

**LAW No.03/L –212**

**ON LABOUR**

**Assembly of Republic of Kosovo;**

Based on 65 (1) and Article 49 of the Constitution of Republic of Kosovo;

Taking into account Conventions of the International Labour Organisation, European Union Legislation and the fundamental principles of free labour market and economy;

With the aim of establishing a comprehensive, functional and sustainable legal basis on employment relationship,

**Approves**

**LAW ON LABOUR**

**CHAPTER I  
GENERAL PROVISIONS**

**Article 1  
The Aim**

This Law aims at regulating the rights and obligations deriving from employment relationship, as defined by this Law.

**Article 2  
The Scope**

1. Provisions of this Law shall be applicable for employees and employers in the private and public sector in Republic of Kosovo.
2. Provisions of this Law shall be applicable for employees and employers, whose employment is regulated through a special Law, if the special Law does not provide for a solution for certain issues deriving from employment relationship.
3. Provisions of this Law shall be applicable for foreign citizenship employees and persons without citizenship, who are employed to employers within territory of Republic of Kosovo, unless otherwise provided by Law.
4. Provisions of this Law shall not be applicable to employment relationships within international missions, diplomatic and consular missions of foreign states, International Military Presence established in the Republic of Kosovo under the Comprehensive Proposal for the Status Settlement and international governmental organizations.

**Article 3  
Definitions**

1. The terms used in this Law shall have the following meaning:

- 1.1. **Employee** - a natural person employed to perform paid labour or services for an employer;

- 1.2. **Employer** - a natural or legal person who employs an employee and pays a salary for the labour or services performed;
- 1.3. **Public Sector** - the education and health sector as well as publicly owned enterprises by Republic of Kosovo or any other municipality of Republic of Kosovo;
- 1.4. **Social Dialogue** - a democratic process of consultations and exchange of information among the representatives of employers, employees and representatives of the Government;
- 1.5. **Social-Economic Council (SEC)** - a body at the national level leading consultations on issues on employment relationship, social welfare and other issues dealing with economic policies in Republic of Kosovo;
- 1.6. **Employees' Organisations** – Trade Unions which are independent, voluntary established for the accomplishment and protection of employees' rights;
- 1.7. **Employers' Organisation** – an organisation of employers joined voluntarily for the protection of their interests;
- 1.8. **Collective Contract** - an agreement between employers' organisations and employees' organisations regulating the rights, duties and responsibilities deriving from employment relationship on the basis of the agreement reached;
- 1.9. **Employer's Internal Act** – the act that regulates the rights, duties and responsibilities deriving from employment relationship in compliance with this Law and the Collective Contract;
- 1.10. **Employment Relationship** - an agreement or contractual arrangement between an employer and an employee for the performance of specified functions or tasks by the employee under the supervision of the employer in return for an agreed remuneration, normally in the form of money;
- 1.11. **Labour Contract** - is an individual act concluded between the employer and the employee in order to regulate the rights, duties and responsibilities deriving from employment relationship in compliance with this Law, Collective Contract and the Employer's Internal Act;
- 1.12. **Intern** - a qualified person establishing employment relationship for the first time with the purpose of getting trained for certain tasks through practical work;
- 1.13. **Salary** - the remuneration or earning of any calculated level in the form of money for the employee;
- 1.14. **Minimum Salary** - the minimum salary proposed by SEC, defined by the Government, according to the criteria determined in compliance with this Law;
- 1.15. **Forced or Compulsory Labour** - the labour or services required to be performed under the threat of punishment and against the will of the employee;
- 1.16. **Close Family Members** - spouse, marital and extramarital children, adopted children, brothers, sisters and parents;
- 1.17. **Discrimination** - any discrimination including exclusion or preference made on the basis of race, colour, sex, religion, age, family status, political opinion, national extraction or social origin, language or trade-union membership which has the effect of nullifying or impairing equality of opportunity or treatment in employment or occupation capacity building is prohibited;
- 1.18. **Ministry** - the Ministry of Labour and Social Welfare (MLSW);
- 1.19. **LI** - the Labour Inspectorate;

1.20. **REC** - the Regional Employment Centre;

1.21. **EO** - Employment Offices.

#### **Article 4**

##### **Hierarchy among the Law, Collective Contract, Employer's Internal Act and the Labour Contract**

1. Provisions of the Collective Contract, Employer's Internal Act and Labour Contract shall be in compliance with the provisions of this Law.
2. Collective Contract shall not include any less favourable rights for the employee and employer than the rights defined by this Law;
3. Internal Employer's Act and Labour Contract may contain provisions defining more favourable rights and terms than the rights and terms defined by the Law, unless otherwise provided for by this Law.

#### **Article 5**

##### **Prohibition of all Forms of Discrimination**

1. Discrimination is prohibited in employment and occupation in respect of recruitment, training, promotion of employment, terms and conditions of employment, disciplinary measures, cancellation of the contract of employment or other matters arising out of the employment relationship and regulated by Law and other Laws into force.
2. Direct or indirect discrimination of persons with disabilities is prohibited during employment, promotion and capacity building, if that job may be performed adequately by a person with disabilities.
3. It is not considered discrimination, any distinction, elimination or giving priority, relation to any designated place of work, based on certain criteria required for that job.
4. In the case of hiring new employees, employer is obliged to create equal opportunities and criteria to both male and female applicants.
5. Provisions of the Law No.2004/3 against Discrimination shall be directly applicable with regards to employment relationship concluded between the employee and employer.

#### **Article 6**

##### **Prohibition of Forced or Compulsory Labour**

1. Forced or compulsory labour is prohibited.
2. Exceptionally, forced labour shall not be considered the labour or service performed by convicted persons with a final judgment during that period or in cases of 'extraordinary state', declared by Article 131 of the Constitution of Republic of Kosovo.

### **CHAPTER II**

#### **ESTABLISHING EMPLOYMENT RELATIONSHIP**

#### **Article 7**

##### **Terms and Criteria for the Establishment of Employment Relationship**

1. An employment relationship may be concluded by any person of eighteen (18) years of age or above.
2. An employment relationship may also be established with a person between fifteen (15) and eighteen (18) years of age, who may be employed for easy labour that do not represent a risk to their health or development and if such a labour is not prohibited by any Law or sub-legal act.

3. No employer may conclude an employment contract with a person below fifteen (15) years of age.
4. For the due payment of contributions and other legal duties, the employer is obliged to report the employee to the Tax Administration of Kosova and other institutions which manage and administer the obligatory pension schemes and other obligatory schemes.
5. Classification of easy and prohibited labour, from paragraph 2 of this Article, for persons under eighteen (18) years of age, shall be regulated by sub-legal act issued by the Ministry.

### **Article 8 Public Competition**

1. The employer at public sector, shall be obliged to announce public competition every time when it employs an employee and establishes an employment relationship.
2. The competition must be equal for all aspirant candidates, without any kind of discrimination, as defined by this Law and other applicable acts.

### **Article 9 Employment of Foreigners**

Foreign and stateless persons inside the Republic of Kosovo shall establish employment relationship on the basis of this Law, under the terms and criteria defined with a special Law on the employment of foreigners and on the basis of international conventions.

### **Article 10 Employment Contract**

1. An employment contract shall be concluded in written form and signed by the employer and employee. The contract shall include the particulars defined according to Article 11 of this Law.
2. Employment contract may be concluded for:
  - 2.1. an indefinite period;
  - 2.2. a fixed period; and
  - 2.3. specific tasks and duties.
3. Employment contract which contains no indication of its duration shall be deemed to be for an unspecified period of time.
4. A contract for a fixed period may not be concluded for a cumulative period of more than ten (10) years.
5. A contract for a fixed period of time that is expressly or tacitly renewed for a continued period of employment of more than ten (10) years shall be deemed to be a contract for an indefinite period of time.
6. A contract for a specified task may not be longer than one hundred and twenty (120) days within a year.
7. A person who has concluded an employment contract for a fixed term or a specified task has all the rights and duties stipulated in this Law, except where it is foreseen otherwise by Law.
8. The employee for specific task does not enjoy the right to annual leave and other rights stipulated in the Collective Contract and Employment Contract.

9. The Collective Contract and the Employer's Internal Act define the cases of establishment of employment relationship with the employee for definite task and period of time in accordance with this Law.

## **Article 11**

### **The Content of an Employment Contract**

1. An employment contract shall include, the following:

- 1.1. data on the employer (designation, residence and business register number);
- 1.2. data on the employee (name, surname, qualification and dwelling);
- 1.3. designation, nature and the form of labour and/or services and the job description;
- 1.4. the place of work or a statement that work is performed at various locations;
- 1.5. working hours and working schedule;
- 1.6. the date of commencement of work;
- 1.7. the duration of the Employment Contract;
- 1.8. the basic salary and any other allowance or income;
- 1.9. the period of vacations;
- 1.10. termination of employment relationship;
- 1.11. other data that the employer and employee deem important for the regulation of employment relationship;
- 1.12. an employment contract may include other rights and duties provided for by this Law;
- 1.13. the rights and duties not defined with the Employment contract shall be regulated by the provisions of this Law, Collective Contract and Employer's Internal Act;

2. The Ministry of Labour and Social Welfare shall, for the needs of employers, issue templates of employment contract according to minimum standards, for an indefinite period, fixed period and specific task.

## **Article 12**

### **Continuity of employment**

1. The continuity of an employee's employment shall not be considered as interruption of employment relationship, in the following cases:

- 1.1. after annual leave, sick leave or maternity leave or any other leave taken in accordance with this Law;
- 1.2. after his or her suspension from employment, with or without pay, in accordance with this Law;
- 1.3. between the termination of his or her employment contract and the date of effective reinstatement according to court or similar body's decision in accordance with this Law;
- 1.4. with the agreement of the employer.

2. The continuity of an employee's employment shall not be considered interrupted from the time interval from the termination of employment to re-beginning of employment not exceeding the interval of forty-five (45) working days.

### **Article 13**

#### **The Rights of an Employee in case of change of the Employer**

1. In cases of statutory change, change of employer, respectively, the next employer from the previous one shall take over all obligations and responsibilities of the employment relationship that are applicable on the day of the change of the employer, in compliance with the Collective Contract and employment contract.

2. The previous employer is obliged to inform properly and entirely the next employer for the rights and obligations from the Collective Contract and employment contract to be transferred to the next employer.

3. The previous employer is obliged to inform, in writing, all employees for the transfer of obligations and responsibilities to the next employer.

4. If the employee refuses the transfer of the employment contract or does not declare within five (5) days from the day the announcement, under paragraph 3 of the this Article, was received, the previous employer may terminate the employment contract to the employee.

### **Article 14**

#### **Commencement of Work**

1. An employee shall commence working on the day defined by the employment contract.

2. If the employee does not commence working on the day defined by Employment contract, it shall be considered that the employment relationship has not been concluded, unless the employee was hindered to commence work for reasonable causes or if the employer and employee agree otherwise.

### **Article 15**

#### **Trial Period**

1. The trial period shall be defined in the Employment Contract.

2. The trial period cannot last more than six (6) months in compliance with this Law, Collective Contract and Employer's Internal Act.

3. During the trial period, the employer and employee may terminate the employment relationship through a previous notice in a term of seven (7) days.

### **Article 16**

#### **Interns**

1. An employer may conclude an employment contract with an intern.

2. An employee, in the capacity of the intern, who has signed a contract with the employer, shall accomplish all rights and obligations from employment relationship the same as the other employees;

3. The employer who engages an intern in their enterprise is obliged to offer occupational protection and safety based on the Law No. 2003/19 on Occupational Safety, Health and the Working Environment.

4. The practical work of an intern with high, university and post-graduate qualification shall not last more than one (1) year, whereas the practical work of an intern with secondary education shall last not more than six (6) months.

5. The employer, in agreement with interested party, may engage interns without pay or any other rights emerging from the employment relationship, apart from being obliged to offer occupational safety and protection according to the Law. The employer who engages the intern without compensation of salary, shall be obliged to evidence the intern in the list of evidences without compensation of salary.

6. Collective Contract and Employer's Internal Act shall define the form of professional capacity building and the duration of internship.

### **CHAPTER III SYSTEMATIZATION OF EMPLOYEES IN WORKING POSTS**

#### **Article 17 Commissioning employees in working posts**

1. An employee shall be commissioned to the post for which the employment contract was concluded.
2. In cases of need for restruction or new labour organisation, an employee, in compliance with the employment contract may be reassigned to another post appropriate for employee's professional qualification, competence and same level of salary as defined in the employment contract.
3. An employee may also be transferred from a post to another, within the same employer, in compliance with the employment contract, Employer's Internal Act and Collective Contract.
4. A woman employee during pregnancy, maternity leave, with a child up to three (3) years of age, a single parent with a child under five (5) years of age, an employed parent with a child with severe development problems, an employee under eighteen (18) years of age as well as an employee with disabilities, can not be reassigned to other habitation, without their consent.

#### **Article 18 Temporary Reassignment**

1. An employee may be reassigned temporarily for other duties and tasks, without previous consent, the performance of which requires low professional qualification from the qualification that the employee possesses, on the following cases:

- 1.1. if there is an extraordinary state as a consequence of an earthquake, fire, flooding or other natural catastrophes';
- 1.2. if there is a need to replace an absent employee from work;
- 1.3. in case of sudden increase in workload, but not longer than thirty (30) working days;
- 1.4. and other casea which are defined by the Colective Contract.

2. An employee is obliged to perform tasks under paragraph 1, sub-paragraph 1.1 of this Article, until these conditions prevail, whereas under sub-paragraph 1.2 and 1.3 mostly until thirty (30) working days.

3. A reassigned employee, under terms defined in paragraph 1 of this Article, is entitled to the same difference of the salary from the previous post, if that is more favourable for the reassigned employee.

#### **Article 19 Reassigning an Employee with Consent**

1. An employee may be reassigned temporarily with consent, to another employer, on the basis of an agreement between two employers, to a post that corresponds with the professional qualification in cases when:

- 1.1. it was ascertained that there is no need for the work of the employee;

- 1.2. the post is temporarily terminated or there is a decrease in the volume of work;
  - 1.3. working space, respectively working tools are rented temporarily to another employer.
2. An employer receiving a temporarily reassigned employee shall conclude an employment contract with the employee.
  3. A reassigned employee, in the terms of paragraph 1 of this Article, shall cease all rights and obligations with the previous employer.
  4. An employee from paragraph 1, sub-paragraph 1.1 of this Article, is entitled to return to the previous employer and to one of the rights defined by this Law.
  5. An employee, under paragraph 1, sub-paragraphs 1.2 and 1.3 of this Article, after the termination of the temporary reassigned period, is entitled to return to work to the previous employer in the same post or some other post, which corresponds to the professional qualification.

## **CHAPTER IV WORKING HOURS**

### **Article 20 Setting Working Hours**

1. Working hours means a period of time, during which, the employee performs labour or services for the benefit of the employer;
2. Full time working hours shall be forty (40) hours per week, unless it is defined otherwise by this Law.
3. Full time working hours for an employee, under eighteen (18) years of age, shall not exceed thirty (30) hours per week.

### **Article 21 Part-time Working Hours**

1. Part-time working hours' means shorter working hours than the full-time working hours.
2. Employment relationship for part-time working hours may be definite or indefinite.
3. An employee working part-time is entitled to all the rights deriving from the employment relationship on the same basis as a full-time employee and in proportion to the number of hours worked.

### **Article 22 Reduced Working Hours**

1. Reduced working hours shall be approved to jobs and duties which, despite the application of protective measures, the employee is exposed to harmful impacts for health.
2. The working hours shall be reduced in proportion with the hazardousness to health and employee's working competency.
3. Working hours may be reduced to no less than twenty (20) hours per week for jobs with high level of hazard.
4. Tasks and duties from paragraph 1 of this Article shall be defined on the basis of professional analysis by a competent body in compliance with this Law, Collective Contract and the Employer's Internal Act.



5. The Ministry, in cooperation with Ministry of Health, within six (6) months from the day this Law enters into force, shall issue sub-legal act on the classification and systematization of hazardous labour for employees, which severely damages their health.
6. An employee, performing the tasks and duties under paragraph 1 of this Article, shall not perform the same tasks after working hours.
7. An employee working with reduced working hours, according to paragraph 1 of this Article, shall enjoy all the rights as full time employees.

### **Article 23** **Extended Working Hours – Overtime**

1. In extraordinary cases, with the increase of volume of works and other necessary cases, on request of the employer, an employee shall work extended working hours (overtime) for a maximum of eight (8) hours per week.
2. Extended working hours, in compliance with paragraph 1 of this Article, may only last as long as it is necessary;
3. Work in excess of the stipulated limit from Article (1) of this Article may only be performed in case of urgencies to prevent accidents and their un-foreseen force majeure.
4. In addition to compulsory overtime from paragraph 1 of this Article, employees may perform paid voluntary overtime in agreement with the employer and according to Article 56 of this Law.
5. Extended working hours are prohibited for employees under eighteen (18) years of age;
6. An employee working on reduced or part-time working hours cannot work more than the full time working hours;
7. An employer is obliged to keep a full record of overtime performed and to produce it upon request to the Labour Inspectorate
8. Labour Inspectorate shall prohibit overtime, if it represents a harmful effect to the health and the competency of an employee.
9. The employer is obliged to announce the working hours in a visible place.

### **Article 24** **Division and Modification of Working Hours**

1. The division of working hours during the week shall be defined by the employer.
2. A working week may be organized differently in cases when an employer organizes the work in shifts, during the night or when the nature of work requires it;
3. An employer is obliged to inform the employee on the division and modification of working hours at least seven (7) days prior to the commencement of work.

### **Article 25** **Modification of Working Hours**

1. An employer may modify working hours in the following cases: organisation of work, rational use of means of labour, rational use of working hours and the performance of a certain task for a definite period of time.
2. In cases under paragraph 1 of this Article, the modification of working hours may be scheduled in an order that the entire calendar year does not exceed the total of full-time working hours.

**Article 26**  
**Prohibition on the Extension of Working Hours**

1. The extension of working hours (overtime) shall be prohibited for employees under eighteen (18) years of age;
2. An employer shall not extend working hours for an employee during pregnancy, a single parent with a child under three (3) years old or with a child with disabilities.

**Article 27**  
**Night Shifts**

1. Working hours between 22:00 and 6:00 shall be considered as night shifts.
2. If the labour is organised in shifts, it is necessary to organize shifts in such a form in order to prevent an employee from working a consecutive one (1) week in night shifts without a day off.
3. Night shifts shall be prohibited for persons under eighteen (18) years of age and pregnant employees and breastfeeding women. Night shifts may be performed by single parents and women with children younger than three (3) years of age or with children with permanent disabilities only with their consent.
4. If the health condition of an employee working on night shifts worsens as a result of the labour performed, after the assessment of a competent health body, the employer is obliged to find an appropriate job for that employee during the day.

**CHAPTER V**  
**BREAKS AND ABSENCES FROM WORK**

**Article 28**  
**Break during Working Hours**

1. An employee working full-time working hours is entitled to a break, during the days, of at least thirty (30) minutes, which cannot be taken at the beginning or at the end of working hours.
2. An employee working longer than four (4) hours and less than six (6) hours a day, is entitled to a daily break of fifteen (15) minutes.
3. An employee under eighteen (18) years of age, working at least four (4) hours and thirty (30) minutes, is entitled to a daily break for thirty (30) minutes.
4. Break times under paragraph 1 and 2 of this Article shall be considered as work.

**Article 29**  
**Adopting the Break to the Labour Process**

1. If the nature of work does not allow for interruption, the organisation of daily break shall be done in a form not to cause the interruption of the labour process.
2. The decision on the time for the use of the daily break shall be made by the employer.

**Article 30**

### **Daily Rest**

1. An employee is entitled to a day of rest between two (2) continuous days of labour lasting for at least twelve (12) non-stop hours.
2. During working hours, in seasonal labour, an employee is entitled to rest as stated in paragraph 1 of this Article, for at least eleven (11) continuous hours.

### **Article 31 Weekly Rest**

1. An employee is entitled to a weekly rest for at least twenty- four (24) continuous hours.
2. An employee under eighteen (18) years of age is entitled to a weekly rest for a period of at least thirty six (36) continuous hours.
3. If an employee must work on the day of weekly rest, than a day off shall be given to the employee in the following week.

### **Article 32 Annual Leave**

1. An employee is entitled to a paid annual leave for at least four (4) weeks during a calendar year, despite if he/she works a full-time or part-time job.
2. The extension of annual leave shall be defined on the basis of work experience, whereby one day shall be added for every five (5) years of service.
3. An employee performing tasks and duties which despite the application of protective measures contain their harmful effect, is entitled to an annual leave of at least thirty (30) working days for a calendar year.
4. Mothers with children up to three (3) years of age and single parents as well as persons with disabilities are entitled to additional two (2) working days off.
5. Unused annual leave shall not be compensated in money, unless the employment relationship of an employee is about to expire.
6. Tasks and duties, under paragraph 3 of this Article, shall be defined through sub-legal act issued by MLSW.

### **Article 33 Annual Leave for Education Sector Employees**

1. The annual leave of teachers, educators and other educational and administrative staff in schools and other educational institutions shall be used in the time of summer vacations for schools and may last as long as the leave of educational institution lasts.
2. If teachers and educators are convened during the break for capacity building courses for the performance of other tasks related to the preparation for the commencement of school year and the performance of educational activities organised by educational institutions, the duration of the leave shall be defined on the basis of this Law and Collective Contract.

### **Article 34 Annual Leave on the Day of Official Holidays**

1. Official holidays that coincide in working days shall not be counted as annual leave days according to the Law on Official Holidays in Republic of Kosovo.

2. If an employee during the use of annual leave gets sick, the sick leave shall not be counted in the annual leave.

### **Article 35**

#### **First-Time Annual Leave**

1. An employee establishing employment relationship for the first time or after a termination that has not lasted more than five (5) working days, shall be entitled to annual leave after six (6) consecutive months of labour in proportion to the months worked.

2. Temporary incompetence for labour, according to provisions of health insurance and paid absence from work as well as in cases of justified absence from work, shall not be considered as a termination of relationship under paragraph 1 of this Article.

3. An employee cannot revoke the right to the use of annual leave.

### **Article 36**

#### **Part of Annual Leave in Proportion with the Time Spent at Work**

1. An employee is entitled to at least one and a half (1.5) days of rest for each calendar month spent at work, if:

1.1. in the first calendar year, since the establishment of employment relationship, an employee did not work for consecutive six (6) months;

1.2. during the calendar year an employee did not gain the right to use the annual leave because of the termination of employment relationship.

### **Article 37**

#### **The Schedule for the Use of Annual Leave**

1. The schedule for the use of annual leave shall be defined by the employer in agreement with the employee in compliance with this Law, Employer's Internal Act and Employment Contract.

2. When setting the schedule for the use of annual leaves, the employer may take into account the reasonable request and will of the employee.

3. For the period of use of the annual leave, an employee shall inform the employer at least fifteen (15) days prior to the commencement of the use of annual leave.

4. When granting the annual leave, a decision is issued to the employee, for the schedule and length of the annual leave at least five (5) days prior to the commencement of the use of annual leave.

5. Annual leave may be used in two (2) or more parts, in agreement with the employer.

6. If an employee uses annual leave in two (2) or more parts, the main part shall be for at least ten (10) uninterrupted days during a calendar year, and all vacation shall be used no later than by 30 June of the following calendar.

### **Article 38**

#### **Compensation if the Annual Leave is Not Used**

1. An employee shall neither be denied the right to the use of annual leave.

2. An employee that has not used the annual leave or a part of the leave because of the fault of the employer, is entitled to use that leave during the following period which suits the employee, or compensation in money.

3. The amount of compensation from paragraph 2 of this Article, shall be set depending from the length of unused annual leave and the level of income realised by the employee for the month that it is compensated.

### **Article 39**

#### **Paid Absence from work**

1. An employee is entitled to a paid absence from work with the compensation of salary, up to:

- 1.1. five (5) days in case of his/her marriage;
- 1.2. five (5) days in case of the death of a close member of family;
- 1.3. three (3) days for the birth of a child;
- 1.4. in other cases defined with Employer's Internal Act, Employment contract and Collective Contract; and
- 1.5. one (1) day in every case of voluntary blood donation.

### **Article 40**

#### **Unpaid Absence from work**

1. An employer, based on the request by the employee, may allow that the employee to be absent at work without compensation of salary.

2. In the period of unpaid absence under paragraph 1 of this Article, the employee shall cease all its rights and duties from employment relationship, apart from the rights deriving from due payment of contributions by the employee.

### **Article 41**

#### **Temporary Suspension of Rights and Duties deriving from Employment Relationship**

1. Employees rights and duties from labour and employment relationship shall cease for a certain period, apart from the rights and duties defined otherwise by this Law, employer's internal act and employment contract, if absent from work in the following cases:

- 1.1. when an employee is sent abroad for the representation of country's interests,
- 1.2. when selected or appointed in public functions,
- 1.3. until a final court decision is reached, for up to six (6) months;

2. After the cessation of labour rights under paragraph 1 of this Article, an employee is entitled to return to the employer within five (5) days.

## **CHAPTER VI**

### **OCCUPATIONAL PROTECTION AND SAFETY**

### **Article 42**

#### **General Occupational Protection**

1. An employee is entitled to occupational safety, protection of health and appropriate labour environment in compliance with this Law and the Law on Occupational Safety, Protection of Health of Employees and Protection of Labour Environment.

2. An employer is obliged to ensure the necessary conditions for occupational safety in order to protect the life and health of employees in compliance with this Law.
3. An employer is obliged to inform, in writing, before its engagement for occupational hazards and protective measures obliged to be undertaken.
4. An employer is obliged to issue instructions showing occupational hazard and protection measures to be undertaken in compliance with instructions issued by Ministry of Labour and Social Welfare.
5. An employer is obliged to implement the general rules and procedures for occupational safety and protection as defined by the Law on Occupational Safety, Protection of Health of Employees and Protection of Labour Environment.
6. An employer is obliged to comply with the rules on occupational safety and health protection in order not to risk the health and safety of the employer and the employees.

### **Article 43** **Commissioning an Employee for Hazardous Tasks**

1. An employee shall not be commissioned to work longer than the full-time working hours or night shifts, if a competent body for the assessment of health condition, on the basis of health insurance, concludes that such a task may worsen employees health condition.
2. In tasks and duties with an increased hazard of injury, professional illness or other illness, an employee that satisfies the special conditions for labour shall be commissioned on the basis of:
  - 2.1. health condition;
  - 2.2. professional qualification;
  - 2.3. experience gained at work; and
  - 2.4. age.

### **Article 44** **Protection of Youth, Women and Persons with Disabilities**

An employed woman, an employee under eighteen (18) years of age and an employee with disabilities shall enjoy special protection in compliance with this Law.

### **Article 45** **Protection of Youth**

1. An employee under eighteen (18) years of age shall not work under conditions, which under their nature or circumstance performed, may damage the health, safety or the moral of the employee.
2. An employer is obliged to adopt the necessary measures for occupational safety and health protection of youth by specifying the risks of the labour process.
3. An employer shall implement the measures defined in paragraph 2 of this Article on the basis of risk assessment for posts for youth.
4. An employer shall conduct a previous assessment on the risks from the labour before the young employee commences working in order to protect the health of youth at work.
5. An employee under eighteen (18) years of age shall not conduct the following dangerous labour:
  - 5.1. underground, under water, dangerous heights or closed premises;

- 5.2. dangerous machinery, equipment and tools used in the labour process and in the transportation of heavy shipments;
- 5.3. unhealthy environment, which exposes youth to dangerous substances, factors or processes, temperatures, noise or quake that may be harmful to health;
- 5.4. under especially difficult conditions, such as extended working hours or certain circumstances during the night, or closed environment.
6. Provisions to be implemented for the list of forms of hazardous labour shall be reviewed each year by respective bodies, comprised of representatives of Ministry of Labour and Social Welfare, other line ministries of the Government, organisations of employers and organisations of employees (trade-unions).
7. For a proper and full implementation of this Article, MLSW shall issue sub-legal acts in the timeline defined by Law.

#### **Article 46**

##### **Protection of Women Employees**

1. Pregnant and breastfeeding women shall be prohibited from labour that is classified as harmful for the health of the mother or the child.
2. Pregnant and breastfeeding women shall be prohibited from labour with hard physical work, labour exposed to biological, chemical or physical factors that may risk the reproductive health as well as other specific cases.
3. The Ministry shall issue sub-legal act for the classification of hard and dangerous forms of labour that may damage the health of pregnant and breastfeeding women;
4. Prohibition of underground labour shall not be applicable for women who are not pregnant in leading posts, for health employees and student interns.

#### **Article 47**

##### **Protection of Persons with Disabilities**

1. An employee that suffers a disability shall be entitled to work his posts or other relevant tasks, if the remaining ability for labour enables the performance of those duties without the need for professional rehabilitation.
2. An employee whose health ability for labour is decreased after the professional rehabilitation becomes competent to perform special tasks, shall be considered as competent for the performance of those tasks.
3. In cases under paragraph 2 of this Article, an employer is obliged to ensure the type of labour for an employee after the recovery from professional rehabilitation.
4. If an employee refuses to accept the tasks under this article, the employer, after a notice, may terminate the employment contract with the employee.

#### **Article 48**

##### **Protection of motherhood**

1. An employed woman during pregnancy, a mother with a child under three (3) years of age, shall not be obliged to work longer than the full-time working hours and night shifts.
2. Single parent, with a child under the age of three (3), and/or a child with serious disability, shall not be obliged to work longer than full-time working hours and night shifts.

3. The rights under paragraph 1 of this Article, may be used by an adopting parent, another persons looking after a child, respectively, in cases of the death of both parents of the child or if parents abandon it.

#### **Article 49** **Maternity Leave**

1. An employed woman is entitled to twelve (12) months of maternity leave.
2. On production of a medical certificate the woman may commence the maternity leave up to forty-five (45) days before the expected date of birth. In the period from twenty-eights (28) days before expected childbirth, the employer with consent of pregnant women may request her to begin the maternity leave if the employer finds that the woman is not able to perform her functions.
3. First six (6) months of maternity leave, the payment shall be done by the employer with the compensation of seventy percent (70%) of basic salary.
4. The following three (3) months, the maternity leave shall be paid by the Government of Kosovo with the compensation of fifty percent (50%) of average salary in Kosovo.
5. The employed woman shall have the right, upon this Law, to extend her maternity leave also for other three (3) months without payment.
6. If the puerpera does not want to use the right in maternity leave from paragraph 4 and 5 of this Article, shall notify the employer at latest fifteen (15) days before the end of the leave, from paragraph 3 of this Article.
7. The father of the child may assume the rights of the mother if the mother dies or abandons the child before the end of the maternity leave.
8. The rights from paragraph 4 and 5 of this Article may be conveyed to the father of the child in agreement with the mother.

#### **Article 50** **The rights of child's father**

1. The rights defined under Article 49 of this Law may be exercised by the father of the child too, in cases of the mother getting sick, abandoning of the child by the mother and/or death of the mother.
2. The father of the child has the right to:
  - 2.1. two (2) days paid leave at the birth or upon adoption of the child;
  - 2.2. two (2) weeks unpaid leave after the birth or upon adoption of the child, at any time before the child reaches the age of three (3). The employee must inform the employer of his intention to take leave at least ten (10) days in advance.
3. Protection, the rights under paragraph 1 of Article 49, respectively may be used by the adopter of the child, the one looking after the child, respectively in cases of the death of both parents or if parents abandon the child.

#### **Article 51** **Maternity Leave in the case of the Death of the Infant**

1. If an employed woman gives birth to a dead infant or if the child dies before the expiry of maternity leave, she is entitled to maternity leave after doctor's recommendation, until the recovery from birth and



the psychological condition caused with the loss of the infant for no less than forty-five (45) days, during which period she shall be entitled to all entitlements under the maternity leave.

2. An employed woman according to paragraph 1 of this Article may request the employer to return to work before the expiry of the maternity leave.

3. In cases of commencement of work according to paragraph 2 of this Article, an employee shall not be permitted to use the maternity leave under paragraph 1, 2 and 3 of Article 49 of this Law.

## **Article 52**

### **Absence from Work due to Special Care for the Child**

1. A child that necessarily requires special care due to poor health conditions, a child with permanent disabilities in the context of provisions of health insurance, respectively, shall enable one of the parents to work part-time, after the expiry of maternity leave, until the child becomes two (2) years old.

2. Protection and the rights under paragraph 1 of this Article may be exercised by the caretaker of the child in the case of the death of both parents or if one of the parents abandon the child.

3. The form and procedure of exercising the rights from paragraph 1 and 2 of this Article, shall be conducted according to provisions of the Law on Financial Care for Families and Children with Disabilities.

## **Article 53**

### **Prohibition on Termination of Contract**

1. During pregnancy, maternity leave and absence from work due to special care for the child, the employer shall not terminate the contract with the employee and/or make a transfer to another post, except in cases of termination of the contract according to Article 76 of this Law.

## **Article 54**

### **Notice on Temporary Incompetency for Labour**

1. In case of illness or other temporary incapacity to work, an employee is obliged to inform the employer immediately and at the latest within the same day that the absence occurs.

2. In case of serious illness or injury preventing the employee from informing the employer according to paragraph 1 of this Article the employee shall make efforts to inform the employer as soon as possible.

3. If the employee cannot show that he/she has made reasonable efforts to inform the employer of his/her absence without undue delay, the employer may invoke that a breach of contract has occurred.

4. If the notified absence from work last longer than three (3) days, the employer is entitled to request the employee to provide a medical certificate justifying the absence of work.

## **CHAPTER VII**

### **SALARY AND BENEFITS OF EMPLOYEES**

## **Article 55**

### **Salary, Salary Compensation and other Income**

1. An employee is entitled to a salary defined in compliance with this Law, Collective Contract, Employer's Internal Act and Employment Contract.

2. The right to salary, overtime, salary compensation and other income, shall be exercised by the employee on the basis of the agreement reached with the employer for the work performed and time spent at work as defined in the employment contract.

3. The employer shall pay men and women an equal remuneration for work of equal value covering base salary and any other allowances.
4. The employer shall issue a salary statement for each salary payment and any other remuneration paid to the employees. Salary payments can be made through bank transfers or in cash payments for which the employer shall keep a register.
5. Salaries in Kosovo shall be paid in the official currency Euro (€).
6. Salary shall be executed in terms defined in the Collective Contract, Employer's Internal Act or Employment Contract, at least once per month.

#### **Article 56 Allowances**

1. For labour performed in extended working hours and during the days of national holidays as well as night shifts, an employee is entitled to allowances in compliance with this Law, Collective Contract and Employment Contract.
2. An employee shall be entitled to allowances calculated in the following percentage of basic salary:
  - 2.1. twenty percent (20 %) per hour for extra shiftë;
  - 2.2. thirty percent (30 %) per hour for night shiftë;
  - 2.3. thirty percent (30 %) per hour for extended working hours;
  - 2.4. fifty percent (50 %) per hour for work in national holidays; and
  - 2.5. fifty percent (50 %) per hour for work in weekends.
3. Allowances for work in weekends, holidays and other days off based on the Law shall exclude each other.
4. An employee may ask from the employer to be compensated in days off instead of allowances from paragraph 2 of this Article.
5. An employer may decide that part of accrued overtime is compensated by days off in proportion to the scale in paragraph 2 of this Article. This form of compensation shall be stipulated in the employment contract or in the internal act of the company.

#### **Article 57 Minimum Salary**

1. The Government of Kosovo shall define a minimum wage at the end of every calendar based on the proposals from the Social- Economic Council.
2. When defining the level of minimum salary, the following shall be taken into account:
  - 2.1. the cost of living expenses;
  - 2.2. the percentage of the level of unemployment;
  - 2.3. general state in the labour market; and
  - 2.4. general level of competitiveness and productivity of the country.
3. Minimum salary shall be defined on the basis of working hours, for a one (1) year period, which shall be published in the Official Gazette of Republic of Kosovo.

4. Minimum wages may be determined by collective agreements at national, branch and enterprise level, but shall not be less than any minimum wage determined according to paragraph 1 of this Article.

#### **Article 58 Compensation of Salary**

1. An employee is entitled to a compensation of salary in the following cases:

- 1.1. during official holidays in which it is not worked;
- 1.2. during the use of annual leave;
- 1.3. during training and/or capacity building commissioned; and
- 1.4. during the exercise of unpaid public functions.

#### **Article 59 Compensation of Sick Leave**

- 1. An employee is entitled to compensation for ordinary sick leave up to twenty (20) working days in one (1) year with one hundred percent (100%) salary compensation.
- 2. An employee is entitled to sick leave without payment in agreement with Article 40 of this Law.
- 3. An employee is entitled to compensation for sick leave as a result of documented occupational injury and related illness as a result of performing work or services for the employer at seventy percent (70%) salary compensation.
- 4. An employee is entitled to compensation for sick leave according to paragraph 3 of this Article after ten (10) days of absence from work and up to a maximum ninety (90) working days.
- 5. Payment for compensation for sick leave falls on the employer
- 6. The above entitlements can be further determined by the collective contract, Internal Act, but in no case may they shall be less than stipulated in this Law.
- 7. The provisions of this article will be valid until in time of entry into force of the legislation for care and protection health.

#### **Article 60 Compensation for Occupational Injuries**

- 1. The employer is obliged to provide all employees covered by this Law with insurance against injuries and related illnesses sustained in the course of performing work or services for the employer in compliance with this Law, and other applicable Laws.
- 2. The Ministry shall issue sub-legal act to determine the extent of insurance coverage and to classify injuries and the level of compensation of injuries caused at work.

#### **Article 61 Absence from Work due to Insecurity and Health Protection**

- 1. With the decision of authorized state body or authorized employers body, due to insecurity and protection of health in labour, an employee is entitled to justified absence from work.

2. During the temporary absence from work, due to insecurity, the employee is entitled to the right of compensation of salary, which would have been realised if he/she would have worked for a maximum period of forty-five (45) days within a calendar year.

#### **Article 62**

#### **Compensation of Expenses for Official Visits**

During the time spent abroad on an official visit, an employee is entitled to compensation of expenses on the basis of the terms, forms and amount defined in the Employer's Internal Act.

#### **Article 63**

#### **Compensation of Damage by the Employee**

1. If an employed, or work-related employee, intentionally or deliberately caused harm to the employer, s/he is obliged to compensate the damage.
2. If the damage is caused by many employees, each employee is responsible for the part of the damage caused.
3. If the damage caused cannot be verified for each employee under paragraph 2 of this Article, it shall be considered that all share an equal responsibility and shall compensate for the damage caused in an equal manner.

#### **Article 64**

#### **Proportional Compensation of Damage**

1. If some employees, intentionally or deliberately caused damage to the employer, they shall all be equally responsible for the damage caused.
2. The existence of damage, its amount and circumstances under which it was caused, who caused it and how will the damage be compensated, shall be defined in compliance with this Law, Collective Contract and Employer's Internal Act.

#### **Article 65**

#### **Compensation of Damage to the Employer**

1. An employed or work related employee that has, intentionally or through gross negligence caused damage to a third party, which has been compensated by the employer, is obliged to compensate the employer for the damage paid.
2. Conditions and forms of decreasing or freeing the employee from the obligation to damage compensation may be defined in the Employer's Internal Act.

#### **Article 66**

#### **Compensation according to other applicable provisions**

As per the entitlements related to compensation of damage according to the provisions of Articles 63, 64 and 65 of this Law, the obligations shall be directly implemented.

### **CHAPTER VIII**

### **TERMINATION OF EMPLOYMENT RELATIONSHIP**

#### **Article 67**

#### **Termination of Employment Contract on Legal Basis**

1. Employment contract, on legal basis, may be terminated, as follows:

- 1.1. With the death of the employee;
- 1.2. With the death of the employer when the work performed or services provided by the employee are of personal nature and the contract cannot be extended to the successors of employer;
- 1.3. With the expiry of duration of contract;
- 1.4. When an employee reaches the pension age, sixty- five (65) years of age;
- 1.5. On the day of the submission of plenipotentiary proof of the loss of labour competencies;
- 1.6. If an employee shall serve a sentence which will last longer than six (6) months;
- 1.7. With the decision of the competent court, which leads to the termination of employment relationship;
- 1.8. With the bankruptcy or liquidation of the enterprise;
- 1.9. Other cases specified by Laws in force.

#### **Article 68**

##### **Termination of Employment Contract with the Agreement**

1. An employment contract may be terminated with the agreement of the employer and the employee.
2. Agreement from paragraph 1 of this Article shall be conducted in writing.
3. In cases of termination of employment contract with agreement, the employer is obliged to execute the salary to the employee for the days of the termination.

#### **Article 69**

##### **Unilateral Termination of the Contract by the Employee**

1. An employee is entitled to the unilateral termination of the employment contract.
2. An employee on a fixed term contract shall inform the employer in writing of his/her termination of the employment contract with fifteen (15) calendar days notice, whereas an employee on an indefinite term contract within thirty (30) calendar days.
3. An employee may cancel his/her employment contract without providing prior notice in written form defined in paragraph 1 of this Article, where the employer is guilty a breach of obligations under the employment contract.

#### **Article 70**

##### **Termination of Employment Contract by the Employer**

1. An employer may terminate the employment contract of an employee with the prescribed period of notice of cancellation, when:
  - 1.1. Such termination is justified for economic, technical or organizational reasons;
  - 1.2. The employee is no longer able to perform the job.
  - 1.3. The employer may terminate the employment contract in the circumstances specified in subparagraph 1.1 and 1.2 of this paragraph, if, it is impracticable for the employer to transfer the employee to other employment or to train or qualify the employee to perform the job or other jobs.

1.4. An employer may terminate the employment contract of an employee with providing the period of notice of termination required, in:

1.4.1. serious cases of misconduct of the employee; and

1.4.2. because of dissatisfactory performance of of work duties;

1.5 An employer shall notify the employee about his/her dismissal immediately after the event which leads to this decision or as soon as the employer has become aware of it.

1.6. An employer may terminate the employment contract of an employee without providing the period of notice of termination required, in the case when:

1.6.1. the employee is guilty of repeating a less serious misconduct or breach of obligations,

1.6.2. the employee's performance remains dissatisfactory in spite of the written warning.

2. The employer may terminate the employment contract of an employee under sub-paragraphs 1.6 of paragraph 1 of this Article only when after the employee has been issued previous written description of unsatisfactory performance with a specified period of time within which they must improve on their performance as well as a statement that failure to improve the performance shall result with dismissal from work without any other written notice.

3. The employer should hold a meeting with the employee to explain termination of an employment contract or for the purpose of issuing a warning, the employee is entitled to be accompanied by a representative of his or her choice.

4. Collective agreements or Employer's Internal Acts may specify the types of misconduct or breaches of obligations that will make an employee liable to have his or her employment contract terminated after a single occasion without a notification period, after repetition on one or more occasions, with an appropriate warning.

#### **Article 71**

##### **Notification period for termination of employment contract**

1. The employer may terminate an employment contract for an indefinite period according to Article 70 of this Law with the following periods of notification:

1.1. from six (6) months - 2 years of employment, thirty (30) calendar days;

1.2. from two (2)- ten (10) years of employment: forty-five (45) calendar days;

1.3. above ten (10) years of employment: sixty (60) calendar days.

2. The employer may terminate an employment contract for a fixed term with thirty (30) calendar days notice. The employer who does not intend to renew a fixed term contract must inform the employee at least thirty (30) days before the expiry of the contract. Failure to do so entitles the employee to an extension of employment with full pay for thirty (30) calendar days.

#### **Article 72**

##### **Procedure Prior to the Termination of the Contract**

1. The decision to terminate an employment contract shall be issued in writing and shall include the grounds for the dismissal.

2. Decision, under paragraph 1 of this Article, shall be final on the day of submission to the employee.

3. Employer is obliged to execute the salary and other allowances up to day of the termination of employment relationship.

4. The employer may deny the employee access to the premises of the enterprises during the period of notification, namely prior to terminating the employment contract.

### **Article 73** **Temporary Suspension from Work**

1. An employee may be temporary suspended from work if:

1.1. Criminal procedures are initiated against an employee because of alleged criminal offence of any kind;

1.2. An employee is detained;

1.3. An employee conducts a serious violation of work related obligations defined by this Law.

### **Article 74** **Compensation of Salary during the Temporary Suspension**

During the temporary suspension from work, under article 73 of this Law, an employee is entitled to salary compensation in amount of fifty percent (50%).

### **Article 75** **Duration of Temporary Suspension**

Temporary suspension from work under Article 73 of this Law may not last more than six (6) months, during which period the employer shall either return the employee to work or shall terminate the labour contract.

### **Article 76** **Collective Dismissals**

1. Cases where dismissals according to sub-paragraph 1.1 of paragraph 1, Article 70 of this Law, include at least ten percent (10%) of the employees but not less than twenty (20) employees discharged within a six (6) month period, shall be considered as collective dismissal.

2. In the event of a large-scale layoff, provisions from paragraph 3 of this Article shall apply.

3. Prior to introducing such changes, an employer shall notify its employees and, where applicable, the employees' trade union(s) one (1) month in advance in writing of the changes planned and their implications, including:

3.1. The number and type of employees to be discharged;

3.2. The measures to be taken by the employer, if any, to alleviate the consequences of collective dismissal, including:

3.2.1. limiting or stopping the hiring any new employees;

3.2.2. internal reordering of the employees;

3.2.3. limiting the overtime working hours;

3.2.4. reducing the working hours;

3.2.5. offering professional retraining, and

3.2.6. The rights of its employees as set out in the Employment Contract, Employer's Internal Act or Collective Contract.

4. With the notification provided according to paragraph 3 of this Article, the employer may terminate the employment contract of the employees with a notification period according to Article 71 of this Law.

5. The employer shall notify in writing the Employment Office about removing of employees from work, so EO be able to provide assistance to them to find other employment.

6. An employee may not be discharged until the employer provides a single severance payment to the employee.

7. The severance payment shall be paid to the employees with indefinite period contract on the date of termination at the following scale:

7.1. from two (2) to four (4) years of service, one (1) monthly salary;

7.2. from five (5) to nine (9) years of service, two (2) monthly salary;

7.3. from ten (10) to nineteen (19) years of service, three (3) monthly salary;

7.4. from twenty (20) to twenty-nine (29) years of service, six (6) monthly salary; and

7.5. from thirty (30) years of service or more, seven (7) monthly salary;

8. If, within a period of one (1) year from the termination of the employment contracts of employees under this article, the employer hires employees with the same qualifications or training, the employer shall not hire other persons before offering to hire the employees whose contracts have been terminated.

9. Employees discharged as a result of bankruptcy and reorganization administered by a court shall not be governed by the provisions of this Law.

#### **Article 77 Retirement**

The age and early pension shall be regulated by a special Law.

### **CHAPTER IX PROCEDURES FOR THE EXERCISE OF RIGHTS DERIVING FROM EMPLOYMENT RELATIONSHIP**

#### **Article 78 Protection of Employees' Rights**

1. An employee considering that the employer has violated labour rights may submit a request to the employer or relevant bodies of the employer, if they exist, for the exercise of rights violated.

2. Employer is obliged to decide on the request of the employee within fifteen (15) days from the day the request was submitted.

3. The decision from paragraph 2 of this Article shall be delivered in a written form to the employee within the term of eight (8) days.

#### **Article 79 Protection of an Employee by the Court**



Every employee who is not satisfied with the decision by which he/she thinks that there are breached his/her rights, or does not receives an answer within the term from Article 78 paragraph 2 of this Law, in the following term of thirty (30) days may initiate a work dispute at the Competent Court.

#### **Article 80**

##### **Court decision on Termination of Employment Contract**

1. If the court finds that the employer's cancellation of the employment contract is unlawful according to the provisions of this Law, the collective contract or the employment contract, it shall order the employer to do one of the following:

1.1. to pay the employee compensation, additional to any allowance and other amounts to which the employee may be entitled under this Law, the employment contract, a collective contracts or the Internal Act, in such amount as the court considers just and equitable, but which shall not be less than twice the value of any severance payment to which the employee was entitled at the time of dismissal; or

1.2. in cases where the dismissal is deemed unlawful under Article 5 of this Law, the court may reinstate the employee in his or her previous employment and orders compensation of all salaries and other benefits lost during the time of unlawful dismissal from work.

2. The employer is obliged, that within the defined term, to implement the decision of competent court.

#### **Article 81**

##### **Protection of Rights through mediation**

1. An employee and employer may resolve disputes deriving from work through an mediation
2. Rules and procedures for resolution of labour disputes through mediation are determined with the provisions of the Law on Mediation as well as with other applicable legal provisions.

#### **Article 82**

##### **Protection of Employee by the Labour Inspectorate**

1. An employee may submit an appeal to the Labour Inspectorate at any time for issues falling under the competencies of this body.
2. Labour Inspectorate is obliged to issue a decision regarding the appeal of the employee within thirty (30) days or inform the submitter of the appeal regarding the extension of the term when the decision shall be reached.

#### **Article 83**

##### **Disciplinary Measures**

The disciplinary measures related to the violation of the provisions of this Law by the employer, shall be issued by the Labour Inspectorate according to the Law on Labour Inspectorate.

#### **Article 84**

##### **Employee's Responsibility**

1. An employee is obliged to observe the obligations provided for by Law, Collective Contract and employment contract while at work.

2. If an employee due to her/his fault fails to accomplish duties or does not observe the decision issued by the employer, shall be held responsible for the violation of duties in compliance with the Law, Collective Contract and employment contract.
3. Criminal responsibility does not exclude the responsibility of the employee to perform its work obligations if the action is a violation of job duties.

#### **Article 85** **Disciplinary Measures for the Violation of Labour Duties**

1. In an event of violation of labour duties, the following disciplinary measures shall be imposed to an employee:
  - 1.1. verbal warning;
  - 1.2. written warning;
  - 1.3. degradation from the post;
  - 1.4. temporary Suspension ;
  - 1.5. termination of employment relationship.
2. Disciplinary measures, verbal warning, written warning and degradation shall be imposed for minor violation of job duties in compliance with the Collective Contract, Employer's Internal Act and the employment contract.
3. Disciplinary measures, fine, temporary suspension and termination of employment relationship shall be imposed for minor violation of job duties in compliance with the Collective Contract, Employer's Internal Act and the employment contract.

#### **Article 86** **Imposition of Measures**

1. Decision for the imposition of disciplinary measures for the violation of labour duties shall be issued by:
  - 1.1. The competent employer or employees' body;
  - 1.2. Employer without the status of the legal person or a duly authorized person;
2. Authorization under paragraph 1 of this Article shall be made in writing;
3. The decision of the employer must be made in written underlining the reasoning and advice for legal remedies towards the imposed measures.

#### **Article 87** **Timeline for Submission**

All requests involving money from employment relationship shall be submitted within three (3) years from the day the request was submitted.

### **CHAPTER X** **ORGANIZATIONS OF EMPLOYEES AND EMPLOYERS**

#### **Article 88**

## **Freedom of Trade-Union Organisation**

1. Employees and employers are guaranteed the freedom of association and action without undue interference from any other organisation or public body.
2. The rights and freedoms of trade-union organisation in Republic of Kosovo shall be regulated through a special Law.

### **Article 89 The Right to Strike**

1. For the protection of the rights of employees, the organisations of employees' (trade unions) are entitled to the organisation of strikes.
2. The rights, duties and responsibilities for the organisation and participation in strike shall be regulated by a special Law.

## **SOCIAL DIALOGUE**

### **Article 90 Collective Contract**

1. Collective Contract may be concluded between:
  - 1.1. Organization of employers and their representatives and
  - 1.2. Organization of employees or, in cases where there are no such organisations, the agreement may be concluded by the representatives of employees.
2. Collective Contract may be concluded at:
  - 2.1. the state level;
  - 2.2. the branch level; and
  - 2.3. the enterprise level.
3. Collective Contract shall be concluded in a written form in official languages of Republic of Kosovo.
4. Collective Contract may be concluded for a certain period of time with a duration of maximum three (3) years.
5. Collective Contract shall be applicable to those employers and employees who commit themselves to the implementation of obligations deriving from such an agreement.
6. Collective Contract shall not include such provisions that limit the rights of employees and that are less favourable than the ones defined by this Law.
7. An employer shall make available to employees a copy of the Collective Contract.
8. Collective Contract shall be registered in the Ministry in compliance with terms and criteria determined by sub-legal act.
9. For the resolution of various disputes in a peaceful manner and the development of consultations on employment, social welfare and labour economic policies by the representatives of employers, employees

and Government in the capacity of social partners, through a special legal-secondary legislation act, the Social-Economic Council shall be established.

10. Other issues of social dialogue shall be regulated through a legal or sub-legal act depending on the agreement reached by social partners.

#### **Article 91 Labour Card**

1. The labour card is an identifying public document of the employee, which serves for presentation of personal data and work experience.

2. The labour card shall be issued by the Ministry of Labour and Social Welfare.

3. The employee must have the labour card, which shall be delivered to the employer in the occasion of establishing the work relationship.

4. In the day of conclusion of work relationship or termination of employment contract, the employer is obliged to return the labour card to the employee, which shall be filled in with the personal data and work experience.

5. It is prohibited to be written the negative data for the employee in the labour card.

6. The ministry shall issue a sub-legal act for the content and form of labour contract for the issuance procedure, way of registration of the data, procedure for changing the card and for keeping the exact number of the card.

### **CHAPTER XI PUNITIVE PROVISIONS**

#### **Article 92 Fines**

1. Any natural or legal person who disregards the provisions of this Law, in a legal procedure, shall be fined from one hundred (100) up to ten thousand (10,000) Euro.

2. Where the offence is committed against an employee who is under eighteen (18) years of age, the employer shall be liable to twice the height of the fine specified in paragraph 1 of this Article.

3. Any person who discriminates against a person seeking employment or an employed person in violation of Article 5 of this Law, shall be liable to triple the height of the fine specified in the paragraph 1 of this Article.

4. Ministry of Labour and Social Welfare shall issue sub-legal act to determine fines and other payable amounts for cases when provisions of this Law are breached.

#### **Article 93 Funds Collected from Fines**

All funds collected from imposed fines shall be transferred to the Budget of Republic of Kosovo.

### **CHAPTER XII**

## **PROVISIONAL ND FINAL PROVISIONS**

### **Article 94 Supervision**

Supervision of implementation of the provisions of this Law regulating employment relationship as well as occupational safety and protection at shall be conducted by the Labour Inspectorate on the basis of the Law on labour Inspectorate and Law on Occupational Safety, Health and the Working Environment No. 2003/19.

### **Article 95 Harmonization of Employer's Acts**

1. An employer is obliged to harmonize its internal acts regulating employment relationship with the provisions of this Law, no later than six (6) months after its entry into force.
2. Up to the issuance of internal acts from paragraph 1 of this Article, the provisions of this Law shall be directly applicable.

### **Article 96 Exercising the Rights of Provisions in Force**

Up to the day of entry into force of this Law, employees shall exercise their rights and duties deriving from employment relationship on the basis of existing provisions in force.

### **Article 97 Public Services of Employment**

1. For active and passive policy execution of employment in Republic of Kosovo, in frame of MLSW there shall be established the Public Services of Employment.
2. Besides the public services of employment, physical and juristic persons for the intercession issue on labor can establish the Private Agency of Employment.
3. Establishment, functioning, scope and other important issue of Public Services of Employment and Private Agencies of Employment will be regulated and to be defined with special Law.

### **Article 98 Issue of sub-legal acts**

The Ministry in coordination with other ministries of the Government of Republic of Kosovo, within one (1) year, after the entry into force of this Law, shall issue secondary legislation for a proper and efficient implementation of this Law.

### **Article 99 Abrogation of Legal Acts**

1. With the entry into force of this Law, UNMIK Regulation No. 2001/27 on the Essential Labour Law in Kosovo, dated 8 October 2001, Law on work relationship of ASP of Kosovo of the year 1989 and the Yugoslav Labour Law dated 1977 with the respective amendments shall be abrogated.
2. Applicable sub-legal acts in the sphere of labour and employment shall continue with implementation up to the issuance of secondary legislation provided for under article 98 of this Law to the extent they do not contradict with this Law.

### **Article 100 Entry into force**

This Law shall enter into force fifteen (15) days after the day of publication in the Official Gazette of Republic of Kosovo.

**Law No.03/L –212**  
**1 November 2010**

**Promulgated by Decree No. DL-077-2010, dated 18.11.2010, Acting President of the Republic of Kosovo, Dr. Jakup Krasniqi.**