right to request information from state bodies and state organisations on labour, economic and social issues necessary for their activities; state bodies and organisations must furnish said information within the period established by law.
CONSULTATION	Art. 47 Sec. 1 LC: Workers shall have the right to information and consultation. Art. 47 Sec. 3 LC: Consultation means discussions between workers' representatives and their organisations and employers and their organisations for the purpose of reaching an agreement or joint decision. Information relevant to labour relations issues shall be provided by the employer (employers' organisation) to workers' representatives according to the level of social partnership. Art. 47 Sec. 5 LC: The mode and conditions of information and consultation shall be established in collective agreements.
PARTICIPATION	Art. 23 Sec. 1 P.2 LC: When making decisions which can influence the legal status of workers, the employer shall consult workers' representatives, and in cases provided by law, obtain their consent. Art. 13 Sec. 1 LTU: In the cases provided by law, the employer must deal with labour, economic, and social issues in coordination with trade union bodies.
INSPECTION	Art. 17 LTU: Trade unions shall have the right to supervise the employer's adherence to and implementation of the labour, economic, and social laws related to the rights and interests of their members, as well as of collective and other agreements. For this purpose, trade unions may employ inspectorates, legal advice services, and other institutions. While performing supervisory functions, persons authorised by a trade union shall have the right to freely enter enterprises, institutions, and organisations which employ members of the trade union, and to be granted access to documents concerning the working, economic, and social conditions of its members.
SUPPORT	Art. 13 Sec. 2 LTU: The employer must ensure adequate conditions for the activities of trade unions as stipulated in collective and other agreements.
WORKS COUNCIL	
NON-DISCRIMINATION	Depends on provisions in the special new law on works councils, which is now under preparation.

GENERAL DEFINITION	The status and principles of formation of works councils shall be stipulated by law. A works council shall have all the rights of a workers' representative body if there is no functioning trade union in the enterprise and a meeting of the workers has not delegated representational competence to the trade union organisation of the appropriate branch of industry. A works council has no competence to exercise functions which are by law recognised as the exclusive functions of trade unions.
THRESHOLD	Depends on provisions in the special new law on works councils, which is now under preparation.
CREATION/OBLIGATION	Art. 19 Sec. 1 LC: If there is no functioning trade union in an enterprise and a meeting of the workers has not delegated representative competence to the trade union organisation of the appropriate branch of industry, the workers shall be represented by the works council, elected at a general workers' meeting by secret ballot.
ELECTION/ ELECTION PERIOD	Art. 19 Sec. 2 LC: Elected at a general workers' meeting by secret ballot. Further provisions shall be specified by the new law on works councils, which is now under preparation.
MEMBERS (PROTECTION)	Art. 134 Sec. 1 LC: Employees elected to workers' representative bodies may not be dismissed by the employer, on grounds other than the said employee's fault, without the prior consent of that body. Art. 135 Sec. 1 P. 6 LC: If the employer makes people redundant on economic or technological grounds or because of structural changes in the enterprise, he should give preference to, among others, employees elected to workers' representative bodies.
FUNCTION/EXPIRY	Depends on provisions in the special new law on works councils, which is now under preparation.
INFORMATION	Art. 23 Sec. 1 P. 5: The employer must provide workers' representatives with essential information on enterprise activities. Art. 47 Sec. 1 LC: Workers shall have the right to information and consultation. Art. 47 Sec. 2 LC: Information on labour issues shall be provided by the employer (employers' organisation) to workers' representatives according to the level of social partnership. Art. 47 Sec. 5 LC: The mode and conditions of information and consultation shall be established in collective agreements. Art. 48 Sec. 4 LC: The parties to the collective agreement and their representatives shall have the right to refuse to provide information on particular issues related to collective bargaining. Such information as is provided shall be provided within a period of one month.
CONSULTATION	Art. 47 Sec. 1 LC: Workers shall have the right to information and consultation. Art. 47 Sec. 3 LC: Consultation means discussions between workers' representatives and their organisations and employers and their organisations for the purpose of reaching an agreement or joint decision. Information on labour issues shall be provided by the employer (employers' organisation) to workers' representatives according to the level of social partnership. Art. 47 Sec. 5 LC: The mode and conditions of information and consultation shall be established in collective agreements.
PARTICIPATION	Art. 23 Sec. 1 P.2 LC: When making decisions which may affect workers' legal status the employer shall consult workers' representatives, and, in the cases laid down by law, obtain their consent.
INSPECTION	Depends on provisions in the special new law on works councils, which is now under preparation.
SUPPORT	Depends on provisions in the special new law on works councils, which is now under preparation.

EUROPEAN WORKS COUNCIL	Art. 47 Sec. 6 LC: This Code guarantees the right to information and consultation via European Works Councils for workers in enterprises or groups of enterprises at EU level. The status of these Councils and the conditions of their formation and operation shall be stipulated by law. (The special law is now under preparation).
COLLECTIVE AGREEMENTS	
GENERAL DEFINITION + GENERAL SCOPE	Art. 50 Sec. 1 LC: A national, sectoral or territorial collective agreement is a written agreement between trade union organisations and employers' organisations. Art. 59 Sec. 1 LC: An enterprise collective agreement is a written agreement between the employer and the workers of the enterprise concerning working, remuneration and other social and economic conditions. An enterprise collective agreement may be concluded in enterprises, institutions and organisations, irrespective of their type.
LEVEL	Art. 49 LC: Collective agreements may be concluded: 1) at state level (national agreement); 2) branch or territorial level; 3) enterprise (or their subdivisions) level.
PARTIES	Art. 51 Sec.1 LC: The parties to a national agreement at state level are central (republican) organisations or associations of trade unions and employers' organisations. Art. 51 Sec. 2 LC: The parties to a collective agreement at branch or territorial level are organisations of trade unions and employers' organisations of the appropriate branch of industry or functioning in that territory. Art. 60 Sec. 1 LC: The parties to a collective agreement at enterprise (or its subdivisions) level are the workers of that enterprise or subdivision, represented by the trade union operating at that enterprise and employer. Art. 60 Sec. 2 LC: If there are several trade unions at an enterprise, representation shall be assumed by a joint representative body. Art. 60 Sec. 3 LC: If the trade unions cannot reach a decision on the formation of the joint representative body, the final decision shall fall to a general meeting of the workers.
PARTIES	Art. 60 Sec. 4 LC: If there is no trade union at the enterprise and a meeting of the workers has not delegated the right of representation to the trade union organisation of the appropriate branch of industry, the party to a collective agreement may be the works council. Consequently, the party to the agreement may also be a trade union organisation of the appropriate branch of industry, to which a meeting of the workers has delegated the right of representation.
OBLIGATION OF NEGOTIATION + CONCLUSION	Art. 48 Sec. 2 LC: The respective parties in collective labour relations harmonise their interests and regulate their disputes by means of bargaining. The party which wants to start the collective bargaining process has to present clearly defined demands or proposals. This presentation shall be in writing and shall contain the object of the bargaining. The party, willing to bargain, shall present clearly defined demands or proposals. Art. 48 Sec. 2 LC: The parties shall determine the commencement and procedure of bargaining. If no agreement is reached on this, bargaining shall start 2 weeks from the initial presentation by one of the parties. Art. 48 Sec. 7 LC: If the parties have not agreed otherwise, the bargaining shall be considered complete after the parties have concluded a collective agreement, or after they have signed a protocol of disagreement or one party submits a written attestation that it is withdrawing from bargaining.
PROCEDURE	Art. 48 Sec. 2 LC: The parties shall determine the start and procedure of bargaining. If no agreement on the beginning and procedure of the bargaining process has been reached, the bargaining has to start a mandatory two weeks after one party has expressed its desire to bargain. Art. 63 Sec 2 LC: If a fixed-term collective bargaining agreement is concluded, the bargaining shall start 2 months prior to expiry of that

	without undue procrastination. Art. 53 Sec. 2 LC: Agreements concluded at national, sectoral or territorial levels shall be drafted, signed, supplemented or amended according to the procedure established by the parties to that agreement. Art. 62 Sec. 1 LC: The parties to an enterprise collective agreement form the committee for drafting the collective agreement on an equal basis. Art. 62. Sec. 4 LC: The draft collective agreement shall be submitted to a general meeting of the workers at the given enterprise. If this general meeting approves the draft, the collective agreement can be signed.
TIME/FORM/EXPIRY	Art. 55 LC: An agreement concluded at national, sectoral or territorial level enters into force on the day of registration and remains valid until a new agreement is signed or until the expiry date. Art. 63 Sec. 1-2 LC: An enterprise-level agreement shall enter into force on the day it is signed, unless the parties have agreed otherwise. The agreement remains valid until a new agreement is signed or until the expiry date.
REGISTRATION	Art. 54 LC: An agreement concluded at national, sectoral or territorial level shall be registered at the request of an employers' organisation at the Ministry of Social Security and Labour within 20 days of signing. Trade unions have the right to request registration if the employers' organisation does not comply with the registration obligation.
EXTENSION/ LEGALLY BINDING	Art. 52 Sec. 1 LC: An agreement concluded at sectoral or territorial level shall be legally binding upon employers which: 1) are members of the employers' organisation party to that agreement; 2) joined this employers' organisation after the conclusion of the agreement. Art. 52 Sec. 2 LC: If the provisions of an agreement concluded at national, sectoral or territorial level concern a particular branch of industry, at the request of one or both parties to the agreement the minister of social security and labour may extend the scope of application of that agreement to the whole branch or territory.
PERSONAL SCOPE	All workers, irrespective of trade union membership. Art. 59 Sec. 2 LC: An enterprise collective agreement shall apply to all workers at that enterprise.
HIERARCHY OF NORMS	Art. 4 Sec. 3 LC: Collective agreements may not lay down less favourable conditions for employees than those laid down in labour legislation. Art. 52 Sec. 3 LC: If several agreements are in place at a particular enterprise, the provisions of the agreement most favourable to the workers shall apply.
NON-JUDICIAL SETTLEMENT OF DISPUTES	
GENERAL DEFINITION	Art. 68 LC: Collective labour disputes shall be disagreements between the enterprise trade union and the employer, or between parties with the right to conclude a collective agreement, resulting from the establishment or alteration of labour, social, or economic conditions in the process of collective bargaining or the conclusion or implementation of a collective agreement with the result that the demands of the parties are not satisfied.
CONCILIATION COMMISSION	
COMPOSITION	Art. 72 Sec. 1 LC: The conciliation commission consists of representatives of the party putting forward demands, and representatives of the party to whom the demands are being put. The number of members of the commission shall be agreed by the parties. Art. 72 Sec. 2 LC: If no agreement is reached on the number of representatives, each party shall appoint a maximum of 5 representatives.

PROCEDURE	Art. 73 Sec. 2 LC: The dispute shall be dealt with within 7 days. Art. 74 Sec. 1 LC: The decision of the commission shall take the form of a bilateral agreement. The decision is binding upon both parties. Art. 74 Sec. 2 LC: If the parties fail to agree on a joint decision, the commission may submit the dispute to the labour arbitration committee or court of arbitration or conclude the procedure by signing a protocol of disagreement. Art. 74 Sec. 3 LC: The decision of the conciliation commission shall be communicated to the workers.
MANDATORY	Art. 74 Sec. 1 LC: The decision of the commission shall take the form of a bilateral agreement. The decision shall be binding upon both parties.
LABOUR ARBITRATION/ COURT OF ARBITRATION	
PROCEDURE	Art. 75 Sec. 1 LC: Labour arbitration is part of the district court system. The composition of the court, dispute settlement procedures and the implementation of decisions shall be stipulated by the Government of the Republic of Lithuania. Art. 75 Sec. 2 LC: The judges of the court of arbitration summon the parties to the collective labour dispute in writing. The dispute settlement procedure and implementation of the decision of the court shall be stipulated by the Government of the Republic of Lithuania. Art. 75 Sec. 3 LC: The labour arbitration commission and the court of arbitration must consider disputes within 14 days.
COSTS	No stipulation.
REVIEW	No stipulation.
STRIKE	
GENERAL DEFINITION	Art. 76 LC: A strike is a temporary work stoppage by the workers of one or several enterprises in consequence of a failure to settle a collective labour dispute or a failure to implement a decision of the conciliation commission, the labour arbitration commission or the court of arbitration.
PROCEDURE	Art. 77 Sec. 1 LC: Trade unions have the right to call a strike (incl. warning strikes) in accordance with their statutes. A strike may be called if it is approved by a secret ballot: 1) to call a strike at an enterprise two-thirds of all workers must vote in favour; 2) to call a strike at an enterprise subdivision two-thirds of all workers at the subdivision and at least one-half of all workers at the enterprise as a whole must vote in favour. Art. 77 Sec. 2 LC: The employer must be informed in writing that a strike will take place within 7 calendar days of the decision being adopted and must receive a copy of the decision. Only demands which have not been addressed during the conciliation procedure may be put forward after a strike declaration. Art. 79 LC: A strike shall be led by a trade union or a duly appointed strike-committee.
POSSIBLE LIMITATION	Art. 78 Sec. 1 LC: Strikes shall be prohibited in such public organs as internal affairs, national defence and national security, as well as in enterprises providing electric power, heating and gas on a national basis, and emergency medical services. The demands of employees of such services and enterprises shall be considered by the Government of the Republic of Lithuania. Art. 78 Sec. 2 LC: Strikes shall be prohibited in natural disaster zones, as well as in regions which, pursuant to the established procedure, have been declared in a state of emergency or war, until the danger is over or the state of emergency or war is revoked. Art. 79 Sec. 3 LC: Strikes are prohibited on issues settled by a collective agreement.
DISCRIMINATION	No stipulation.
COUNTERACTION	No stipulation.

MACEDONIA

MACEDONIA	Labour Relations Act , published in the Official Gazette of the Republic of Macedonia, No. 80/93-2007
BASIC PROVISIONS	
RIGHT TO FORM	right to form trade unions and employers' organisations whose main objective is the improvement and protection of employees' and employers' interests, respectively
RIGHT TO JOIN/ NOT TO JOIN	employees and employers shall have the right to join their own respective organisations
TRADE UNION	
NON-DISCRIMINATION of the individual	special protection: an employee cannot be discriminated against due to trade union membership or participation in trade union activities
NON-PROHIBITION of the trade union	employees' and employers' organisations cannot be dissolved nor their activities suspended by way of administrative procedure if they are established and functioning according to law and other regulations; employers cannot constrain the legal activities of trade unions and their officials
AUTONOMY	regarding statutes, regulations, programme, election of delegates, methods of administration
REPRESENTATIVENESS incl. procedure + criteria	registration: by the government organ with responsibility for labour issues
INFORMATION	
CONSULTATION	
PARTICIPATION	
INSPECTION	
SUPPORT	employers are obliged to facilitate trade union activities regarding the protection of employment rights
WORKS COUNCIL	no provision found
NON-DISCRIMINATION	
GENERAL DEFINITION	
THRESHOLD	
CREATION/OBLIGATION	
ELECTION/ ELECTION PERIOD	
MEMBERS (PROTECTION)	
FUNCTION/EXPIRY	
INFORMATION	

CONSULTATION	
PARTICIPATION	
INSPECTION	
SUPPORT	
COLLECTIVE AGREEMENTS	
GENERAL DEFINITION + GENERAL SCOPE	to regulate employment rights, the obligations and responsibilities of employees and employers, the extent and means of exercising those rights, obligations and other stipulations, procedures governing the settlement of disputes when determining salaries, collective agreements must take into consideration government wage policy + the provisions of current macroeconomic policy
LEVEL	national, branch and enterprise
PARTIES	national level: the leading trade union organisation shall conclude a general collective agreement pertaining to all employees and employers on the same level, the Government and the leading trade union organisation shall conclude a general collective agreement pertaining to public services, public enterprises, government agencies, organs of local government and other legal entities engaged in non-commercial activities branch level: the relevant trade union organisation and employers' organisationenterprise level: management boards and trade unions
OBLIGATION OF NEGOTIATION + CONCLUSION	
PROCEDURE	concluded on the signature of authorised delegates of the participants in collective bargaining if the government declares that an agreement is not in compliance with the law, the signatories shall be notified and a deadline for conciliation shall be set; if no solution is found, legal action involving the relevant court shall be taken
TIME/FORM/EXPIRY	in writing for a limited or unlimited term agreements expire after the designated expiry date; validity may be extended by the participants at the latest 30 days before expiry, and this must be registered termination of an unlimited agreement may take place by agreement
REGISTRATION	national or branch level agreements shall be registered with the authorities responsible for labour issues and published in the Official Gazette enterprise-level agreements take the form designated in the agreement
EXTENSION/ LEGALLY BINDING	
PERSONAL SCOPE	mandatory in organisations which have concluded a collective agreement on behalf of all employees and employers
HIERARCHY OF NORMS	collective agreements cannot be less favourable than the rights defined by law decisions and laws can only contradict the collective agreement when they are more favourable for employees than said agreement

NON-JUDICIAL SETTLEMENT OF DISPUTES	
GENERAL DEFINITION	
INSTITUTION	arbitration committees
COMPOSITION	
PROCEDURE	as designated in the collective agreement
MANDATORY	
COSTS	
JUDICIAL REVIEW	
STRIKE	
GENERAL DEFINITION	for the purpose of obtaining their employment-related economic and social rights
PROCEDURE	
POSSIBLE LIMITATION	
DISCRIMINATION	
COUNTERACTION	

POLAND

POLAND	Labour Code , 26.06.1974, last amended 2002, No.74, item 676
BASIC PROVISIONS	
RIGHT TO FORM	
RIGHT TO JOIN/ NOT TO JOIN	
TRADE UNION	Law on Trade Unions, 23 May 1991, since amended
NON-DISCRIMINATION of the individual	
NON-PROHIBITION of the trade union	
GENERAL DEFINITION	<p>multi-establishment trade union organisation: a trade union organisation which is a nationwide trade union, a federation of trade unions or a nationwide confederation of trade unions</p> <p>trade union organisation representing employees: a trade union organisation composed of employees, for whom the agreement is concluded. This shall also apply to a federation of trade unions, composed of such trade union organisations, and a nationwide confederation of trade unions composed of such trade union organisations or federations of trade unions</p>
AUTONOMY	
REPRESENTATIVENESS incl. procedure + criteria	<p>a multi-establishment trade union organisation consisting of:</p> <ol style="list-style-type: none"> 1) at least 500,000 employees 2) at least 10% of the total number of employees to whom its statute applies, but not less than 10,000 employees 3) the largest number of employees for whom the multi-establishment agreement is to be concluded <p>application for a declaration of representativeness to the Circuit Court in Warsaw</p> <p>the representative trade union organisation of an establishment:</p> <ol style="list-style-type: none"> 1) an organisational unit or member organisation of a multi-establishment trade union organisation considered as representative in the sense given above, on condition that it covers at least 7% of the employees of a given employer 2) covers at least 10% of the employees of a given employer 3) if none of these requirements are met: the organisation which covers the largest number of employees
INFORMATION	any intention to terminate an employment contract for an indefinite period; reasons must be given
CONSULTATION	<p>if the trade union decides that the termination is unjustified, it may object, the trade union has to be consulted before termination of a contract without notice</p> <p>trade union rules concerning work organised in teams</p>

PARTICIPATION	rules of remuneration shall be agreed with the trade union when exceeding the accounting period by longer than one month to establish work organised in teams termination of a contract with notice during pregnancy or maternity leave in the case of declaration of bankruptcy or liquidation of the employer to agree on the deadline for termination
INSPECTION	
SUPPORT	
WORKS COUNCIL	no provision found
NON-DISCRIMINATION	
GENERAL DEFINITION	
THRESHOLD	
CREATION/OBLIGATION	
ELECTION/ ELECTION PERIOD	
MEMBERS (PROTECTION)	
FUNCTION/EXPIRY	
INFORMATION	
CONSULTATION	
PARTICIPATION	
INSPECTION	
SUPPORT	
EUROPEAN WORKS COUNCIL	Act on European Works Councils was adopted in April 2002, comes into force with Poland's accession to the EU
COLLECTIVE AGREEMENTS	
GENERAL DEFINITION + GENERAL SCOPE	a collective agreement may cover: 1) the terms of the employment relationship 2) mutual obligations of the parties 3) issues not regulated by labour law in an absolutely mandatory manner
LEVELS	multi-establishment agreement – single establishment agreement
PARTIES	multi-establishment agreement: competent body of the multi-establishment trade union organisation + competent body of an employers' organisation in the name of its members single establishment agreement: employer + trade union organisation of an establishment

OBLIGATION OF NEGOTIATION + CONCLUSION	<p>agreements shall be reached by negotiation one party takes the initiative, the other party must not reject a request to start negotiations at national level: a refusal to negotiate shall result in the party no longer being considered representative: 1) the employers' organisation entitled to conclude the agreement on behalf of employers + 2) any multi-establishment trade union organisation representing the employees for whom an agreement is to be concluded</p>
PROCEDURE	
TIME/FORM/EXPIRY	<p>in writing valid for an indefinite or definite period; it comes into force on the day specified therein, but not earlier than the day of its registration an agreement shall be terminated: 1) upon a joint declaration to that effect by the parties 2) upon expiry of the period for which it was concluded 3) upon expiry of the period of notice to terminate the agreement after termination, the agreement shall apply until a new one comes into force parties to a single-establishment agreement may conclude an agreement to suspend the application because of the financial situation for no longer than three years</p>
REGISTRATION	<p>agreement shall be registered in the register kept for: 1) multi-establishment agreements – minister responsible for labour issues 2) single-establishment agreements – competent district labour inspector shall be registered within: 1) multi-establishment agreements – three months 2) single establishment agreements – one month from the day of submitting an application for registration</p>
EXTENSION/ LEGALLY BINDING	
PERSONAL SCOPE	<p>for all employees employed by the employers covered by an agreement; may also apply to retired pensioners + disability pensioners, the agreement shall determine the scope of application, parties entitled to conclude an agreement may make an arrangement to apply the whole agreement or a part thereof, to which they are not parties</p>
HIERARCHY OF NORMS	<p>if the provisions of the agreement are more favourable than the provisions of the law or the labour contract, then they shall take precedence a single-establishment agreement may not be less favourable than the provisions of a multi-establishment agreement a single-establishment agreement may not establish rules for the remuneration of persons who manage the employing establishment on behalf of the employer</p>
SUPPORT	<p>costs of invited specialists are to be covered by the party which invites them</p>
NON-JUDICIAL SETTLEMENT OF DISPUTES	<p>Law on Resolving Collective Disputes, 25.05.1991, last amended 2000</p>
GENERAL DEFINITION	<p>the parties to the agreement may establish a procedure for settling matters of dispute connected with the negotiations</p>
INSTITUTION	

COMPOSITION	
PROCEDURE	
MANDATORY	
COSTS	
JUDICIAL REVIEW	
STRIKE	no provision found
GENERAL DEFINITION	
PROCEDURE	
POSSIBLE LIMITATION	
DISCRIMINATION	
COUNTERACTION	
SOCIAL DIALOGUE	
GENERAL DEFINITION	
INSTITUTION	
PARTIES	
LEVEL	
PROCEDURE	
WORK HEALTH AND SAFETY COMMITTEE	
GENERAL DEFINITION	Work Health and Safety Committee: advisory and opinion-giving body task: monitor working conditions, periodically evaluate the level of work health and safety, give an opinion on measures for prevention of accidents at work and occupational diseases, offer suggestions concerning improvement of working conditions and cooperate with the employer in meeting work health and safety obligations
THRESHOLD	more than 50 employees
CREATION/OBLIGATION	
ELECTION/ ELECTION PERIOD	
MEMBERS (PROTECTION)	employees of the BHP service, the physician providing medical care to employees, public labour inspector and representatives of the employees elected employees have the right to remuneration for period taken off work to attend the meetings of the Committee
FUNCTION/EXPIRY	chairman: employer meetings: during working hours at least once each quarter

INFORMATION	
CONSULTATION	
PARTICIPATION	
INSPECTION	
SUPPORT	

ROMANIA

ROMANIA	Labour Code (draft code only)
BASIC PROVISIONS	
RIGHT TO FORM	
RIGHT TO JOIN/ NOT TO JOIN	
TRADE UNION	Law on trade unions (54/1991), perhaps already revised
NON-DISCRIMINATION of the individual	
NON-PROHIBITION of the trade union	
AUTONOMY	
REPRESENTATIVENESS incl. procedure + criteria	established by law
INFORMATION	
CONSULTATION	
PARTICIPATION	drafting labour norms to comply with conditions laid down annual vocational training plan
INSPECTION	
SUPPORT	
WORKS COUNCIL	
NON-DISCRIMINATION	
GENERAL DEFINITION	representatives have the following main responsibilities: 1) to represent the employees' interests when negotiating the enterprise collective agreement 2) to observe employees' rights in the enterprise in accordance with the law, the collective agreement, the individual employment contract and internal regulations 3) to participate in the elaboration of internal regulations 4) to promote employees' individual and collective demands related to salary, working conditions, working and rest time, stability at work, as well as any other professional, economic and social demands connected to industrial relations 5) to notify the labour inspectorate concerning enterprise implementation of legal and convention provisions
THRESHOLD	
CREATION/OBLIGATION	at enterprises without a trade union, as well as those where not all employees are trade union members, the employees' interests can be protected by elected representatives works committees can be set up at combines or groups of companies

ELECTION/ ELECTION PERIOD	representatives elected by a general assembly of employees; at least 50% of the employees must vote a representative's mandate cannot be longer than 2 years
MEMBERS (PROTECTION)	representatives must be persons aged over 21 years + have worked in the enterprise for at least one year without interruption the number of representatives is established mutually with the employer, taking into consideration the size of the workforce representatives are limited to 20 hours per month to carry out the tasks for which they were elected; it is considered working time and paid accordingly representatives cannot be dismissed on economic grounds (because the company is in trouble), for reasons of incompetence, or for reasons related to fulfilment of their mandate
FUNCTION/EXPIRY	shall be established at the general assembly
INFORMATION	
CONSULTATION	
PARTICIPATION	drafting labour norms in order to comply with conditions laid down annual vocational training plan
INSPECTION	
SUPPORT	
EUROPEAN WORKS COUNCIL	
COLLECTIVE AGREEMENTS	Law on Collective Agreements (130/1996)
GENERAL DEFINITION + GENERAL SCOPE	
LEVELS	national, branch, or enterprise (or group of enterprises) level
PARTIES	representative trade unions and representative employers' organisation at enterprise level: also between the owner's representatives and employees' representatives, if there is no representative trade union at the enterprise
OBLIGATION OF NEGOTIATION + CONCLUSION	
PROCEDURE	laid down in a special law
TIME/FORM/EXPIRY	in writing
REGISTRATION	
EXTENSION/ LEGALLY BINDING	
PERSONAL SCOPE	
HIERARCHY OF NORMS	provisions of collective agreements must be more favourable than what is laid down in the law or in higher-level collective agreements

NON-JUDICIAL SETTLEMENT OF DISPUTES	no provision found
GENERAL DEFINITION	
INSTITUTION	
COMPOSITION	
PROCEDURE	
MANDATORY	
COSTS	
JUDICIAL REVIEW	
STRIKE	Law on Labour Disputes and Strikes (168/1999)
GENERAL DEFINITION	the voluntary collective cessation of work in order to protect employees' economic and professional interests strikes can be warning strikes, regular strikes or solidarity strikes; spontaneous strikes are forbidden
PROCEDURE	strike is permissible only if all other avenues for solving the conflict have been exhausted during a strike the obligation to continue negotiations remains in force strike procedures are regulated by a special law
POSSIBLE LIMITATION	only in situations and for categories of employee expressly laid down in legislation strike organisers are obliged to ensure the continuous functioning of equipment and personnel without which people's lives or health could be endangered or irreparable damage be caused to the national economy
DISCRIMINATION	participation in a strike does not compromise an employee's rights
COUNTERACTION	the employer may resort to a lock-out in response to a strike, as regulated by a special law

SERBIA

SERBIA	Labour Law, December 2001
BASIC PROVISIONS	
RIGHT TO FORM	
RIGHT TO JOIN/ NOT TO JOIN	
TRADE UNION	
GENERAL DEFINITION	shall be established for the purpose of protecting the rights and promoting the professional and economic interests of their members
NON-DISCRIMINATION of the individual	
NON-PROHIBITION of the trade union	shall be established freely, without need for state approval
AUTONOMY	
REPRESENTATIVENESS incl. procedure + criteria	<p>this is established as follows:</p> <p>1) by registration in accordance with the law and other regulations at the ministry responsible for labour matters</p> <p>2) according to the number of members (based on membership applications)</p> <p>a trade union covering at least 15% of the workforce shall be considered representative in negotiations with the employer</p> <p>a trade union covering at least 10% of the employees in a branch or area of activity for which an agreement is concluded, or 10% of the total number of employees on the territory of a territorial unit for which the collective agreement is signed, shall be considered representative for the purpose of concluding a national or territorial (including a community) collective agreement</p> <p>in case of disputes concerning representativeness the court must decide within 8 days</p>
INFORMATION	on the subject of collective dismissal
CONSULTATION	
PARTICIPATION	
INSPECTION	
SUPPORT	
WORKS COUNCIL	
NON-DISCRIMINATION	
GENERAL DEFINITION	
THRESHOLD	more than 50 persons employed for an indefinite period
CREATION/OBLIGATION	employees may form a works council

ELECTION/ ELECTION PERIOD	
MEMBERS (PROTECTION)	
FUNCTION/EXPIRY	
INFORMATION	
CONSULTATION	
PARTICIPATION	
INSPECTION	
SUPPORT	
EUROPEAN WORKS COUNCIL	
COLLECTIVE AGREEMENTS	
GENERAL DEFINITION + GENERAL SCOPE	shall regulate the rights, obligations and responsibilities arising from employment, the procedure for concluding a collective contract, relations between the parties to the collective agreement, and other matters of importance for employees and employer
LEVELS	general agreement and special agreement for a group, subgroup or activity: concluded at national level special agreement: concluded for an autonomous territorial unit or territory under a local government individual agreement: concluded with the employer
PARTIES	employer or employers' organisation representative and the representative trade union general collective agreement: representative employers' organisation and the representative trade union at national level special collective agreement for a branch, group or activity: representative trade union and the representative employers' organisation special collective agreement for an autonomous territorial unit or territory under a local government: representative employers' organisation and the representative trade union special collective agreement for public enterprises and public services: founder or the organ that the founder authorises and the representative trade union special collective agreement for artists (poets, etc.): representative trade union and the representative employers' organisation enterprise-level collective agreement: representatives of the trade union and of the employer enterprise-level collective agreement for public enterprises and public services: founder or the organ authorised by the founder and the representatives of the trade union and of the employer if more than one trade union or more than one employers' organisation participate in the negotiations, a negotiating committee shall be established
OBLIGATION OF NEGOTIATION + CONCLUSION	obligation of negotiation
PROCEDURE	
TIME/FORM/EXPIRY	can be concluded for an indefinite or definite period of time definite period: expiry after the period for which it was concluded; may be extended by agreement of the participants not later than 30 days prior to expiry

	in case of cancellation: contract remains in force for a period not longer than six months from the day of cancellation; participants shall start the negotiation process no later than 15 days after cancellation after six months the contract expires
REGISTRATION	with the ministry responsible for labour matters the decision to extend must be published in the Official Gazette publication: Official Gazette
EXTENSION/ LEGALLY BINDING	the minister responsible for labour matters can decide to extend application of the agreement to employers who did not participate in the negotiations at the request of the signatories
PERSONAL SCOPE	applies directly and is binding upon all employers who at the time of its conclusion were members of the relevant employers' organisation, but also on employers joining the organisation after its conclusion binding upon non-trade union employees at employers which signed the collective agreement
HIERARCHY OF NORMS	
NON-JUDICIAL SETTLEMENT OF DISPUTES	
GENERAL DEFINITION	
INSTITUTION	arbitration tribunal
COMPOSITION	established by mutual consent in the agreement
PROCEDURE	if an agreement on conclusion of the collective agreement has not been reached the dispute may be settled by an arbitration tribunal, established within 30 days procedure established by mutual consent in the agreement dispute related to application of the collective agreement: within 15 days of the day the dispute arose composition and procedure shall be regulated by the collective agreement the decision shall be binding on all parties
MANDATORY	
COSTS	
JUDICIAL REVIEW	
STRIKE	Law on Strikes 1996
GENERAL DEFINITION	
PROCEDURE	
POSSIBLE LIMITATION	
DISCRIMINATION	
COUNTERACTION	
SOCIAL DIALOGUE	
GENERAL DEFINITION	

SLOVAKIA

SLOVAKIA	Labour Code Act, of 2 July 2001
BASIC PROVISIONS	
RIGHT TO FORM	
RIGHT TO JOIN/ NOT TO JOIN	
TRADE UNION	
GENERAL DEFINITION	a trade union is an association of employees organised by trade to secure just and satisfactory working conditions employees shall participate in the employer's decision-making concerning their economic and social interests, either directly or through the agency of a trade union
NON-DISCRIMINATION of the individual	a member must not be disadvantaged or otherwise impeded by the employer for the performance of tasks arising from official union activities shall be protected against measures that could prejudice them, including dismissal for duration of term of office and for one year after its termination, notice or immediate termination of employment without prior consent of the competent body of the labour inspectorate shall be deemed invalid
NON-PROHIBITION of the trade union	
AUTONOMY	
REPRESENTATIVENESS incl. procedure + criteria	
INFORMATION	concerning the employer's activities and on fundamental matters relating to the economy and the development of the enterprise the employer's results (also expected future results)
CONSULTATION	comment on the activities of the employer and on fundamental matters relating to the economy and the development of the employer on dismissals or immediate terminations of employment
PARTICIPATION	1) dismissal or immediate termination of employment of a trade unionist 2) issuing of a workplace code 3) regular and irregular working hours 4) introduction of flexible working hours 5) beginning and end of working hours, shift schedule 6) breaks 7) weekly rest 8) scope and conditions of overtime 9) holiday schedule 10) company holidays 11) issuing of rules of health and safety at work 12) reasons why the employer is unable to provide an employee with work 13) decisions concerning whether a given employee's absence is justified or not 14) provision of catering to employees and others

INSPECTION	<p>monitor adherence to labour regulations, including wage regulations, and liabilities arising from collective agreement</p> <p>the trade union body shall be authorised in particular:</p> <ul style="list-style-type: none"> a) to enter the workplaces of the employer, b) to demand necessary information and documents from executive employees, c) to submit proposals for improving working conditions, d) to demand from the employer and from the responsible body that measures be taken to deal with problems, e) to propose to the employer and the body responsible for inspection the implementation of labour relations legislation, and that, in accordance with pertinent regulations, appropriate steps are taken against executive employees who are in violation of labour regulations or of obligations arising from collective agreements, f) to demand from the employer and the responsible body a report on measures taken to deal with problems identified during an inspection, or on measures taken to implement proposals submitted by the trade union body performing the inspection
SUPPORT	the employer is obliged to allow the trade union organisation to operate at the workplace
EUROPEAN WORKS COUNCIL	implementation of the provisions of the Council Directive 94/45/EC on the establishment of a European Works Council
WORKS COUNCIL	
NON-DISCRIMINATION	
GENERAL DEFINITION	a works council is a body representing all employees of an employer where a trade union body is not operative
THRESHOLD	for the establishment of a works council at least 20 employees are required at workplaces with between 5 and 19 employees a works trustee shall be appointed
CREATION/OBLIGATION	<p>an employer with at least 20 employees shall be obliged to instigate elections for a works council</p> <p>a new employer shall be obliged to instigate such elections within three months of commencing operations</p>
ELECTION/ ELECTION PERIOD	<p>the right to vote exists for all persons employed for at least three months</p> <p>an employee is eligible if older than 18 years and working for the employer longer than 3 months</p> <p>elections shall be direct and secret, on the basis of a list of candidates proposed by employees; voting for each candidate shall be carried out independently; a candidate is elected with a simple majority of votes cast by employees present at the vote</p> <p>if the necessary number of members is not elected within three weeks, the employer shall be obliged to instigate further election rounds until the necessary number is attained</p> <p>the first election of a works council shall be organised by an election committee, later by the works council itself</p> <p>the works council shall have a term of four years</p>
MEMBERS	<p>from 20 to 100 employees: 3 members</p> <p>from 101 to 500 employees: one additional member for each 100 employees</p> <p>501 and more employees: one additional member for each 500 employees</p> <p>membership shall cease:</p> <ul style="list-style-type: none"> a) upon termination of employment b) by resignation c) by recall by more than half the employees present at the vote

MEMBERS (PROTECTION)	<p>the activity of members of the works council shall be considered "work" the employer shall provide time-off for the period agreed by the employer and the trade union; if there is no agreement, 30 minutes' time off per month shall be granted to members of the trade union and the works council, and 10 minutes to each employee</p> <p>the employer shall provide time off with wage compensation if employing:</p> <p>a) more than 300 employees organised in trade unions for each member of the competent trade union body or more than 600 employees for each member of the works council</p> <p>b) from 1,600 to 3,000 employees for every two members of the trade union body or members of the works council and</p> <p>c) above 3,000 employees, for each additional 1,500 employees, one additional member can be appointed to the trade union body or the works council</p> <p>for the duration of the term of office and for one year after its termination, notice or immediate termination without prior consent of the competent body of the labour inspectorate shall be deemed invalid</p>
FUNCTION/EXPIRY	<p>it shall cease to exist:</p> <p>a) upon expiry of the term of office</p> <p>b) by resignation of the works council, if the resignation was accepted at the workers' assembly,</p> <p>c) the works council is recalled by a simple majority of employees present at the vote</p> <p>d) by a reduction in the number of employees to less than 20</p> <p>e) on the establishment of a trade union</p>
INFORMATION	the works council has the right to information
CONSULTATION	the works council has the right to consultation
PARTICIPATION	
INSPECTION	the works council has the right to carry out inspections
SUPPORT	<p>employer shall provide premises with the necessary facilities free of charge as appropriate for the necessary activities of the trade union, works council, works trustee and employees' representative for health and safety at work, and shall cover costs connected to maintenance and technical operation</p> <p>election expenses shall be paid by the employer</p>
COLLECTIVE AGREEMENTS	
GENERAL DEFINITION + GENERAL SCOPE	shall govern working conditions, including wage conditions, conditions of employment, relations between employer and employees, relations between employers or their organisations and one or more employees' organisations
LEVELS	
PARTIES	trade union and employer
OBLIGATION OF NEGOTIATION + CONCLUSION	<p>the parties may negotiate and conclude:</p> <p>a) measures to create the conditions necessary for the employment of women, adolescents and persons with a diminished capacity to work,</p> <p>b) fundamental matters of enterprise social policy, measures for improving occupational hygiene and the working environment,</p> <p>c) measures concerning a substantial number of employees,</p> <p>d) all measures concerning the economic, social, health and cultural interests of employees,</p> <p>e) organisational changes that may result in the restriction or termination</p>

	division, amendment of the employer's form of association, f) measures concerning utilisation of employer's leisure and social facilities, g) measures for avoiding accidents at work and occupational diseases and for the employees' health protection
PROCEDURE	
TIME/FORM/EXPIRY	
REGISTRATION	
EXTENSION/ LEGALLY BINDING	
PERSONAL SCOPE	for employees employed by the same employer without any exclusion
HIERARCHY OF NORMS	collective agreements can only be more favourable than the Labour Code Act and other labour regulations collective agreements shall apply if the employment contract is less favourable for the employee
NON-JUDICIAL SETTLEMENT OF DISPUTES	Collective Bargaining Act (Act No. 2:1991)
GENERAL DEFINITION	
INSTITUTION	
COMPOSITION	
PROCEDURE	
MANDATORY	
COSTS	
JUDICIAL REVIEW	
STRIKE	Collective Bargaining Act (Act No. 2:1991)
GENERAL DEFINITION	
PROCEDURE	
POSSIBLE LIMITATION	
DISCRIMINATION	
COUNTERACTION	

SLOVENIA

SLOVENIA	Employment Act, 24.04.2002, in force 01.01.2003 Law on the Representativeness of Trade Unions, No.022-01/91-9/6-1, 26.02.1993 Draft Law on Collective Agreements
BASIC PROVISIONS	
RIGHT TO FORM	
RIGHT TO JOIN/ NOT TO JOIN	
TRADE UNION	
NON-DISCRIMINATION of the individual	a shop steward shall not be subject to discrimination
NON-PROHIBITION of the trade union	
GENERAL DEFINITION	
PROCEDURE	a trade union may appoint or elect a shop steward, who shall have the right to protect the rights and interests of trade union members in relation to the employer
AUTONOMY	
REPRESENTATIVENESS incl. procedure and criteria	trade unions are representative insofar as they: 1) are democratic, have open membership, operate freely and independently, and respect the rights and obligations of their members 2) have been operating without interruption for at least the last six months 3) are independent of state organs and employers 4) finance themselves primarily through union dues and their own resources 5) have a certain number of members in accordance with the law on trade union representativeness
INFORMATION	1) information in case of a transfer of the enterprise 2) if requested by the employee concerned, information on the regular or extraordinary termination of the employment contract
CONSULTATION	1) before the adoption of general regulations in which the employer lays down the organisation of work or the responsibilities with which the employees must be familiar 2) in the case of ownership transfer the trade union must be consulted about the legal, economic and social consequences of the transfer and measures foreseen which will affect the workers 3) the trade union may oppose the termination of a contract if it considers that there are no grounds for it 4) before termination of contracts in the case of bankruptcy 5) prior to the introduction of night work or if night work is carried out regularly by night workers at least once a year 6) if required by the worker in case of a disciplinary procedure
PARTICIPATION	in case of termination of the contract of a: 1) member of the works council, shop steward, supervisory board member representing workers, workers' representative on the institutional council 2) appointed or elected trade union representative

INSPECTION	
SUPPORT	
WORKS COUNCIL	
NON-DISCRIMINATION	
GENERAL DEFINITION	
THRESHOLD	
CREATION/OBLIGATION	
ELECTION/ ELECTION PERIOD	
MEMBERS (PROTECTION)	
FUNCTION/EXPIRY	
INFORMATION	
CONSULTATION	
PARTICIPATION	
INSPECTION	
SUPPORT	
EUROPEAN WORKS COUNCIL	provisions to be found in a special law
COLLECTIVE AGREEMENTS	
GENERAL DEFINITION + GENERAL SCOPE	shall govern the rights and obligations of parties to the contract + the manner of resolving collective disputes + contain provisions which govern the contents, conclusion and termination of labour relations, pay and other personal receipts, safety and work, ensuring conditions for the operation of trade unions at an employer, and other rights and obligations stemming from relations between employers and employees
LEVELS	
PARTIES	trade unions or their federations or confederations + individual employers or their organisations the Government shall in the capacity of employer sign national collective agreements for the employees of state bodies and, together with employers' organisations, for employees working in public services
OBLIGATION OF NEGOTIATION + CONCLUSION	
PROCEDURE	negotiations shall commence on the written proposal of one party; the other party is obliged to reply within 30 days; if negotiations are unsuccessful, either party may initiate a procedure for resolving the collective dispute by mediation, as described in the next section
TIME/FORM/EXPIRY	concluded in writing for a limited or unlimited period of time comes into force 15 days after its publication cessation of application: expiry of the period for which it was concluded

	conclusion of a new one, but no longer than 6 months, the provisions of normal work shall continue to apply, governing the contents, conclusion and termination of labour relations, pay and other personal income, and safety at work
REGISTRATION	in the records of collective agreements; national agreements shall be kept with the ministry responsible for labour affairs; those concluded with individual employers shall be kept by the administrative unit responsible for the territory in which the employer is based the manner of its publication shall be agreed upon in the collective agreement; the parties to national collective agreements shall be obliged to publish them in the Official Gazette
EXTENSION/ LEGALLY BINDING	trade unions or employers or their associations may accede to an already agreed collective agreement
PERSONAL SCOPE	binding on the signatories; whenever signatories include associations of trade unions or employers the collective agreement shall determine to which members of the association the agreement shall apply employers who are bound by collective agreements must respect their provisions and ensure employees who are members of trade unions which are signatories to the collective agreement all rights, to the minimum extent set out in the collective agreement employers who are bound by collective agreements must ensure employees who are not members of signatory trade unions rights concerning the contents, conclusion and termination of labour relations, pay and other personal income, and safety at work, to the minimum extent set out in the collective agreement
PERSONAL SCOPE	national collective agreements for individual or multiple areas of activity shall apply to all employees and all employers in the area or areas of activity if: 1) the collective agreement has been signed by a representative association of employers who employ at least 50% of the employees in the area or areas of activity 2) the collective agreement was signed by the majority of representative trade unions, membership of which includes at least 50% of employees in the area or areas of activity
HIERARCHY OF NORMS	the provisions of a collective agreement must be more favourable than provisions in the law and non-statutory regulations for employees of the police, the armed forces and other state bodies and public services, the collective agreement may not define the rights and obligations stemming from labour relations, which are defined by special laws collective agreements reached at the lower level of an activity or for individual employers can determine in more detail, in a more favourable form or in another manner the rights and obligations defined in the higher level collective agreement, but may not in any way limit such rights collective agreements for employees of state bodies or public services signed for individual employers may determine rights and obligations more favourable than those set out in the collective agreement signed with the Government, but only if this does not imply greater publicly funded financing obligations
NON-JUDICIAL SETTLEMENT OF DISPUTES	
MEDIATION	
GENERAL DEFINITION	1) disputes resulting from the conflicting interests of the parties (interest disputes) arise when the parties fail to agree on concluding, amending or supplementing the collective agreement

	fail to agree on the manner of implementing the provisions of a valid collective agreement, or if one of the parties feels that there has been a violation
COMPOSITION	each party may propose an expert, nominated by the minister responsible for labour affairs, to mediate
PROCEDURE	1) interest disputes: mediation starts from 6 weeks to 3 months after one party declares in writing that the negotiations were unsuccessful; if mediation fails to result in a solution, the parties may resolve their dispute via arbitration 2) rights disputes: written proposal for negotiations; if no solution is found, the party which initiated the procedure shall submit the dispute to arbitration
ARBITRATION	
COMPOSITION	equal number of members nominated by each party and a chairman agreed by the two parties
PROCEDURE	a party shall propose the introduction of an arbitration procedure together with the nomination of an arbiter in a written proposal which shall be submitted to the other party; this party has to respond within 8 days and nominate its arbiter
MANDATORY	1) interest disputes: arbitration decisions are binding on the parties 2) rights disputes: arbitration decisions shall be deemed to be executive orders.
COSTS	
REVIEW	2) rights disputes: each party may appeal against the arbitration decision to the court responsible for labour disputes
STRIKE	
GENERAL DEFINITION	
PROCEDURE	
POSSIBLE LIMITATION	
DISCRIMINATION	
COUNTERACTION	

ETUC Conference

**“The community social acquis in labour law in the CEECs
and beyond: fighting deregulation”**

Fixed-term work provisions in the CEECs

Comparative table & country reports

Overview of fixed-term contracts

	BiH	BG	HR	CZ	EST	H	KOS	LV	LT	MK	PL	RO	YU	SK	SLO
CONTRACT: RULE OR EXCEPTION	X		X	X	X	X	X	X	X		X	X		X	X
REASON/ GROUNDS	X	X	X		X			X		X		X	X		X
MINIMUM/MAXIMUM PERIOD/ RENEWALS		X	X		X	X		X	X	X	X	X	X	X	X
TERMINATION	X	X	X	X		X		X		X	X	X			X
CONVERSION OF CONTRACT		X		X	X	X		X	X		X	X	X	X	X
SANCTIONS	X		X							X					X
INDIVIDUAL RIGHTS OF FIXED-TERM CONTRACT WORKERS		X		X				X		X		X		X	X
COLLECTIVE RIGHTS OF FIXED-TERM CONTRACT WORKERS		X		X				X				X		X	

BOSNIA HERZEGOVINA

BOSNIA HERZEGOVINA	Art. 20, 136, 140.4. Labour Law
CONTRACT: RULE OR EXCEPTION	exception, only if stipulated by law
REASON/ GROUNDS	1) seasonal jobs 2) replacement of a temporarily absent employee 3) engagement on a specific project 4) temporary increase in the number of jobs 5) other cases as determined by the collective agreement
MINIMUM/MAXIMUM PERIOD/ RENEWALS	
TERMINATION	the contract shall cease with the expiry of the determined period
CONVERSION OF CONTRACT	
SANCTIONS	penalty – fine 1,000 KM to 10,000 KM – when concluding a fixed-term contract contrary to the law
INDIVIDUAL RIGHTS OF FIXED-TERM CONTRACT WORKERS	
COLLECTIVE RIGHTS OF FIXED-TERM CONTRACT WORKERS	

BULGARIA

BULGARIA	Art. 67/3, 68, 69 Labour Code
CONTRACT: RULE OR EXCEPTION	
REASON/ GROUNDS	<p>1) for a definite period, which shall not be longer than 3 years, insofar as a law or an act of the Council of Ministers does not provide otherwise, temporary, seasonal or short-term work + activities, newly hired employees in enterprises that have been declared bankrupt or in liquidation</p> <p>2) until completion of some specified work</p> <p>3) replacement of an absent employee</p> <p>4) work obtained through competitive examination, until such time as the aforementioned competitive examination is passed</p>
MINIMUM/MAXIMUM PERIOD/ RENEWALS	no longer than 3 years
TERMINATION	the contract terminates: when its term expires, when the substituted worker comes back to work and after the completion of the specific work
CONVERSION OF CONTRACT	<p>the contract will be transformed into an open-ended contract if the employee continues working for 5 or more working days after the expiry of the agreed period without the written objection of the employer, provided the job is vacant</p> <p>this also applies to employment contracts for a fixed term to substitute for an absent employee, in case the employment contract with the person substituted for is terminated during this period of absence</p>
SANCTIONS	
INDIVIDUAL RIGHTS OF FIXED-TERM CONTRACT WORKERS	no difference between fixed-term and open-ended workers
COLLECTIVE RIGHTS OF FIXED-TERM CONTRACT WORKERS	no difference between fixed-term and open-ended workers

CROATIA

CROATIA	Section 10, 109, 228 (1) (iv) Labour Act
CONTRACT: RULE OR EXCEPTION	exceptional, when there is a valid and substantial reason a collective agreement may limit or extend the possibility of making a contract of employment for a definite period
REASON/ GROUNDS	1) seasonal work 2) replacement of a temporarily absent employee 3) an order limited by time or quantity, or another temporary increase in work 4) temporary jobs, on the basis of the employer's exceptional need 5) the realisation of a particular business project, or the boarding of a crew onto a vessel 6) other cases established in law
MINIMUM/MAXIMUM PERIOD/ RENEWALS	maximum period: 3 years for one or more consecutive contracts with respect to the same work an interruption of work shorter than two months shall not be deemed to be an interruption of the three year period
TERMINATION	termination upon expiry of the term stipulated therein ordinarily, termination only if such a possibility was envisaged by the contract
CONVERSION OF CONTRACT	
SANCTIONS	fine of 5,000 to 20,000 kinas when entering into a fixed-term contract in a case which is not provided by law or collective agreement
INDIVIDUAL RIGHTS OF FIXED-TERM CONTRACT WORKERS	
COLLECTIVE RIGHTS OF FIXED-TERM CONTRACT WORKERS	

CZECH REPUBLIC

CZECH REPUBLIC	Section 30, 56, 57 Labour Code
CONTRACT: RULE OR EXCEPTION	<p>exception, the term must be explicitly stated in the contract it may not be agreed with:</p> <p>1) graduates of secondary and university-level schools, specialist apprentice schools or apprentice schools if they enter into an employment relationship for work which corresponds to their qualifications; the term "graduate" shall mean an employee whose entire period in employment or an analogous relationship, after successful completion of his studies (preparation) does not exceed two years. Such a two-year period shall not include an employee's basic military (or alternative) service, maternity leave and additional maternity leave or time off when a man's absence from work is excused by the employer, because such an employee is entitled to parental benefits</p> <p>2) adolescents</p> <p>3) employees specified in a collective agreement</p> <p>this prohibition does not apply in cases where an individual submits a written request for a fixed-term employment relationship to his employer</p>
REASON/ GROUNDS	none
MINIMUM/MAXIMUM PERIOD/ RENEWALS	no limit
TERMINATION	<p>upon expiry of the agreed term</p> <p>if the duration is determined by a period in which a specific project has to be completed, the employer shall notify the employee in time that the work will soon be completed, as a rule at least three days in advance</p> <p>it may also end prior to expiry of the agreed term by:</p> <p>1) agreement</p> <p>2) notice of termination</p> <p>3) immediate termination</p> <p>4) termination during the trial period</p>
CONVERSION OF CONTRACT	if after expiry the employee continues to work and the employer is aware of this, the contract is automatically converted into an open-ended one, unless the parties agree otherwise
SANCTIONS	none
INDIVIDUAL RIGHTS OF FIXED- TERM CONTRACT WORKERS	the same as open-ended workers
COLLECTIVE RIGHTS OF FIXED- TERM CONTRACT WORKERS	the same as open-ended workers

ESTONIA

ESTONIA	§ 27 (1) 2), (3) Employment Contracts Act
CONTRACT: RULE OR EXCEPTION	if the term of the contract is not specified, the employment contract is deemed to be open-ended
REASON/ GROUNDS	current law: 1) for completion of a specific task 2) for replacement of an employee who is temporarily absent 3) for a temporary increase in work volume 4) for performance of seasonal work 5) if the employment contract prescribes special benefits (training at the expense of the employer, waiver by the employer of termination of the employment contract due to the laying-off of the employee, etc.) 6) in the cases prescribed by law or by government regulations
MINIMUM/MAXIMUM PERIOD/ RENEWALS	maximum: 5 years number of renewals not limited
TERMINATION	
CONVERSION OF CONTRACT	if parties continue employment relationship after the contract has expired, then it is deemed to be an open-ended one
SANCTIONS	
INDIVIDUAL RIGHTS OF FIXED- TERM CONTRACT WORKERS	
COLLECTIVE RIGHTS OF FIXED- TERM CONTRACT WORKERS	

HUNGARY

HUNGARY	Section 79 2), 3), 88 Labour Code
CONTRACT: RULE OR EXCEPTION	a fixed-term contract if agreed upon duration of a limited employment relationship shall be determined by a calendar or by other appropriate means
REASON/ GROUNDS	
MINIMUM/MAXIMUM PERIOD/ RENEWALS	maximum: 5 years, incl. consecutive employment relationships an employment relationship established for a period of thirty days or less shall only be extended by the amount of time for which it was originally established
TERMINATION	by mutual consent or by extraordinary dismissal or, if a trial period applies, with immediate effect an employer may terminate the fixed-term contract notwithstanding the cases mentioned above, in which case he shall pay the employee one year's average salary or his average salary for the period remaining if it is less than one year
CONVERSION OF CONTRACT	the fixed-term contract shall be transformed into an open-ended contract, if the employee works for at least one extra day following the expiry of the original term with the knowledge of his immediate superior
SANCTIONS	
INDIVIDUAL RIGHTS OF FIXED-TERM CONTRACT WORKERS	
COLLECTIVE RIGHTS OF FIXED-TERM CONTRACT WORKERS	

KOSOVO

KOSOVO	Section 10.1b On Essential Labour Law in Kosovo
CONTRACT: RULE OR EXCEPTION	a labour contract may be concluded for a definite period of time
REASON/ GROUNDS	
MINIMUM/MAXIMUM PERIOD	
TERMINATION	
CONVERSION OF CONTRACT	
SANCTIONS	
INDIVIDUAL RIGHTS OF FIXED- TERM CONTRACT WORKERS	
COLLECTIVE RIGHTS OF FIXED- TERM CONTRACT WORKERS	

LATVIA

LATVIA	Section 15, 44, 45, 113 Labour Law
CONTRACT: RULE OR EXCEPTION	the contract shall include the expiry date or conditions that determine that the relevant work is completed
REASON/ GROUNDS	may be entered into in order to perform specified short-term work, such as: 1) seasonal work 2) work in activity areas where an employment contract is normally not entered into for an unspecified period, taking into account the nature of the relevant occupation or the temporary nature of the relevant work 3) replacement of an employee who is absent or suspended from work, as well as replacement of an employee whose permanent position has become vacant until the moment a new employee is hired 4) casual work which is normally not performed in the enterprise 5) specified temporary work related to short-term expansion of the scope of work of the enterprise or to an increase in the level of production 6) emergency work in order to prevent the consequences of force majeure, an unexpected event or an increase in the level of production 7) temporary public work intended for an unemployed person or work related to occupational training or retraining of an unemployed person
MINIMUM/MAXIMUM PERIOD/ RENEWALS	maximum: 2 years incl. consecutive contracts this does not apply to persons replacing an employee who is absent or suspended from work, as well as replacement of an employee whose permanent position has become vacant until the moment a new employee is hired contract for performing seasonal work: may not exceed 10 months within a period of one year, incl. extensions of the term entering into a new employment contract with the same employer shall also be regarded as a consecutive contract if during the period from the date of entering into the former contract until entering into the new contract the legal relationship has not been interrupted for more than 30 consecutive days
TERMINATION	it terminates on the day when the term for the contract expires; if no final date is included in the contract, the employer has to notify the employee of the termination not later than two weeks in advance
CONVERSION OF CONTRACT	if the contract does not indicate the period for which it has been entered into or entering into a fixed-term contract is not permissible, the employment contract shall be deemed open-ended; the time limit for taking action shall begin on the date when the contract expires; these provisions shall not apply to persons replacing an employee who is absent or suspended from work, as well as replacement of an employee whose permanent position has become vacant until the moment a new employee is hired if an employee who is absent or suspended from work for whatever reason does not continue or may not continue the employment relationship, the contract of the employee replacing him shall be regarded as open-ended if upon expiry of the term no party has requested termination and employment is continuing, the contract shall be regarded as open-ended
SANCTIONS	
INDIVIDUAL RIGHTS OF FIXED-TERM CONTRACT WORKERS	the same provisions which apply to an employee with an unlimited contract, shall apply to an employee with a contract for a definite period of time the employer shall inform employees on fixed-term contracts of job vacancies with unlimited contracts in the enterprise
COLLECTIVE RIGHTS OF FIXED-TERM CONTRACT WORKERS	employers shall inform employee representatives regarding fixed-term employment opportunities in the enterprise if the employee representatives request such information

MACEDONIA

MACEDONIA	Art. 23 2), 107, 146 5) Labour Relations Act
CONTRACT: RULE OR EXCEPTION	
REASON/ GROUNDS	1) seasonal work 2) increased scope of work 3) replacement of an absent worker 4) work on a particular project
MINIMUM/MAXIMUM PERIOD/	1) seasonal work – max.: 9 months in one year 2) increased scope of work – max.: 6 months in one year 3) replacement of an absent worker – during the period of absence 4) work on a particular project – until the completion of the project
TERMINATION	after the expiry of the period laid down
CONVERSION OF CONTRACT	
SANCTIONS	fine of between 40 and 90 salaries if employees who have commenced employment for a definite period are deprived of their due rights in compliance with the Labour Relations Act
INDIVIDUAL RIGHTS OF FIXED-TERM CONTRACT WORKERS	such employees are entitled to the same rights as employees with open-ended contracts
COLLECTIVE RIGHTS OF FIXED-TERM CONTRACT WORKERS	

POLAND

POLAND	Art. 25 § 1, 25(1), 33 Polish Labour Code
CONTRACT: RULE OR EXCEPTION	may be preceded by an employment contract for a trial period not longer than 3 months
REASON/ GROUNDS	amendment of August 2002 – in force (assumed at time of writing): 29.10.2002 contract for replacement of an employee who is absent for justified reasons (e.g. illness, maternity leave, etc.) (amendment to Art. 25)
MINIMUM/MAXIMUM PERIOD/ RENEWALS	it is only possible to renew a contract twice amendment August 2002 – in force (assumed at time of writing): 29.10.2002 an employer can sign a fixed-term contract with an employee as often as he wants; this possibility shall cease on EU accession (suspension of application of Art. 25(1))
TERMINATION	contract for longer than 6 months: the parties may provide for an earlier termination of this contract with a two-week notice period
CONVERSION OF CONTRACT	if a third contract is concluded within one month of the expiry of the previous one, it is deemed to be open-ended
SANCTIONS	
INDIVIDUAL RIGHTS OF FIXED-TERM CONTRACT WORKERS	
COLLECTIVE RIGHTS OF FIXED-TERM CONTRACT WORKERS	

ROMANIA

ROMANIA	Art. 66-74 Labour Code
CONTRACT: RULE OR EXCEPTION	<p>the term for which the contract is concluded must be clearly shown in the contract; failing this the contract is considered open-ended</p> <p>trial period:</p> <p>5 days for a contract of 3 months</p> <p>15 days for a contract of between 3 and 6 months</p> <p>30 days for a contract of over 6 months</p> <p>after the expiry of a fixed-term contract the vacancy cannot be filled by another person employed with a fixed-term contract for a period of at least 6 months, except:</p> <ol style="list-style-type: none"> 1) when a fixed-term contract was concluded to temporarily replace an absent employee, if another reason to suspend the contract emerges 2) when a new fixed-term contract is concluded to perform urgent tasks, required for security reasons 3) when the conclusion of a new fixed-term contract is imposed for seasonal or temporary work, when concluded on the basis of legal provisions aiming at temporarily favouring certain categories of the unemployed 4) when the fixed-term contract ceased on the initiative of the employee or employer as a result of severe misconduct on the part of the employee
TYPE OF CONTRACT	when not provided otherwise the legal provisions applicable to employees with an open-ended contract apply equally to employees with fixed-term contracts
REASON/ GROUNDS	<p>only for the execution of a specific and temporary task, in the following cases:</p> <ol style="list-style-type: none"> a) the replacement of an employee in case of suspension of the labour contract, except when the employee takes part in a strike or in the case of a lock-out b) temporary increase in enterprise activities c) seasonal or temporary work d) when it is concluded on the basis of legal provisions aiming at temporarily favouring certain categories of unemployed e) other cases stipulated in special laws
MINIMUM/MAXIMUM PERIOD/RENEWALS	maximum: 18 months, in exceptional cases: prolongation of 6 months
TERMINATION	<p>contract concluded to replace an employee whose contract is suspended or for performing a specific task; the contract expires when the suspension ceases or when the task has been performed</p> <p>when the contract ends, the employee is entitled to an indemnity to compensate his lack of job security; this is laid down according to the contract + cannot be less than an average national gross salary; it is paid on cessation of the contract (on payment of the last wage); however, payment of this indemnity is not required:</p> <ol style="list-style-type: none"> 1) when a fixed-term contract is concluded with a person attending educational day-courses, for periods corresponding to their summer holidays 2) on termination of a contract due to severe misconduct on the part of the employee 3) in cases of force majeure
TERMINATION	the fixed-term contract ceases on expiry; earlier termination may take place only due to severe misconduct on the part of the employee, shutting down of the workplace due to reorganisation, or by agreement of the parties

CONVERSION OF CONTRACT	if employment is prolonged after expiry of the contract, it becomes open-ended, except when the contract was concluded to replace an employee whose labour contract was suspended
SANCTIONS	if the employer fails to observe contract expiry provisions the employee shall be entitled to compensation amounting to at least the wages he would have received until the contract's expiry, together with the indemnity for lack of job security; if the employee fails to observe contract expiry provisions the employer shall be entitled to compensation in proportion to his losses due to the unanticipated termination of the labour contract
INDIVIDUAL RIGHTS OF FIXED-TERM CONTRACT WORKERS	
COLLECTIVE RIGHTS OF FIXED-TERM CONTRACT WORKERS	

SERBIA

SERBIA	Art. 23 Labour Law
CONTRACT: RULE OR EXCEPTION	
REASON/ GROUNDS	may be established for specific tasks
MINIMUM/MAXIMUM PERIOD/ RENEWALS	maximum: 3 years with or without interruption; periods of less than 30 working days are not considered to constitute an interruption employment to replace an absent employee is permissible until the return of the temporarily absent employee
TERMINATION	
CONVERSION OF CONTRACT	a fixed-term contract becomes open-ended if the employee continues to work for at least five working days after expiry
SANCTIONS	
INDIVIDUAL RIGHTS OF FIXED- TERM CONTRACT WORKERS	
COLLECTIVE RIGHTS OF FIXED- TERM CONTRACT WORKERS	

SLOVAKIA

SLOVAKIA	Art. 48, 71 Labour Code Act
CONTRACT: RULE OR EXCEPTION	duration must be expressly determined in the contract, if not, an open-ended contract is concluded; this is also the case if the legal conditions for the conclusion of a fixed-term contract were not met or if the contract was not concluded in writing
REASON/ GROUNDS	
MINIMUM/MAXIMUM PERIOD/ RENEWALS	<p>maximum: 3 years</p> <p>only in case of replacement of employees as a result of incapacity to work, paid holiday, maternity leave, parental leave, execution of a public function, execution of national service, surrogate service, civilian service, the performance of home care service pursuant to a special regulation, furthermore with work requiring a substantial increase in the number of employees for a transient period not exceeding 8 months in a calendar year, as stipulated in the contract</p> <p>a contract may be prolonged or rewritten with employees who perform work for which an education in art is prescribed, or who work for an employer with max. 20 employees, or who work at Slovak diplomatic missions abroad, or as stipulated by law or international treaty</p>
TERMINATION	
CONVERSION OF CONTRACT	if an employee resumes employment with a given employer within 12 months there shall be deemed to be a new fixed-term contract
SANCTIONS	
INDIVIDUAL RIGHTS OF FIXED-TERM CONTRACT WORKERS	<p>a fixed-term contract employee must be neither better nor worse off than his permanent colleagues, particularly in respect of working conditions, including health and safety at work</p> <p>the employer shall be obliged to inform employees in writing concerning the availability of fixed-term jobs</p>
COLLECTIVE RIGHTS OF FIXED-TERM CONTRACT WORKERS	the employer shall be obliged to inform workers' representatives of every new work contract, incl. fixed-term ones

SLOVENIA

SLOVENIA	Art. 10(2), 23(4), 52-56, 77, 229 (1) 7. Law on Labour Relations
CONTRACT: RULE OR EXCEPTION	if the duration of employment is not laid down in writing or if the employment contract for a definite period of time is not concluded in writing upon the commencement of work, the employment contract shall be deemed an open-ended contract
REASON/ GROUNDS	<ul style="list-style-type: none"> 1) work which by its nature is of a definite duration 2) replacing a temporarily absent worker 3) temporarily increased volume of work 4) employment of an alien or person without citizenship who was granted a work permit for a definite period, except in the case of a residence permit 5) managerial staff 6) seasonal work 7) a worker who concludes an employment contract for a fixed period of time for the purpose of work experience, vocational training or advanced study 8) fixed-term employment is possible for workers who have just finished their studies and are already working, but are still waiting for their final exam results, pursuant to a special act 9) public works or participation in active employment policy measures, pursuant to law 10) preparation or realisation of work organised as a project 11) work required during the period of introduction of new programmes, new technology and other technical and technological improvements of the working process or for training workers 12) elected and appointed officials, or other workers, related to the term of office of a body or official in local communities, political parties, trade unions, chambers, and associations 13) other cases laid down by law or collective agreement at branch level <p>a branch collective agreement may stipulate that a small employer can conclude employment contracts for a fixed period of time regardless of the cases mentioned above</p>
MINIMUM/MAXIMUM PERIOD/ RENEWALS	<p>maximum: 2 years, except in cases laid down by law and for persons replacing a temporarily absent worker, employment of an alien or person without citizenship who was granted a work permit for a fixed period, except in the case of a residence permit, managerial staff, elected and appointed officials or other workers related to the term of office of a body or official in local communities, political parties, trade unions, chambers, associations and their unions</p> <p>the branch collective agreement can stipulate otherwise for preparation or realisation of work organised as a project</p> <p>an interruption of three months or less does not represent an interruption of the "uninterrupted two-year period" mentioned above</p> <p>working days calculated as mentioned below for seasonal workers shall be included in the worker's years of service as if he or she had spent them at work. The total period of service may therefore not exceed 12 months in one year</p> <p>no successive fixed-term contracts with the same employee and for the same work</p>
TERMINATION	<p>the contract terminates without notice upon expiry of the period for which it was concluded or upon completion of the agreed work or upon cessation of the reason for which the contract was concluded</p> <p>the contract may terminate before the end of the fixed period if so agreed by the parties or if other reasons for the termination of the contract arise, pursuant to the provisions of the Employment Act</p>

CONVERSION OF CONTRACT	if a fixed-term contract is concluded contrary to law or a collective agreement, or if the employee continues to work after the fixed period, it shall be assumed that the worker had concluded an employment contract for an indefinite period of time
SANCTIONS	fine of not less than 1,000,000 SIT when concluding a contract for a fixed period outside the cases listed above
INDIVIDUAL RIGHTS OF FIXED-TERM CONTRACT WORKERS	<p>the employer must inform employees of vacant positions or of the public notice of vacancies on the notice board at head office</p> <p>employees with a fixed-term contract have the same rights as employees with an open-ended contract</p> <p>if an employee engaged for seasonal work, or working with an uneven distribution of working hours, works without interruption for a least 3 months in one year, accumulating more working hours than laid down for a full-time worker, at his request these working hours shall be calculated as working days with full-time working hours</p>
COLLECTIVE RIGHTS OF FIXED-TERM CONTRACT WORKERS	