

# Labour Code of the Republic of Moldova

No. 154-XV from 28.03.2003

## CONTENTS

### Title 1 GENERAL PROVISIONS

#### Chapter 1

##### INTRODUCTIVE PROVISIONS

Article 1 Basic notions

Article 2 Regulation of labor relations and other relations related directly to them

Article 3 Field of application of the Code

Article 4 Labor legislation and other normative documents containing norms of labor right

#### Chapter II

##### BASIC PRINCIPLES

Article 5 Basic principles of regulation of labor relations and other relations related directly to them

Article 6 Non-restriction of labor rights and labor freedom

Article 7 Prohibition of forced (obligatory) work

Article 8 Prohibition of discrimination in the field of labor

Article 9 Employee's main rights and obligations

Article 10 Employer's rights and obligations

Article 11 Normative and contractual regulation of labor relations

Article 12 Nullity of the clauses from individual labor contracts, collective labor contracts and collective conventions or from legal documents issued by public administration authorities that worsen the situation of the employees

Article 13 Priority of the treaties, conventions, agreements and other international documents

Article 14 Calculation of the terms stipulated by the present code

### Title II

#### SOCIAL PARTNERSHIP IN THE FIELD OF LABOR

##### Chapter I

##### GENERAL PROVISIONS

Article 15 Notion of social partnership

Article 16 Parties of social partnership

Article 17 The main principles of social partnership

Article 18 System of social partnership

Article 19 Forms of social partnership

## Chapter II

### REPRESENTATIVES OF THE EMPLOYEES AND EMPLOYERS

#### WITHIN THE SOCIAL PARTNERSHIP

Article 20 Representatives of employees within the social partnership

Article 21 Elected employees' representatives

Article 22 Employer's obligation to create conditions for the activity of the employees' representatives within the social partnership

Article 23 Representatives of the employers within the framework of the social partnership

Article 24 Other representatives of employers within the social partnership

## Chapter III

### BODIES OF THE SOCIAL PARTNERSHIP

Article 25 Bodies of the social partnership

## Chapter IV

### COLLECTIVE NEGOCIATIONS

Article 26 Carrying on joint negotiations

Article 27 Manner of carrying on collective negotiations

Article 28 Regulation of divergences

Article 29 Guarantees and compensations for participants in the collective negotiations

## Chapter V

### COLLECTIVE LABOUR CONTRACTS AND COLLECTIVE CONVENTIONS

Article 30 Collective labour contract

Article 31 Contents and structure of the collective labour contract

Article 32 Elaboration of the draft of the collective labour contract and its conclusion

Article 33 Action of the collective labour contract

Article 34 Modification and amendment to the collective labour contract

Article 35 Collective convention

Article 36 Contents and structure of the collective convention

Article 37 Manner of elaboration and conclusion of the draft of the collective convention

Article 38 Action of the collective convention

Article 39 Modification and amendment to the collective convention

Article 40 Registration of the collective labour contracts and collective conventions

Article 41 Control over execution of the collective labour contract and of the collective convention

## Chapter VI

### PARTICIPATION OF EMPLOYEES IN THE ENTITY ADMINISTRATION

Article 42 Right of the employees to participate in the administration of the entity and forms of participation

## Chapter VII

### RESPONSIBILITY OF THE SOCIAL PARTNERSHIP PARTIES

Article 43 Responsibility for dodging participation in the collective negotiations and for the refusal to present the information needed for carrying on the collective negotiations and performing the control over execution of the collective labour contract and of the collective contract

## Title III

### INDIVIDUAL LABOUR CONTRACT

#### Chapter I

##### GENERAL PROVISIONS

Article 45 Notion of individual labour contract

Article 46 Parties of the individual labour contract

Article 47 Employment guarantees

Article 48 Right of the person who is being employed to be informed about the clauses of the individual labour contract

Article 49 Contents of the individual labour contract

Article 50 Prohibition of requesting performance of a work which is not stipulated in the individual labour contract

Article 51 Specific clauses of the individual labour contract

Article 52 Mobility clause

Article 53 Confidentiality clause

Article 54 Duration of the individual labour contract

Article 55 Definite term individual labour contract

#### Chapter II

##### CONCLUSION AND EXECUTION OF THE INDIVIDUAL LABOUR CONTRACT

Article 56 Conclusion of the individual labour contract  
Article 57 Documents to be presented at the conclusion of the individual labour contract  
Article 58 Form and start of the individual labour contract  
Article 59 Preliminary verification  
Article 60 Trial period  
Article 61 Trial period for employees hired on the basis of definite term individual labour contract  
Article 62 Forbiddance of trial period application  
Article 63 Result of the trial period  
Article 64 Execution of the individual labour contract  
Article 65 Drawing up employment documents  
Article 66 Labour book  
Article 67 Certificate regarding the work and wages

### Chapter III

#### MODIFICATION OF THE INDIVIDUAL LABOUR CONTRACT

Article 68 Modification of the individual labour contract  
Article 69 Temporary change of the work place  
Article 70 Traveling for work purpose  
Article 71 Detachment  
Article 72 Wages in case of detachment  
Article 73 Temporary change of work and work peculiarity  
Article 74 Transfer to another work and displacement

### Chapter IV

#### SUSPENSION OF THE INDIVIDUAL LABOUR CONTRACT

Article 75 General notions  
Article 76 Suspension of the individual labour contract due to circumstances beyond parties' control  
Article 77 Suspension of the individual labour contract upon the parties' agreement  
Article 78 Suspension of the individual labour contract at the initiative of one of the parties  
Article 79 Manner of settling litigations related to suspension of individual labour contract  
Article 80 Technical unemployment

### Chapter V

#### CEASING OF THE INDIVIDUAL LABOUR CONTRACT

Article 81 Reasons for ceasing of the individual labour contract  
Article 82 Ceasing of the individual labour contract due to circumstances beyond parties' control  
Article 83 Ceasing of the indefinite term individual labour contract  
Article 84 Nullity of the individual labour contract  
Article 85 Resignation  
Article 86 Dismissal  
Article 87 Prohibition of dismissal without consent of the trade union body  
Article 88 Dismissal procedure in case of entity liquidation, reduction of personnel number or staff  
Article 89 Reinstatement in the workplace  
Article 90 Employer responsibility for the transfer or illegal dismissal

## Chapter VI

### PROTECTION OF THE EMPLOYEE' S PERSONAL DATA

Article 91 General requirements regarding the processing of employee' s personal data and guarantees referring to its protection  
Article 92 Transmittance of the employee' s personal data  
Article 93 Employee' s rights with respect to protection of his personal data kept by the employer  
Article 94 Responsibility for breach of the norms regarding the obtaining, storing, processing and protecting of the employee' s personal data

## Title IV

### WORKING TIME AND REST TIME

#### Chapter I

##### WORKING TIME

Article 95 Notion of working time. Normal duration of the working time  
Article 96 Reduced duration of the working time  
Article 97 Partial working time  
Article 98 Distribution of the working time during the week  
Article 99 Global record keeping of the working time  
Article 100 Daily duration of the working time  
Article 101 Work on shifts  
Article 102 Work duration on the eve of the holiday nonworking days  
Article 103 Night work  
Article 104 Additional work  
Article 105 Limitation of the additional work  
Article 106 Record keeping of the working time



## Chapter II REST TIME

- Article 107 Launch time and daily rest
- Article 108 Breaks for child feeding
- Article 109 Weekly rest
- Article 110 Work during the rest days
- Article 111 Holiday nonworking days

## Chapter III ANNUAL LEAVE

- Article 112 Annual rest leave
- Article 113 Duration of the annual rest leave
- Article 114 Calculation of the length of service which shall give the right for annual rest leave
- Article 115 Manner of granting the annual rest leave
- Article 116 Planning of the annual rest leaves
- Article 117 Leave indemnity
- Article 118 Annual rest leave granting. Exceptional cases of its postponing
- Article 119 Compensation of the unused annual rest leaves
- Article 120 Unpaid leave
- Article 121 Additional annual rest leaves
- Article 122 Recall from the leave

## Chapter IV SOCIAL LEAVES

- Article 123 Medical leave
- Article 124 Maternity leave and partially paid leave for child care
- Article 125 Attaching the annual rest leave to maternity leave and leave for child care
- Article 126 Additional unpaid leave for looking after the child between 3 and 6 years of age
- Article 127 Leaves for the employees who adopted new-born children or took them under guardianship

## Title V LABOUR REMUNERATION AND NORM-FIXING

### Chapter I GENERAL PROVISIONS

- Article 128 Wages (salary)
- Article 129 State guarantees related to labour remuneration

Article 130 Wage structure, conditions and systems of labour remuneration

## Chapter II

### MINIMUM GUARANTEED WAGE

Article 131 Minimum guaranteed wage

Article 132 Manner of establishment and reexamination of the minimum wage

Article 133 Increase of the level of the wage real contents

Article 134 State labour remuneration tariffs

## Chapter III

### MANNER OF WAGE ESTABLISHMENT AND PAYMENT

Article 135 Manner of wage establishment

Article 136 Tariff system of labour remuneration

Article 137 Stimulation pays

Article 138 Recompense following the results achieved during the annual activity

Article 139 Remuneration of the work carried out in unfavorable conditions

Article 140 Introduction of new conditions of labour remuneration and modification of the existing ones

Article 141 Forms of wage payment

Article 142 Terms, periodicity and place of the wage payment

Article 143 Terms of payments in case of ceasing of the individual labour contract

Article 144 Priority payment of the wage

Article 145 Compensation of losses caused by nonpayment of the wage in due time

Article 146 Responsibility for nonpayment in due time of the wage

Article 147 Prohibition of limiting the employee in free disposal of the earned means

Article 148 Deductions from wage

Article 149 Limitation of the quantum of wage deductions

Article 150 Prohibition of deductions from some pays meant for the employee

Article 151 Responsibility for delay in issuing the labour book

## Chapter IV

### LABOUR REMUNERATION FOR SPECIAL WORK CONDITIONS

Article 152 Labour remuneration of employees up to 18 years of age and of other employees' categories with reduced duration of daily work

Article 153 Labour remuneration in case of carrying out works of different qualification

Article 154 Labour remuneration of instructors and apprentices

Article 155 Labour remuneration of holders of extra job (second job)  
Article 156 Labour remuneration in case of plurality of professions (jobs) and in case of fulfilling the obligations of temporary absent employees  
Article 157 Additional labour remuneration  
Article 158 Compensation of the work performed during the rest days and holiday nonworking days  
Article 159 Night remuneration of labour  
Article 160 Right of the employee in establishment of some stimulation and compensation pays  
Article 161 Manner of labour remuneration in case of non-fulfillment of production norms  
Article 162 Manner of labour remuneration in case of reject production  
Article 163 Manner of remuneration of the stationary time and labour remuneration in case of mastering of some new production processes  
Article 164 Wage keeping in case of displacement or transfer to another permanent work with lower remuneration  
Article 165 Average wage

## Chapter V

### LABOUR NORM-SETTING

Article 166 Guarantees in the field of labour norm-fixing  
Article 167 Labour norms  
Article 168 Elaboration, approval, replacement and review of the unique norms and of the labour standard norms  
Article 169 Introduction, replacement and review of the labour norms  
Article 170 Establishment of remuneration tariffs for piecemeal work  
Article 171 Provision of normal working conditions for fulfilling the norms of production (of maintenance)

## Title VI

### GUARANTEES AND COMPENSATIONS

Article 172 Notions of guarantee and compensation  
Article 173 Cases of granting guarantees and compensations

## Chapter II

### GUARANTEES AND COMPENSATIONS IN CASE OF TRAVELING FOR WORK PURPOSE OR TRANSFER TO ANOTHER LOCALITY

Article 174 Traveling for work purpose  
Article 175 Guarantees in case of traveling for work purpose  
Article 176 Compensation of expenditures related to traveling for work purpose  
Article 177 Compensation of expenditures in case of work transfer to another locality



## Chapter III

### GUARANTEES AND COMPENSATIONS FOR EMPLOYEES WHO COMBINE WORK WITH STUDY

Article 178 Guarantees and compensations granted to employees who combine work with study in higher and secondary specialized education institutions

Article 179 Guarantees and compensations granted to employees who combine work with study in specialized postgraduate education

Article 180 Guarantees and compensations granted to employees who combine work with study in professional secondary education institutions

Article 181 Guarantees and compensations granted to employees who combine work with study in general secondary education institutions

Article 182 Manner of granting guarantees and compensations to employees who combine work with study

## Chapter IV

### GUARANTEES AND COMPENSATIONS GRANTED TO EMPLOYEES IN CONNECTION WITH CEASING OF THE INDIVIDUAL LABOUR CONTRACT

Article 183 Preferential right for keeping the workplace in case of reduction of employee number or staff

Article 184 Guarantees for the period of fulfillment of state or social obligations

Article 185 Guarantees in case of ceasing of the individual labour contract due to change of the entity owner

Article 186 Dismissal indemnity

## Chapter V

### OTHER GUARANTEES AND COMPENSATIONS

Article 187 Guarantees granted to employees selected for elective positions

Article 188 Guarantees for the period of fulfillment of the state or social obligations

Article 189 Guarantees and compensations granted to employees called to fulfill military service for a fixed period, military service for reduced period or civil service

Article 190 Guaranteed granted to employees who are blood donors

Article 191 Guarantees and compensations granted to employees inventors and rationalizers

Article 192 Compensations for depreciation of the goods belonging to employees  
Article 193 Guarantees granted to employees obliged to pass medical controls (examinations)  
Article 194 Guarantees related to medical leave  
Article 195 Guarantees and compensations granted to employees who attend, at the initiative of the employer, a professional training course  
Article 196 Guarantees and compensations in case of work-related accidents and occupational diseases  
Article 197 Guarantees in the field of state social insurance

## Title VII

### INTERNAL REGULATIONS OF THE ENTITY. LABOUR DISCIPLINE

#### Chapter I

##### INTERNAL REGULATIONS

Article 198 General provisions  
Article 199 Contents of the entity internal regulations  
Article 200 Discipline statutes and regulations

#### Chapter II

##### LABOUR DISCIPLINE

Article 201 Labour discipline  
Article 202 Provision of labour discipline  
Article 203 Stimulations for success in work  
Article 204 Manner of application of the stimulations  
Article 205 Advantages and facilities granted to employees who fulfill conscientiously and efficiently the work obligations  
Article 206 Disciplinary sanctions  
Article 207 Bodies empowered with application of the disciplinary sanctions  
Article 208 Manner of application of disciplinary sanctions  
Article 209 Terms of application of disciplinary sanctions  
Article 210 Application of disciplinary sanctions  
Article 211 Period of validity and effects of the disciplinary sanctions

## Title VIII

### PROFESSIONAL TRAINING

#### Chapter I

##### GENERAL PROVISIONS

Article 212 Main notions  
Article 213 Rights and obligations of the employer in the field of

professional training

Article 214 Rights and obligations of employees in the field of professional training

Chapter II

CONTRACT OF PROFESSIONAL QUALIFICATION

Article 215 Contract of professional qualification

Chapter III

APPRENTICESHIP CONTRACT AND CONTRACT OF CONTINUOUS PROFESSIONAL TRAINING

Article 216 Apprenticeship contract and contract of continuous professional training

Article 217 Contents of the apprenticeship contract and of the continuous professional training contract

Article 218 Duration of apprenticeship and of the continuous professional training

Article 219 Application of the labour legislation in the course of apprenticeship and of the continuous professional training

Article 220 Ceasing of the continuous professional training contract

Article 221 Ceasing (termination) of the apprenticeship contract

Title IX

LABOUR PROTECTION

Chapter I

GENERAL PROVISIONS

Article 222 Main directions of the state policy in the field of labour protection

Article 223 Coordination of labour protection activity

Article 224 Issuance of the labour protection norms and labour hygiene norms

Chapter II

THE ORGANIZATION OF LABOUR PROTECTION AND THE PROVISION OF EMPLOYEE RIGHT TO LABOUR PROTECTION

Article 225 Employer obligations regarding provision of labour protection

Article 226 Employee obligations in the field of labour protection

Article 227 Employee right for a work complying with the norms of labour protection

Article 228 Guarantees of the employee right for a work corresponding to the

norms of labour protection

Article 229 Compliance with the norms of labour protection of the entities, buildings and other constructions

Article 230 Compliance with the standards and norms of labour protection and hygiene

Article 231 Launch in production of individual protection equipment, clothing and shoes for work

Article 232 Organization of workplaces

Article 233 Carrying out of the activity of production and service rendering

Article 234 Service for labour protection and hygiene

Article 235 Medical service

Article 236 Committee for labour protection and hygiene

Article 237 Elaboration, fulfillment and financing of the measures of labour protection and hygiene

Article 238 Medical examination at the stage of employment and periodical medical examinations

Article 239 Instruction of employees in the matter of labour protection and hygiene

Article 240 Delivery of the equipment of individual protection, clothing and shoes for work

Article 241 Distribution of hygienic-sanitary protection materials

Article 242 Provision of protection food

Article 243 Investigation of the work-related accidents and occupational diseases

Article 244 Responsibility for breach of the labour protection norms

## Title X

### PECULIARITIES OF LABOUR REGULATION OF SOME EMPLOYEE CATEGORIES

#### Chapter I

##### GENERAL PROVISIONS

Article 245 Peculiarities of labour regulation

Article 246 Categories of employees to whom the peculiarities of labour regulation are applied

#### Chapter II

##### WORK OF THE WOMEN, PERSONS WITH FAMILY OBLIGATIONS AND OTHER PERSONS

Article 247 Employment guarantees for pregnant women and persons with children up to 6 years of age

Article 248 Works for which the utilization of woman labour is forbidden

Article 249 Limitation of sending on trip for work purpose

Article 250 Transfer to an easier work of pregnant women and women with

children up to 6 years of age

Article 251 Prohibition of dismissal of pregnant women and employees who look after children up to 6 years of age

Article 252 Guarantees for persons who look after children lacking maternal care

### Chapter III

#### WORK OF THE PERSONS OF THE AGE UP TO 18 YEARS OF AGE

Article 253 Medical examination of employees up to 18 years of age

Article 254 Working norm for employees up to 18 years of age

Article 255 Works for which labour utilization of persons up to 18 years of age is prohibited Article 256 Prohibition of sending the employees up to 18 years of age on work trip

Article 257 Additional guarantees at dismissal of employees up to 18 years of age

### Chapter IV

#### WORK OF THE HEADS OF ENTITIES AND MEMBERS OF COLLECTIVE BODIES

Article 258 General provisions

Article 259 Legal basis for regulating the work of the entity head

Article 260 Conclusion of the individual labour contract with the head of the entity

Article 261 The holding of extra job by the head of the entity

Article 262 Material responsibility of the head of the entity

Article 263 Additional reasons for ceasing the individual labour contract concluded with the head of the entity

Article 264 Compensation in connection with ceasing the individual labour contract concluded with the head of the entity

Article 265 Dismissal of the head of the entity

Article 266 Other peculiarities of regulating the work of the heads of entities and members of collective bodies

### Chapter V

#### EXTRA JOB (SECOND JOB)

Article 267 General provisions

Article 268 Extra job peculiarities of some employee categories

Article 269 Limitation on fulfilling the extra job

Article 270 Documents which are presented at conclusion of the extra-job individual labour contract

Article 271 Duration of the working time and rest time at the extra-job



workplace

Article 272 Annual rest leave of the employees who fulfill the extra job

Article 273 Additional reasons of ceasing the individual labour contract with the employees who fulfill the extra job

Article 274 Indemnity for dismissal from work of the employee hired on extra-job basis

## Chapter VI

### WORK OF THE EMPLOYEES WITH INDIVIDUAL LABOUR CONTRACT CONCLUDED FOR A PERIOD OF UP TO 2 MONTHS

Article 275 Conclusion of the individual labour contract for a period of up to 2 months

Article 276 Demand to perform the work during the rest days and holiday nonworking days

Article 277 Leave indemnity

Article 278 Ceasing of the individual labour contract

## Chapter VII

### WORK OF THE EMPLOYEES HIRED FOR SEASONAL WORKS

Article 279 Seasonal works

Article 280 Conditions of concluding the individual labour contract with employees hired for seasonal works

Article 281 Leave indemnity

Article 282 Ceasing of the individual labour contract with the employees hired for seasonal works

## Chapter VIII

### WORK OF THE EMPLOYEES WORKING FOR EMPLOYERS—PHYSICAL PERSONS

Article 283 Peculiarities of the individual labour contract concluded between the employee and employer—physical person

Article 284 Term of the individual labour contract

Article 285 Work and rest regime

Article 286 Modification of clauses of the individual labour contract

Article 287 Ceasing of the individual labour contract

Article 288 Settlement of individual labour litigations

Article 289 Documents confirming that the employee is working for the employer—physical person

## Chapter IX

### HOMEWORK

Article 290 Employees performing homework

Article 291 Conditions of homework allowance

Article 292 Ceasing of the individual labour contract concluded with the

employees who perform homework.

## Chapter X

### WORK OF THE EMPLOYEES FROM THE TRANSPORTATION FIELD

Article 293 Employment in a workplace related directly to circulation of transport means

Article 294 Work and rest regime of employees whose work is related directly to circulation of transport means

Article 295 Rights and obligations of employees whose work is directly related to circulation of transport means

## Chapter XI

### WORK OF THE EMPLOYEES FROM EDUCATIONAL FIELD AND FROM ORGANIZATIONS FROM SCIENCE AND INNOVATION FIELDS

Article 296 Right to practice pedagogical activity (teaching activity)

Article 297 Conclusion of the individual labour contract with the scientific and teaching staff from higher education institutions

Article 298 Duration of the working time for teaching staff

Article 299 Annual prolonged rest leave

Article 300 Long-term leave of the teaching staff and staff from organizations in the field of science and innovation

Article 301 Additional reasons for ceasing the individual labour contract concluded with the teaching staff and staff of the organizations from the field of science and innovation

## Chapter XII

### WORK OF THE EMPLOYEES FROM DIPLOMATIC MISSIONS AND CONSULAR OFFICES OF THE REPUBLIC OF MOLDOVA

Article 302 Activity peculiarities within diplomatic missions and consular offices of Republic of the Moldova

Article 303 Working conditions of the employees detached to diplomatic missions and consular offices of the Republic of Moldova

Article 304 Guarantees and compensations granted to employees transferred to diplomatic missions and consular offices of the Republic of Moldova

Article 305 Ceasing of the activity in diplomatic missions and consular sections of the Republic of Moldova

## Chapter XIII

### WORK OF THE EMPLOYEES FROM RELIGIOUS ASSOCIATIONS

Article 306 Parties of the individual labour contract concluded with religious

associations

Article 307 Internal regulations of religious association

Article 308 Peculiarities of conclusion and modification of the individual labour contract concluded with religious association

Article 309 Work regime of employees from religious associations

Article 310 Additional reasons of ceasing the individual labour contract concluded with religious association

Article 311 Settlement of individual labour litigations

#### Chapter XIV

WORK OF THE EMPLOYEES HIRED ON THE BASIS OF INDIVIDUAL LABOUR

CONTRACT FOR THE PERIOD OF EXECUTION OF A CERTAIN WORK

Article 312 Individual labour contract concluded for the period of execution of a certain work

Article 313 Contents of the individual labour contract for the period of execution of a certain work

Article 314 Working time and rest time

Article 315 Acceptance of the executed work and ceasing of the individual labour contract concluded for the period of execution of a certain work

Article 316 Pre-term ceasing of the individual labour contract for the period of execution of a certain work

#### Chapter XV

WORK ON CONTINUOUS SHIFT

Article 317 General provisions

Article 318 Limitation of work on continuous shift

Article 319 Duration of the continuous shift

Article 320 Record keeping of the work time on continuous shift

Article 321 Working and rest regime within the continuous shift

Article 322 Guarantees and compensations granted to employees who perform work on continuous shift

#### Chapter XV

WORK OF OTHER CATEGORIES OF EMPLOYEES

Article 323 Work of the employees from military entities, institutions and organizations of the Armed Forces of the Republic of Moldova and from public authorities in which by the law is foreseen fulfillment of the military service, as well as the work of the persons who execute civil service

Article 324 Work of the medical-sanitary staff

Article 325 Work of professional sportsmen, of employees from mass-media institutions, theatres, circuses, as well as from cinema, theatre and concert

organizations, work of other persons who participate in creation and/or playing of art operas

Article 326 Work within peasant households (farmer households)

## Title XI MATERIAL RESPONSIBILITY

### Chapter I GENERAL PROVISIONS

Article 327 Obligation of one of the individual labour contract parties to repair the damage caused to the other party

Article 328 Repair of the material damage caused by the parties of the individual labour contract

### Chapter II REPARATION OF DAMAGES BY THE EMPLOYER

Article 329 Reparation of the material and moral damage caused to the employee

Article 330 Employer's obligation to repair the damage caused to the person as result of illegal deprivation of possibility to work

Article 331 Material responsibility of the employer for the damage caused to the employee

Article 332 Manner of examination of litigations regarding reparation of material and moral damages caused to the employee

### Chapter III MATERIAL RESPONSIBILITY OF THE EMPLOYEE

Article 333 Material responsibility of the employee for the damage caused to the employer

Article 334 Circumstances excluding the material responsibility of the employee

Article 335 Right of the employer to withdraw his claims on reparation by employee of the material damage

Article 336 Limits of the employee material responsibility

Article 337 Full material responsibility of the employee

Article 338 Cases of full material responsibility of the employee

Article 339 Contract regarding the full material responsibility of the employee

Article 340 Collective material responsibility (team responsibility)

Article 341 Determination of the damage size

Article 342 Obligation of the employer to establish the size of the material damage and reasons of its appearance

Article 343 Voluntary reparation of the material damage by the employee  
Article 344 Manner of material damage reparation  
Article 345 Reparation of the material damage to the entity caused by its head  
Article 346 Decrease of the size of the damage to be repaired by the employee  
Article 347 Limitation of the quantum of deductions from the wage at the reparation of the material damage

## Title XII

### LABOUR JURISDICTION

#### Chapter I

##### GENERAL PROVISIONS

Article 348 Object of labour jurisdiction  
Article 349 Parties of the individual labour litigations and parties of the collective labour conflicts  
Article 350 Principles of labour jurisdiction  
Article 351 Bodies of labour jurisdiction  
Article 352 Examination of individual labour litigations and collective labour conflicts  
Article 353 Exemption of employees and their representatives from payment of legal expenditures

#### Chapter II

##### INDIVIDUAL JURISDICTION

Article 354 Individual labour litigations  
Article 355 Examination of the request regarding resolution of the individual labour litigation  
Article 356 Execution of decisions regarding resolution of individual labour litigations

#### Chapter III

##### RESOLUTION OF COLLECTIVE LABOUR CONFLICTS

Article 357 General notions  
Article 358 Submission of claims  
Article 359 Conciliation procedure  
Article 360 Settlement of collective labour conflicts in the court  
Article 361 Establishment of nullity of the collective labour contract or collective convention and strike legality

#### Chapter IV



## STRIKE

Article 362 Strike announcement

Article 363 Organization of strike at entity level

Article 364 Organization of strike at territorial level

Article 365 Organization of strike at branch level

Article 366 Organization of strike at national level

Article 367 Place of carrying out of the strike

Article 368 Strike suspension

Article 369 Limitation of participation in the strike

Article 370 Responsibility for illegal strike organization

## Title XIII

### SUPERVISION AND CONTROL OVER RESPECTING LABOUR LEGISLATION

#### Chapter I

##### SUPERVISION AND CONTROL BODIES

Article 371 Bodies of supervision and control over respecting labour legislation and other normative documents that contain norms of labour right

#### Chapter II

##### STATE SUPERVISION AND CONTROL

Article 372 Labour Inspection

Article 373 Objectives of the Labour Inspection

Article 374 Main obligations of the Labour Inspection

Article 375 Cooperation with other bodies, institutions and organizations

Article 376 Basic rights of the labour inspectors

Article 377 Obligations and responsibility of the labour inspectors

Article 378 Independence of labour inspectors

Article 379 Employer obligations towards labour inspectors

Article 380 Appeal of the measures taken by labour inspectors

Article 381 Responsibility for violation of the labour legislation and of other normative documents containing norms of labour right

Article 382 Responsibility for hindering the activity of the labour inspectors

Article 383 State energy supervision

Article 384 State sanitary-epidemiological supervision

Article 385 State supervision and control in the field of radioprotection and nuclear safety

#### Chapter III

##### RIGHTS OF THE TRADE UNIONS TO CARRY OUT CONTROL OVER RESPECTING LABOUR LEGISLATION AND GUARANTEES OF THEIR ACTIVITIES

Article 386 Rights of the trade unions as regards the carrying out of the control over respecting labour legislation

Article 387 Guarantees for the persons elected in the trade unions and not dismissed from the main workplace

Article 388 Guarantees for the persons elected in the trade unions and dismissed from the main workplace

Article 389 Protection of professional, economic and social labour rights and interests of the employees by the trade unions

Article 390 Provision of conditions for the activity of the entity's trade union body

Title XIV

TRANSITIONAL AND FINAL PROVISIONS

Article 391 Coming into force and abrogation of some documents

Article 392 Obligations

Note: In the context of the code, syntagm "Ministry of Labour and Social Protection" is replaced by syntagm "Ministry of Economy and Trade", syntagm "Ministry of Health" by syntagm "Ministry of Health and Social Protection", syntagm "Ministry of External Affairs" by the syntagm "Ministry of External Affairs and European Integration", syntagm "Department of Standardization and Metrology" by syntagm "Service Standardization and Metrology", syntagm "Department of Troops of Frontier Guards" – by syntagm "Service Frontier Guards", according to the law no. 8-XVI from 09.02.2006, in force 02.06.2006

Parliament adopts the present code.

## **Title 1 GENERAL PROVISIONS**

Chapter I

INTRODUCTION PROVISIONS

Article 1 Basic notions

The following notions are used in the present code, which are defined as follows:

entity enterprise, institution or organization with status of legal entity, regardless of type of ownership, legal form of organization and department subordination or branch affiliation;

employer legal entity (entity) or physical person who recruits employees on the basis of individual labour contract concluded according to the provisions of the present code;

employee physical person who performs a work according to a certain specialty, qualification or job, in exchange of a wage, on the basis of the individual labour contract.

representatives of the employees trade union body that usually activates within the entity in accordance with the legislation in force and status of the trade unions, if absent other representatives elected by entity employees in the manner established by the present code (art.21)

Article 2 Regulation of labor relations and other relations related directly to them

(1) The present code regulates the totality of individual and collective labour relations, control over application of regulations in the field of labour relations, labour jurisdiction, as well as other relations directly related to labour relations;

(2) The present code also applies to labour relations regulated by organic laws and other normative documents;

(3) If court establishes that, by a civil contract, the labour relations between employee and employer are actually regulated, the provisions of the labour legislation shall be applied to these relations.

Article 3 Field of application of the code

The provisions of the present code apply to:

- a) employees-citizens of the Republic of Moldova, working in the Republic of Moldova on the basis of individual labour contract, including those with a contract of continuous professional training or professional qualification;
- b) employees-foreign citizens or stateless persons, working on the basis of individual labour contract for an employer who carries out his activity in the Republic of Moldova;
- c) employees-citizens of the Republic of Moldova working in diplomatic missions of Republic of Moldova abroad;
- d) employers-physical persons or legal entities from public, private or mixed sector that use recruited labour;
- e) employees from the staff of social, religious, trade union, patronage associations, staff of foundations, parties and other non-commercial organizations that use recruited labour.

Article 4 Labor legislation and other normative documents containing norms of labor right

Labour relations and other relations directly related to them are regulated by the Constitution of the Republic of Moldova, by the present code, by other normative documents comprising norms of labour right, and namely by:

- a) Parliament decisions;
- b) decrees of the President of the Republic of Moldova;
- c) Government decisions and orders;
- d) documents referring to labour issued by the Ministry of Economy and Trade, by other central specialty authorities, within the limits of empowerments delegated by the Government;
- e) documents of the local public authorities;
- f) normative documents at entity level;
- g) collective labour contracts and collective conventions; as well as
- h) international treaties, agreements, conventions and other documents Moldova is party.

## Chapter II

### BASIC PRINCIPLES

Article 5 Basic principles of regulation of labor relations and other relations related directly to them

The main principles of regulation of the labor relations and other relations directly related to them, the principles resulting from the norms of international right and from those of the Constitution of Republic of Moldova, are the following:

- a) labour freedom;
- b) prohibition of forced (obligatory) work and of discrimination in the field of labour relations;
- c) protection against unemployment and assistance for employment;
- d) provision of each employee with the right for fair labour conditions, including work conditions which comply with the requirements of labour protection and hygiene, as well as with the right for rest, including regulation of the working time, granting annual rest leave, daily rest breaks, rest and holiday nonworking days;
- e) equality in employees' rights and possibilities;
- f) guarantee granted to each employee on full and fair payment in due time of the wage that will ensure decent living of the employee and his family;
- g) provision of employees with equality in work promotion, taking into consideration the work productivity, qualification and length of service in the specialty, as well as in professional training and improvement, excluding any type of discrimination;
- h) provision of employees and employers with the right to associate for protection of their rights and interests, including employees' right to associate in trade unions and to be members of trade unions;
- i) provision of employees with the right to participate in the administration



- of the entity in the forms stipulated by the law;
- j) combination of the state regulation and contractual regulation of labour relations and other relations directly related to them;
  - k) obligation of the employer to repair integrally the material damage and the moral one caused by the employee in connection with fulfilling labour obligations;
  - l) establishment of the state guarantees for assuring the rights of the employees and employers, as well as exercising the control over their respecting;
  - m) provision of each employee with the right to protect his labour rights and freedom, including notification of the supervision and control bodies, labour jurisdiction bodies
  - n) provision of the right for settlement of individual labour contracts and labour collective conflicts, as well as the right to strike, in the manner established by the present code and other normative documents;
  - o) obligation of the parties of the collective and individual labour contracts to respect the contractual clauses, including employer' s right to demand from employee to respect labour obligations and show careful attitude towards employer' s goods and, respectively, the right of the employee to demand from employer fulfillment of obligations towards employees, the respecting of labour legislation and other normative documents comprising norms of labour right;
  - p) provision of the trade unions with the right to perform social control over respecting labour legislation;
  - r) provision of employees with the right to defend honour, dignity and professional reputation in the working period;
  - s) guarantee the right for social and medical obligatory insurance of the employees.

## Article 6 Non-restriction of labor rights and labor freedom

(1) Labour freedom is guaranteed by the Constitution of the Republic of Moldova.

(2) Every person is free in choosing the workplace, profession, occupation or his activity.

(3) Nobody, during his life, can be obliged to work or not work in a certain place or hold a certain profession, regardless of whom they are;

(4) Any legal document concluded with failing to respect the provisions of the paragraphs (1),

(2), (3) is null.

## Article 7 Prohibition of forced (obligatory) work



(1) Forced (obligatory) work shall be prohibited.

(2) By forced (obligatory) work is understood any work or service imposed to one person by threatening or without his consent.

(3) Utilization, under any form, of forced (obligatory) work is prohibited, and namely:

a) as method of political or educational influence or as punishment for supporting or expressing some political opinions or principles contrary to the existing political, social or economic system;

b) as method of mobilization and utilization of the working force for economic purposes;

c) as method of maintaining the work discipline;

d) as method of punishment for participation in strike;

e) as method of discrimination following criteria of social , national, religious or racial status.

(4) As forced (obligatory) work shall be considered:

a) the breach of terms for the established payment or its partial payment;

b) the employer' s demand that employee fulfills his labour obligations in the absence of some collective or individual protection systems or in the event that fulfillment of the required work implies danger to the life or health of the employee or his neighbor.

c) the work imposed in the situation created by calamities or any other danger, as well as the work which is a part of the normal civil obligations established by the law.

#### Article 8 Prohibition of discrimination in the field of labor

(1) In the framework of the labour relations shall operate the principle of equality in rights of all employees. Any direct or indirect employee discrimination based on his gender, age, race, ethnicity, political option, social origin, residence, handicap, status or trade union activity, as well as other criteria not related to his professional qualities, shall be prohibited.

(2) Establishment of some differences, exceptions, preferences or employees' rights, determined by the specific requirements of a certain work, established by the legislation in force, or by the state special care towards persons requiring an increased social and legal protection, shall not represent discrimination.

#### Article 9 Employee' s main rights and obligations

(1) Employee shall have the right:

a) to conclude, modify, suspend and cancel the individual labour contract, in the manner established by the present code;

- b) for work, according to the clauses of the labour individual contract;
- c) for a workplace, following the conditions stipulated by the state standards regarding organization, labour protection and hygiene and by the collective labour contract and collective conventions;
- d) to receive the wage in due time and in full, in accordance with his qualification, complexity, quantity and quality of the performed work;
- e) for rest, assured by the establishment of the normal working time duration, by reduction of the working time for certain professions and employee categories, by granting rest days, holiday nonworking days and paid annual leaves;
- f) to be informed fully and correctly about the working conditions and requirements towards labour protection and hygiene at the workplace;
- g) to apply to employer, patronage, trade unions, bodies of the central and local public administration, bodies of labour jurisdiction;
- h) for professional training, improvement, in accordance with the present code and other normative documents;
- i) to freely join the trade unions, including creation of trade union organizations and joining them for the purpose of protection of his labour rights, freedom and his legal interests;
- j) for participation in the administration of the entity, in accordance with the present code and collective labour contract;
- k) to carry on collective negotiations and conclude collective labour contract and collective conventions, through his representatives, to be informed about execution of the respective contracts and conventions;
- l) to defend, by methods non-prohibited by the law, his labour rights, freedom, and his legal interests;
- m) to solve the individual labour litigations and collective labour conflicts, including the right for strike, in the manner established by the present code and other normative documents;
- n) to repair the material and moral damage caused in connection with fulfillment of the labour obligations, in the manner established by the present code and other normative documents;
- o) for social and medical insurance, in the manner established by the legislation in force.

(2) The employee shall be obliged:

- a) to fulfill conscientiously the labour obligations stipulated by the individual labour contract;
- b) to fulfill he established labour norms;
- c) to respect the entity internal regulations;
- d) to respect the labour discipline;
- e) to respect the requirements of labour protection and hygiene;
- f) to show careful attitude towards the goods of the employer and other employees;
- g) to inform the employer or directly the head about any situation that is

dangerous to the life and health of the people and for integrity of the employer property.

#### Article 10 Employer's rights and obligations

(1) Employer shall have the right:

- a) to conclude, modify, suspend and cancel the individual labour contract with employees, in the manner and conditions established by the present code or other normative documents;
- b) to request from employees that they fulfill the labour obligations and to show a careful attitude towards the employer assets;
- c) to stimulate employees for an efficient and conscientious work;
- d) to call the employees for disciplinary and material responsibility in the manner established by the present code and other normative documents;
- e) to issue normative documents at entity level;
- f) to create patronages for representing and defending his interests and to join them;

(2) Employer shall be obliged:

- a) to respect the laws and other normative documents, clauses of the individual labour contract and collective conventions;
- b) to respect the clauses of the individual labour contracts;
- c) to approve annually the staff of the entity;
- d) to give the employees the work stipulated by the individual labour contract;
- e) to provide the employees with working conditions corresponding to the requirements of labour protection and hygiene;
- f) to provide employees with equipment, instruments, technical documentation and other needed means for fulfilling working obligations;
- g) to ensure a pay equal to an equal value work;
- h) to pay the wage in full following the terms provided in the present code, in the labour collective contract and in individual labour contracts;
- i) to carry out collective negotiations and conclude collective labour contract in the manner established by the present code;
- j) to supply the representatives of employees with complete and truthful information necessary for the conclusion of the labour collective contract and control over his fulfillment;
- k) to fulfill in due time the instructions of the state supervision and control bodies, to pay the penalties applied for violating the legislative documents and other normative documents containing norms of labour right;
- l) to examine the appeals of the employees and their representatives regarding breaches of the legislative documents and other normative documents comprising norms of labour right, to take measures for their removal, informing the mentioned persons about it in accordance with the terms established by the law;

- m) to create conditions for participation of the employees in the administration of the entity in the manner established by the present code and other normative documents;
- n) to provide the employees with social-sanitary conditions needed for fulfillment of labour obligations;
- o) to draw up the obligatory social and medical insurance of the employees in the manner established by the legislation in force;
- p) to repair the material and moral damage caused to employees in connection with fulfillment of the labour obligations in the manner established by the present code and other normative documents;
- r) to fulfill other obligations established by the present code, other normative documents, collective conventions, collective and individual labour contract.

#### Article 11 Normative and contractual regulation of labor relations

(1) The minimum level of labour rights and guarantees for employees are established by the present code and other normative documents containing norms of labour right.

(2) Individual labour contracts, collective labour contract and collective conventions can establish for employees labour rights and guarantees additionally to those stipulated by the present code and other normative documents;

#### Article 12 Nullity of the clauses from individual labor contracts, collective labor contracts and collective conventions or from legal documents issued by public administration authorities that worsen the situation of the employees

Clauses from the individual labour contract, collective labour contracts and collective conventions or from legal documents issued by public administration authorities mentioned in art. 4 letter d) and e) which worsen the situation of employees in comparison to labour legislation, shall be null and not effective.

#### Article 13 Priority of the treaties, conventions, agreements and other international documents

If the treaties, conventions, agreements or other international documents to which Moldova is party stipulate other provisions than the ones established by the present code, the international regulations shall have priority.

#### Article 14 Calculation of the terms stipulated by the present code

(1) The terms to which the present code links the appearance or ceasing of the labour relations starts flowing on the day immediately following the day of



appearance or ceasing of the labour rights and obligations.

(2) The terms calculated in years, months or weeks expire on the respective date of the last year, last month or week. The term calculated in weeks or calendar days includes also the nonworking days.

(3) If the term calculated in months expires in the month the number of days of which is more or less that of the month when the flowing term has started, then the day of the term expiration shall be considered the last day of the month when the term expires.

(4) If the last day of the term is not a working day, the day of the term expiration shall be deemed to be the first immediately following working day.

## **Title II SOCIAL PARTNERSHIP IN THE FIELD OF LABOUR**

### Chapter I GENERAL PROVISIONS

#### Article 15 Notion of social partnership

Social partnership represents a system of relations established between employees (employee representatives), employers (representatives of the employers) and the respective public authorities in the process of determining and fulfilling the social and economic interests and rights of the parties.

#### Article 16 Parties of social partnership

(1) The parties of social partnership at entity level are employees and employers as representatives empowered in the established manner.

(2) The parties of social partnership at national, branch and territorial levels are trade unions, patronages and the corresponding public authorities, as representatives empowered in the established manner.

(3) Public authorities are a party of the social partnership in the cases when they act as employers or as their representatives empowered by law or by other employers.

#### Article 17 The main principles of social partnership

The main principles of social partnership are:

- a) lawfulness;
- b) parties' equality;
- c) parity of parties' representation;



- d) empowerments of the parties' representatives;
- e) interest of the parties for participation in the contractual relations;
- f) the respecting by the parties of the norms of the legislation in force;
- g) mutual trust between parties;
- h) assessment of real possibilities of fulfillment of obligations;
- i) priority of methods and procedures of conciliation and the obligatory consultation with the parties on the issues related to labour field and social policies;
- j) renouncing to unilateral actions which violate the agreements (collective labour contracts and collective conventions) and mutual familiarization of the parties with the changes of situation;
- k) taking decisions and undertaking actions within the limits of the rules and procedures coordinated by parties;
- l) obligatory execution of the collective labour contracts, collective conventions and other agreements;
- m) control over fulfillment of collective labour contracts and collective conventions;
- n) parties' responsibilities for failing to respect the assumed responsibilities;
- o) state favoring of the social partnership development.

#### Article 18 System of social partnership

The system of social partnership includes the following levels:

- a) national level establishes the bases of regulation of social-economic and labour relations in the Republic of Moldova;
- b) branch level establishes the bases of regulation of the relations in the labour and social fields within a certain branch (branches) of the national economy;
- c) territorial level- establishes the bases of regulation of the relations in the labour and social fields in the administrative-territorial entities of second level;
- d) entity level establishes the concrete mutual obligations between employees and employer in the labour and social fields

#### Article 19 Forms of social partnership

The social partnership shall be carried out by:

- a) collective negotiations regarding elaboration of drafts of collective labour contracts and collective conventions and their conclusion on bi- or tripartite bases, through representatives of the social partnership parties;
- b) participation in the examination of drafts of the normative documents and proposals regarding the social-economic reforms, in the improvement of labour legislation, assurance of civil conciliation, settlement of collective labour conflicts;

- c) mutual consultations (negotiations) on issues related to regulation of work relations and relations directly related to them;
- d) participation of employees (their representatives) in the entity administration;

## Chapter II REPRESENTATIVES OF THE EMPLOYEES AND EMPLOYERS WITHIN THE SOCIAL PARTNERSHIP

### Article 20 Representatives of employees within the social partnership

- (1) Representatives of employees within the social partnership are the trade union bodies at national, territorial, branch and entity levels, empowered in accordance with the statutes of the trade unions and legislation in force.
- (2) Interests of the entity employees within the social partnership in collective negotiations, in conclusion, modification and amendment of the collective labour contract, in carrying out the control over its fulfillment, as well as in the performance of the right of participation in the entity administration shall be represented by the entity trade union body, if absent by other representatives elected by the entity employees.
- (3) Interests of employees within the social partnership at territorial, branch and national levels – in collective negotiations, in conclusion, modification and amendment of the collective conventions, in settlement of collective labour conflicts, including in conclusion, modification or amendment of the collective conventions, when carrying out the control over their fulfillment– are represented by the respective trade union bodies

### Article 21 Elected employees' representatives

- (1) Employees who are not trade union members shall have the right to empower the trade union body to represent their interests in the labour relations with the employer.
- (2) In the entities which do not have trade unions, the employee interests can be defended by their elected representatives.
- (3) Representatives of the employees shall be elected within the general assembly (conference) of the employees, with the vote of at least half of the total number of the entity employees (delegations).
- (4) The number of elected representatives of the employees shall be established by the general assembly (conference) of employees, taking into account the entity staff number.

(5) The empowerments of the elected representatives of employees, manner of their performance, as well as the duration and limits of their mandate, shall be established by the general assembly (conference) of employees.

Article 22 Employer's obligation to create conditions for the activity of the employees' representatives within the social partnership

Employer is obliged to create conditions for the activity of the employees' representatives in accordance with the present code, Trade Union Code, other normative documents, collective conventions and collective labour contract.

Article 23 Representatives of the employers within the social partnership

(1) Representatives of the employer in collective negotiations, in conclusion, modification or amendment of the collective labour contract are the entity head or persons empowered by him in accordance with the present code, other normative documents and documents of entity constitution.

(2) In collective negotiations, in conclusion, modification or amendment of the collective conventions, as well as in settlement of the collective labour conflicts related to conclusion, modification or their amendment, the interests of employers are represented by patronages, upon the case.

Article 24 Other representatives of employers within the social partnership

The state and municipal enterprises, as well as the organizations and institutions financed from the national public budget, can be represented by the central and local public administration authorities empowered by law or by the heads of these enterprises, organizations and institutions.

### Chapter III

#### BODIES OF THE SOCIAL PARTNERSHIP

Article 25 Bodies of the social partnership

(1) In order to regulate the social-economic relations in the field of social partnership, the following structures are created:

- a) at national level National Commission for consultations and collective negotiations;
- b) at branch level branch commissions for consultations and collective negotiations;
- c) at territorial level territorial commissions for consultations and collective negotiations;
- d) at entity level commissions for social dialog "employer employees".

(2) The creation and activity of the commissions at national, branch and

territorial levels shall be regulated by the organic law, but of the commissions on the entity level by standard regulations, approved by the National Commission for consultations and collective negotiations.

## Chapter IV

### COLLECTIVE NEGOCIATIONS

#### Article 26 Carrying on joint negotiations

(1) The representatives of the employees and employers shall have the right to initiate and participate in collective negotiations for elaboration, conclusion, modification or amendment of the collective labour contract or collective conventions.

(2) The representatives of the parties to whom the written proposal of starting collective negotiations has been transmitted, are obliged to start them within 7 calendar days from the date of notification.

#### Article 27 Manner of carrying on collective negotiations

(1) Participants in the collective negotiations shall be free to choose the issues to be the subject of regulation of the collective labour contracts and collective conventions.

(2) In the entities where part of the employees are not trade union members, they shall have the right, according to the art.21 paragraph (1), to empower the trade union body to represent their interests in negotiations.

(3) In the entities where the trade unions are not created, employee interests shall be expressed, according to art. 21 paragraph (2) by the elected representatives of the employees.

(4) If there are more than one trade union bodies at national, branch or territorial level, a unique representative body is created to carry on collective negotiations, elaborate the project of collective convention and its conclusion. Creation of the representative body is effected on the basis of the principle of proportional representation of trade union bodies, depending on the number of trade union members.

(5) The right to participate in collective negotiations, to sign collective conventions on behalf of employees at national, branch or territorial level belongs to the corresponding trade unions (trade union associations). In the event that, at the respective level, there are several trade unions (trade union associations), each of them shall benefit from the right to be represented by the unique representative body for carrying on the collective



negotiations. In case of absence of agreement regarding creation of an unique representative body for carrying on collective negotiations, the right to carry on collective negotiations belongs to the trade union (trade union associations) with the highest number of members.

(6) The parties are obliged to supply each other with the needed information for carrying on collective negotiations the latest 2 weeks from the moment of request.

(7) Participants in the collective negotiations, other persons involved in the collective negotiations, shall have the obligation not to disclose the received information if it is a state or commercial secret. Persons who disclosed the respective information shall carry disciplinary, material, administrative, civil or material responsibility, in the manner established by the legislation in force.

(8) The terms, place and manner of carrying on the collective negotiations shall be established by the parties that participate in the respective negotiations.

#### Article 28 Regulation of divergences

If in the course of collective negotiations, no coordinated decision on all or some of the tackled issues has been adopted, an official report on the existing divergences shall be drawn up. The regulation of divergences which appeared in the process of collective negotiations regarding conclusion, modification or amendment of the collective labour contract or collective convention, takes place in the manner established by the present code.

#### Article 29 Guarantees and compensations for participants in the collective negotiations

(1) Persons who participate in collective negotiations, in elaboration of the draft of collective labour contract or collective convention, shall be released from their main work, but with keeping their average wage for the time period established by the parties' agreement, but not more than 3 months.

(2) All expenses related to participation in collective negotiations shall be compensated in the manner established by the legislation in force or collective convention. The work of the experts, specialists and mediators shall be remunerated by the inviting party, unless the collective labour contract or collective convention stipulates otherwise.

(3) The representatives of the employees who participate in collective negotiations, during the time they are carried on, cannot be subject to



disciplinary sanctions, transferred to another work or dismissed without preliminary consent of the body which empowered them, except the dismissal cases stipulated by the present code for committing some disciplinary breaches.

## Chapter V COLLECTIVE LABOUR CONTRACTS AND COLLECTIVE CONVENTIONS

### Article 30 Collective labour contract

- (1) Collective labour contract is the legal document which regulates the labour relations and other social relations in the entity, concluded in writing between the employee and employer by their representatives.
- (2) Collective labour contract can be concluded on the entity as a whole, as well as on its branches and representatives.
- (3) When the collective labour contract is concluded within one branch or representative of the entity, its party shall be the head of the respective subdivision, empowered by the employer for this purpose.

### Article 31 Contents and structure of the collective labour contract

- (1) The contents and structure of the collective labour contract shall be determined by the parties.
- (2) The collective labour contract can stipulate mutual commitments of the employees and employer regarding:
  - a) forms, systems and quantum of labour remuneration;
  - b) payment of the indemnities and compensations;
  - c) mechanism of regulation of labour remuneration, taking into account the inflation rate and achievement of the economic indices stipulated by the collective labour contract;
  - d) working and rest time, as well as the issues related to how they shall be granted and leave duration.
  - e) improvement of the working conditions and labour protection of employees, including women and juniors;
  - f) respecting the interests of employees in case of privatization of the entity and housing patrimony belonging to it;
  - g) ecological safety and protection of employees' health during the production process
  - h) guarantees and facilities granted to employees who combine working activity with studies;
  - i) health recovery, rest of the employees and members of their families;
  - j) control over execution of the collective labour contract clauses, procedure of its modification and amendment;
  - k) assurance of some normal activity conditions for employees representatives;
  - l) parties' responsibility;

m) renouncement to strike in case of fulfillment of conditions of the collective labour contract; as well as

n) other commitments determined by parties;

(3) The collective labour contract can stipulate, depending on the economic-financial situation of the employer, facilities and advantages for employees, as well as working conditions more favorable in relation with those stipulated by the legislation in force and collective conventions;

(4) The collective labour contract can include also normative clauses, if they do not contradict with the legislation in force.

Article 32 Elaboration of the draft of the labour collective contract and its conclusion

(1) The draft of the labour collective contract shall be elaborated by the parties in accordance with the present code and other normative documents.

(2) If no agreement upon certain provisions of the draft of the collective labour contract has been reached within 3 months from the date of starting negotiations, the parties are obliged to sign the contract only on the agreed clauses, drawing up, simultaneously, an official report on the existing divergences.

(3) Non-settled divergences shall constitute the subject of some further collective negotiations or shall be settled in accordance with the present code and other normative documents.

Article 33 Action of the labour collective contract

(1) Labour collective contract comes into force from the moment of signing by parties or from the date established in the contract.

(2) Labour collective contract shall keep being effective in case of changing the entity name or canceling the collective labour contract with the entity head.

(3) In case of entity reorganization by fusion (merging and absorption), breaking up (splitting and separation) and transformation or in case of entity liquidation, the collective labour contract shall continue to be effective during all the process of reorganization or liquidation.

(4) In case of change of the entity's type of ownership, collective labour contract shall continue to be effective within 6 months from the moment of transmittance of the property right.

(5) In case of reorganization or change of the entity ownership type, either party can propose to the other party to conclude a new collective labour contract or extend the previous contract.

(6) When the collective labour contract expires, it shall continue to be effective until the moment of conclusion of a new contract or until parties decide to extend it.

(7) Under the collective labour contract signed on the entity as a whole, fall all the entity' s employees, branches and its representatives.

Article 34 Modification and amendment to the labour collective contract  
Modification and amendment to the labour collective contract shall be made in the manner established by the present code for contract conclusion.

Article 35 Collective convention

(1) Collective convention is a legal document establishing the general principles of regulation of labour relations and social-economic relations directly related to labour relations, which is concluded by the empowered representatives of the employees and employers at national, territorial and branch levels, within the limit of their competencies.

(2) The collective convention can include clauses regarding:

- a) labour remuneration;
- b) working conditions and labour protection;
- c) working and rest regime;
- d) social partnership development;
- e) other issues determined by the parties.

Article 36 Contents and structure of the collective convention

Contents and structure of the collective convention shall be established through the consent of the parties' representatives, who are free to choose the problems to be negotiated and included in the convention.

Article 37 Manner of elaboration and conclusion of the draft of the collective convention

(1) Collective convention draft shall be elaborated within collective negotiations.

(2) Negotiation, conclusion and modification of the collective convention clauses at the respective level, of the clauses which stipulate allocation of some budgetary means, shall be usually made by the parties before elaboration of the corresponding budget project for the corresponding financial year corresponding to the term of the convention action.

(3) Manner and terms of elaboration of the draft of collective convention and its conclusion shall be established by the social partnership body of the corresponding level.

(4) Non-settled divergences shall constitute the subject of some further collective negotiations or shall be settled in accordance with the present code and other normative documents.

(5) Collective convention shall be signed by the parties' representatives.

#### Article 38 Action of the collective convention

(1) Collective convention concluded at national level (general Convention) shall enter into force on the date of its publication in the Official Gazette of the Republic of Moldova.

(2) The rest of the collective conventions shall come into force on the date of their registration, according to the provisions of the art.40, or on another date mentioned in the text of the respective convention, but not earlier than the date of registration.

(3) The term of the collective convention shall be established by the parties and cannot be less than one year.

(4) If employees fall simultaneously under the action of more than one collective convention, priority shall be granted to the convention with more favorable provisions.

(5) Under the action of the collective convention fall employees and employers who empowered their representatives to participate in collective negotiations, to elaborate and conclude collective convention on their behalf, public authorities within the limits of the assumed commitments, as well as the employees and employers who joined the convention after its conclusion.

(6) Under the action of the collective convention fall all employers-members of the patronage which concluded the convention. The ceasing of being the member of the patronage shall not release the employer from the obligation to respect the provisions of the convention concluded in the period of his membership in the patronage.

(7) Manner of publication of the collective conventions concluded at branch and territorial levels shall be established by the parties.

#### Article 39 Modification and amendment to the collective convention



Modification and amendment to the collective convention shall take place in the manner established by the present code for convention conclusion.

Article 40 Registration of the collective labour contracts and collective conventions

(1) Collective labour contracts shall be submitted, within 7 calendar days from the date of signing, for registration in the territorial labour inspectorate.

(2) Collective conventions at branch and territorial levels shall be submitted, within 7 calendar days from the date of signing, for registration in the Ministry of Economy and Trade.

(3) Collective convention at national level shall not be subject to registration.

Article 41 Control over execution of the labour collective contract and of the collective convention

(1) Control over execution of the labour collective contract and of the collective convention shall be performed by the parties of the social partnership, by their representatives and by the Labour Inspection, according to the legislation in force.

(2) During the carrying out of the respective control, the representatives of the parties are obliged to exchange the needed information for this purpose.

## Chapter VI

### PARTICIPATION OF EMPLOYEES IN THE ENTITY ADMINISTRATION

Article 42 Right of the employees to participate in the administration of the entity and forms of participation

(1) Right of the employees to participate in the entity administration, directly or through their representative bodies, and the forms of participation, are regulated by the present code and other normative documents, by the documents of entity constitution and labour collective contract.

(2) Participation of employees in the entity administration shall consist in :

- a) participation in elaboration of drafts of normative documents at entity level in the social-economic field;
- b) asking the opinion of the employees' representatives in issues related to



- rights and interests of the labour collective;
- c) collaboration with employer within social partnership;
- d) other forms which do not contradict with the legislation in force;

## Chapter VII

### RESPONSIBILITY OF THE SOCIAL PARTNERSHIP PARTIES

Article 43 Responsibility for dodging participation in the collective negotiations and for the refusal to present the information needed for carrying on the collective negotiations and performing the control over execution of the collective labour contract and of the collective contract

(1) Representatives of the parties who dodge participation in collective negotiations regarding conclusion, modification and amendment to the collective labour contract or collective convention or who refuse to sign the negotiated collective labour contract or collective convention shall be held accountable in accordance with the legislation in force.

(2) Persons guilty for failing to present the information necessary to carry out collective negotiations and perform control over execution of the collective labour contract, as well as persons guilty for presentation of incomplete and incorrect information, shall bear responsibility in accordance with the legislation in force.

## Title III INDIVIDUAL LABOUR CONTRACT

### Chapter I

#### GENERAL PROVISIONS

Article 45 Notion of individual labour contract

Individual labour contract is the agreement between employee and employer, by which the employee agrees to perform a work of a certain specialty, qualification or function, to respect the internal entity regulations and the employer agrees to create for him working conditions, stipulated by the present code, by other normative documents that contain norms of labour right, by collective labour contract, as well as to pay in due time and in full the wage.

Article 46 Parties of the individual labour contract

- (1) Parties of the individual labour contract are employee and employer.
- (2) Physical person acquires work capacity when he reaches the age of 16

years.

(3) Physical person will be also able to conclude an individual labour contract when he is 15 years old, having the written consent of parents or legal representatives, provided that the work to be performed shall bring no damage to his health, development, training and professional grounding.

(4) It is prohibited to employ persons less than 15 years of age, as well as to employ persons deprived by the court of the right to have certain jobs or carry out a certain activity related to the respective positions.

(5) Any person, physical or legal, regardless of the ownership type and legal form of organization, who uses waged labour, can be employer – party of the individual labour contract.

(6) Employer legal entity can conclude individual labour contracts from the moment of acquiring the status of legal entity.

(7) Employer–legal entity can conclude individual labour contracts from the moment of acquiring full performance capacity.

(8) It is prohibited to conclude the individual labour contract for the purpose of performing an unlawful or immoral work.

(9) A party of the individual labour contract can be the citizens of the Republic of Moldova, foreign citizens and stateless persons, except the cases stipulated in the legislation in force.

#### Article 47 Employment guarantees

(1) Reasonless employment refusal is prohibited.

(2) At conclusion of the individual labour is prohibited to directly or indirectly limit the rights or establish some direct or indirect advantages based on gender, race, religion, ethnicity, residence, political option or social origin.

(3) Employer' s refusal to recruit shall be drawn up in writing, with indication of the information stipulated in the art. 49 paragraph (1) letter b) and can be appealed in the court.

#### Article 48 Right of the person who is being employed to be informed about the clauses of the individual labour contract

Before conclusion of the individual labour contract, employer shall have the obligation to inform the person who requires employment about the main clauses of the individual labour contract (art.49).

## Article 49 Contents of the individual labour contract

(1) The contents of the individual labour contract shall be determined by the parties' agreement, taking into account the provisions of the legislation in force, and shall include:

- a) employer' s name and surname;
- b) employer' s identification data;
- c) contract duration;
- d) date from which the contract starts to be effective;
- e) job obligations;
- f) risks related to the job;
- g) employee rights and obligations;
- h) employer rights and obligations;
- i) conditions of labour remuneration, including the job salary or the tariff salary, salary increases, bonuses and material help;
- j) compensations and payments;
- k) workplace;
- l) working and rest regime;
- m) trial period, depending on the case;
- n) duration of the annual rest leave and conditions of its entitlement;
- o) provisions of the individual labour contract and entity internal regulations regarding the employee working conditions;
- p) social insurance conditions;
- r) medical insurance conditions.

(2) Individual labour contract can also include some other provisions which shall not contradict with legislation in force;

(3) It is prohibited to establish for employee, through the individual labour contract, conditions under the level of those stipulated by the normative documents in force, collective conventions and collective labour contract;

(4) In the event that employee is going to carry out his activity abroad, employer has the obligation to put at his disposal, in proper time, all the information stipulated in the paragraph (1) and, additionally, the information about:

- a) duration of work abroad;
- b) currency of work remuneration, as well as the payment mode;
- c) compensations and advantages in currency and/or nature, related to leaving abroad;
- d) special insurance conditions.

(5) In case of employment in the Republic of Moldova of foreign citizens, the provisions of the interstate (intergovernmental) documents, to which Moldova

is party, with regard to legal status of the respective persons, shall be taken into consideration.

Article 50 Prohibition of requesting performance of a work which is not stipulated in the individual labour contract

Employer shall have no right to request the employee to do a work which is not stipulated in the individual labour contract, except cases stipulated by the present code.

Article 51 Specific clauses of the individual labour contract

(1) Besides general clauses provided in the art. 49, parties can negotiate and include in the individual labour contract specific clauses, such as:

- a) mobility clause;
- b) confidentiality clause;
- c) clauses referring to compensation of transport expenditures, compensation of municipal services, granting housing;
- d) other clauses which do not contradict with the legislation in force;

(2) In exchange of respecting some of the clauses stipulated in the article (1), employee can benefit from a specific indemnity and/or other rights, according to the individual labour contract. In case of failing to respect these clauses, employee can be deprived of the granted rights and, depending on the case, can be obliged to repair the damage caused to the employer.

Article 52 Mobility clause

By the mobility clause, the employee shall be allowed to have an activity that doesn't imply a stable workplace within the same entity.

Article 53 Confidentiality clause

(1) By the confidentiality clause, parties agree, during all the period of the individual labour contract and maximum 3 months (one year for those with key positions) after its ceasing, not to disclose data or information which they acquired in the period of fulfillment of the individual labour contract, provided the conditions stipulated by the entity internal regulations, collective labour contract or individual labour contract.

(2) Failure to respect confidentiality shall attract the obligation of the culpable party to repair the caused damage.

Article 54 Duration of the individual labour contract

(1) Individual labour contract is usually concluded for a definite term.

(2) Individual labour contract can be also concluded for an indefinite term, which does not exceed 5 years, on conditions stipulated by the present code.



(3) The contract shall be deemed concluded for an indefinite term if its duration is not provided in the individual labour contract

#### Article 55 Definite term individual labour contract

Individual labour contract can be concluded for a definite term, according to the art. 54 paragraph (2), only for the purpose of execution of works of a temporary character, in any of the following cases:

- a) for the period of fulfillment of labour obligations by the employee whose individual labour contract is suspended, except the cases when he is on strike, or for the period when he is on one of the leaves stipulated in the art. 112, 120, 123, 124, 126, 178, 299 and 300;
- b) for the period of fulfillment of some temporary works with a duration up to 2 months, as well as in the case of some seasonal works, which despite weather conditions, can be carried out only during one period of the year;
- c) with persons transferred outside the Republic of Moldova to perform the work;
- d) for the period of professional instruction and training of the employee in another entity;
- e) with persons who study in education institutions on daytime classes;
- f) with retired persons, according to legislation in force, for the retirement age or length of service (or who obtained the right for pension due to retirement age or length of service) and are not employed for a period of up to 2 years, that after expiration can be extended by parties following the conditions of the art. 54 paragraph (2) and of the art. 68 paragraph (1) and paragraph (2) letter a);
- g) with scientific workers from research-development institutions, with teaching staff and rectors of higher university education, as well as directors of colleges, following the results of the contest carried out in accordance with the legislation in force;
- h) when employees are selected, for a definite period of time, to occupy elective positions in central and local public administration, as well as in trade union bodies, patronages, other non-commercial organizations and commercial entities;
- i) with heads of the organization, their deputies and chief-accountants of the entities;



- j) for the period of fulfillment by unemployed people of public works, remunerated in the manner established by the Government;
- k) for the period of fulfillment of one work;
- l) with creative workers from art and culture;
- m) with employees from religious associations; as well as
- n) in other cases stipulated by the legislation in force.

## Chapter II

### CONCLUSION AND EXECUTION OF THE INDIVIDUAL LABOUR CONTRACT

#### Article 56 Conclusion of the individual labour contract

(1) Individual labour contract shall be concluded following negotiations between employee and employer. Conclusion of the individual labour contract can be preceded by specific circumstances (contest organization, election in position etc.).

(2) Employee shall have the right to conclude individual labour contracts, simultaneously, with other employers (holding extra job(s) besides the main job), if this is not prohibited by the legislation in force;

(3) Individual labour contract shall be drawn up in two exemplars, shall be signed by parties, shall be assigned a number from the entity register and shall stamped with the entity stamp. One exemplar of the individual labour contract shall be handed over to the employee, but the other one shall be kept with the employer.

#### Article 57 Documents to be presented at the conclusion of the individual labour contract

(1) When individual labour contract is concluded, the employed person presents the employer the following documents:

- a) identity card or another identity document;
- b) labour book, except the cases when the person is employed for the first time or is employed on an extra-job (second job) basis;
- c) documents of military record for recruits and reservists;
- d) diploma of studies, certificate of qualification confirming a special background for professions that require special knowledge or skills;
- e) medical certificate, in the cases stipulated by the legislation in force;

(2) Employers are prohibited from asking persons whom they employ to submit other documents than those stipulated in the paragraph (1).

#### Article 58 Form and start of the individual labour contract

(1) Individual labour contract shall be concluded in writing.

(2) Individual labour contract shall start to be effective from the day of signing, unless the contract provides otherwise.

(3) If the contract has not been drawn up in writing, it shall be deemed to have been concluded for an indefinite term and shall start to be effective in the day the employee has been admitted to work by employer or another person holding a key position in the entity, empowered with staff employment.

(4) In case of employment without respecting the corresponding written form, employer is also obliged, following the control official report of the labour inspectorate, to work out the individual labour contract according to the provisions of the present code.

#### Article 59 Preliminary verification

(1) Individual labour contract can be preceded by a preliminary verification of the candidate's professional skills and personal data, except the cases stipulated in the art. 62 letter a)-h), as well as in the case when the parties agreed upon establishment of a trial period for the employee according to the art. 60.

(2) Manner of carrying out the verification stipulated in the paragraph (1) is established by the employer in accordance with the provisions of the individual labour contract, of the documents that determine the professional status and of the entity internal regulations.

(3) The information required, under any form, from the candidate by the employer for the purpose of preliminary verification cannot have other purpose than assessment of the candidate's capacity to fulfill the duties related to the respective position, as well as of his professional skills.

(4) Employer can require from third persons information regarding the candidate's personal data only with a preliminary announcement of the candidate about it.

(5) On the basis of preliminary verification of the candidate's professional skills and personal data, employer shall decide to hire or not the respective person.

(6) In case of refusal, candidate shall have the right to request from

employer to reason the refusal in writing.

#### Article 60 Trial period

(1) In order to verify the employee's professional skills, at conclusion of the individual labour contract, can be established for the employee a trial period of maximum 3 months and maximum 6 months for persons with key positions. In case of employing non-qualified workers, trial period shall be established as an exception and cannot exceed 15 calendar days.

(2) The trial period shall not include the period of employee's medical leave and other periods when he was absent from work for wellgrounded reasons, confirmed by documents.

(3) The clause concerning the trial period must be stipulated in the individual labour contract. If such a clause is absent, it shall be deemed that the employee has been employed without a trial period.

(4) Within the trial period, the employee shall benefit from all rights and shall fulfill the obligations stipulated by the labour legislation, entity internal regulations, collective contract and individual labour contract.

(5) Only one trial period can be established within the period of validity of the individual labour contract.

#### Article 61 Trial period for employees hired on the basis of definite term individual labour contract

Employees hired on the basis of definite term individual labour contract can be subject to a trial period which shall not exceed:

- a) 15 calendar days for a duration of the individual labour contract between 3 and 6 months;
- b) 30 calendar days for a duration of the individual labour contract more than 6 months;

#### Article 62 Forbiddance of trial period application

Application of the trial period shall be prohibited in case of concluding the individual labour contract with:

- a) young specialists, graduates from polyvalent professional schools and vocational schools;
- b) persons of the age up to 18 years of age;
- c) persons hired as result of a contest;
- d) persons transferred from one entity to another;
- e) pregnant women;
- f) disabled persons;
- g) persons selected for elective positions;

- h) persons hired on the basis of individual labour contract of a duration up to 3 months
- i) persons hired on the basis of preliminary verification results according to art. 59.

#### Article 63 Result of the trial period

- (1) If the individual labour contract didn't cease during the trial period, for reasons stipulated in the present code, the action of the contract shall continue and the future ceasing shall take place on general bases.
- (2) If result of the trial period is not satisfactory, this fact shall be stipulated in the order (command, decision) regarding the employee dismissal, which shall be issued by the employer until expiration of the trial period, without paying the indemnity for work dismissal. Employee shall have the right to appeal the dismissal in the court.

#### Article 64 Execution of the individual labour contract

- (1) Rights and obligations related to work relations between employer and employee are established through negotiations and are stipulated in the collective and individual labour contracts, except cases stipulated by the law.
- (2) Employees cannot renounce to their rights recognized by the present code. Any agreement with regard to renouncing to the rights recognized for the employees or their limitation is null.
- (3) In case of reorganization, integral or partial transmittance of the ownership right for an entity, the successor shall take over the rights and obligations, existing at the moment of reorganization or transmittance, resulting from the collective and individual labour contracts.

#### Article 65 Drawing up employment documents

- (1) Employment shall be performed following the employer's order (command, decree, decision), which shall be emitted on the basis of individual labour contract negotiated and signed by parties.
- (2) The employment order (command, decree, decision) must be brought to notice to the employee, and signed by the employee, within 3 calendar days from the date of signing by parties of the individual labour contract.
- (3) When the employee is employed or transferred to another work according to the provisions of the present code, the employer is obliged to:
  - a) inform him about the work he is assigned to do, labour conditions, his rights and obligations;
  - b) inform him about the entity internal regulations and collective labour



contract;

c) inform him about security rules, labour hygiene, anti-fire security measures and other rules of labour protection.

#### Article 66 Labour book

(1) Labour books of the employees who work for more than 5 working days are kept in the entity.

(2) In the labour books are entered data regarding the employee, his work activity and stimulations for the favorable results he achieved in the entity. The information about disciplinary sanctions is not mentioned in the labour book.

(3) The records in the labour book regarding the reasons for ceasing the individual labour contract shall be entered according to the provisions of the legislation in force, with indication of the corresponding article, paragraph, point and letter from the law.

(4) In case of ceasing of the individual labour contract at employee's initiative, for reasons to which the legislation link the possibility of granting some facilities and advantages, the entering of the record regarding ceasing of the individual labour contract shall be made with indication of these reasons.

(5) When the individual labour contract ceases, the labour book shall be returned to the employee in the day of release from work.

(6) The manner of amendment, storage and record keeping of the labour books shall be determined by the Government.

#### Article 67 Certificate regarding the work and wage

Employer shall be obliged to issue for the employee, at his written request, within 3 working days, a certificate of work within the respective entity, in which the information about the specialty, qualification, function, work duration and wage quantum is going to be mentioned.

### Chapter III

#### MODIFICATION OF THE INDIVIDUAL LABOUR CONTRACT

#### Article 68 Modification of the individual labour contract

(1) Individual labour contract can be modified only through an additional labour agreement signed by parties, which is annexed to the contract and becomes an integral part of it.



(2) Modification of the individual labour contract shall be considered any change referring to:

- a) contract duration;
- b) workplace;
- c) work peculiarities (hard, harmful and/or dangerous conditions, introduction of specific clauses according to the art. 51 etc.)
- d) labour remuneration quantum;
- e) working and rest regime;
- f) specialty, profession, qualification, job;
- g) character of facilities, manner of their granting .

(3) Unilateral modification by the employer of the individual labour contract clauses other than those specified in the paragraph (2), shall be possible, as an exception, only in cases and on conditions stipulated by the present code. In these cases, the employee shall be given a 2 month notice about the need to modify the individual labour contract.

#### Article 69 Temporary change of the workplace

(1) The workplace can be changed by the employer temporarily when employee travels for work purpose or is detached in accordance with the art. 70 and 71.

(2) For the duration of traveling for work purpose or detachment, employee shall keep his job, average wage and other right stipulated in the collective and individual labour contract.

#### Article 70 Traveling for work purpose

Employee can be sent on a trip for work purpose for maximum 60 calendar days, in the manner and conditions stipulated in the art. 174-176.

#### Article 71 Detachment

(1) Detachment of the worker to another workplace shall be possible only with the written agreement of the employee, for a period up to one year.

(2) In case of necessity, the period of detachment can be extended, with the parties' agreement, by maximum one year.

(3) Certain categories of employees (art. 302) can be detached for a period more than the period indicated in the paragraph (1).

(4) The detached employee shall have the right for compensation of the transport and accommodation expenditures, as well as for a special indemnity in accordance with the legislation in force, collective and/or individual labour contract.

(5) By detachment, the work specific character can modify, but only with the

written consent of the employee.

#### Article 72 Wages in case of detachment

(1) In case of detachment, remuneration shall be effected by the entity where the employee will be working. In case it faces insolvency, the labour payment obligation shall be transferred to the entity which detached the employee.

(2) If remuneration conditions or the rest time at the new workplace differ from those which the employee benefited from in the entity which detached him, more favorable conditions shall be created for the employee.

#### Article 73 Temporary change of work and work peculiarity

In case of appearance of a situation stipulated in the article 104 paragraph (2) letter a) and b), employer can change temporarily, for a period of maximum one month, the employee workplace and work specific character, without employee's consent and without introduction of the respective modifications in the individual labour contract.

#### Article 74 Transfer to another work and displacement

(1) Transfer of the employee to another permanent work within the same entity, with modification of the individual labour contract according to the art. 68, as well as employment by transfer to a permanent work in another entity or transfer to another locality together with the entity, is allowed only with both parties' agreement.

(2) Employee, who according to the medical certificate, requires an easier work, is going to be transferred, with his written consent, to another work, which is not contra-indicated to him. If employee refuses this transfer, the individual labour contract shall be terminated in accordance with the provisions of the art. 86 paragraph (1), letter x). In case of absence of the corresponding workplace, the individual labour contract shall be terminated according to the art. 86 paragraph (1) letter d).

(3) In case of transfer following the conditions of the paragraph (1) and (2), the parties shall introduce the necessary modifications in the individual labour contract according to the art. 68, on the base of the order (command, decision, decree) issued by the employer.

(4) Employee transfer to another workplace within the same entity, to another entity subdivision situated in the same locality, performance of the work at another mechanism or aggregate within the limit of specialization, qualification or job specified in the individual labour contract, shall not considered transfer and shall not require employee consent. In case of transfer, the employer shall emit an order (command, decision, decree) which

shall be brought to notice to the employee and signed by him, within 3 working days.

## Chapter IV

### SUSPENSION OF THE INDIVIDUAL LABOUR CONTRACT

#### Article 75 General notions

(1) Suspension of the individual labour contract can occur due to circumstances beyond parties' control, with parties' agreement or at the initiative of one of the parties.

(2) Suspension of the individual labour contract implies suspension of work performance by employee and of payment of the wage rights (wage, wage increases and other payments) by the employer.

(3) For the period of individual labour contract suspension, the rights and obligations of the parties, besides those stipulated in the paragraph (2), shall continue to be effective, unless the normative documents in force, collective conventions collective and individual labour contract stipulate otherwise.

(4) Suspension of the individual labour contract, except the cases stipulated in the art. 76 letter a) and b) shall be made following the employer's order (command, decision, decree), which shall be brought to notice to the employee, to be signed by the employee, the latest on the date of suspension.

#### Article 76 Suspension of the individual labour contract due to circumstances beyond parties' control

Individual labour contract shall be suspended in the following circumstances which are beyond parties' control:

- a) maternity leave;
- b) disease or traumatism;
- c) detachment;
- d) quarantine;
- e) incorporation in the military service of fixed period, military service of reduced period or in the civil service;
- f) force majeure, confirmed in the established manner, which does not impose ceasing of labour relations;
- g) sending to court the criminal file on committing the offence not compatible with the performed work, until court's decision comes into force;
- h) omission, due to the fault of the employee, of the period within which the medical examination shall be passed;
- i) revealing contraindications, according to medical certificate, which prohibit execution of the work specified in the individual labour contract;
- j) request of the bodies of control or law-enforcement, according to the

legislation in force;

k) coming to the workplace in a state of alcoholic, narcotic or toxic inebriation, established by the certificate issued by the concerned medical institution or by the document of the commission made of an equal number of employer' s and employee' s representatives;

l) going on strike, announced according to the present code;

m) establishment for a determined term of the degree of invalidity (disability) as consequence of an accident at the workplace or of an occupational disease; as well as

n) in other cases stipulated in the legislation in force.

Article 77 Suspension of the individual labour contract upon the parties' agreement

The individual labour contract shall be suspended upon parties' written agreement, in case of:

a) entitlement to an unpaid leave for a period of more than one month;

b) attending a professional refresher or training course, with work activity stoppage, for a period of more than 60 calendar days;

c) technical unemployment;

d) looking after a sick child up to 7 years of age;

e) looking after a disabled child up to 16 years of age; as well as

f) in other cases stipulated by the legislation in force.

Article 78 Suspension of the individual labour contract at the initiative of one of the parties

(1) The individual labour contract shall be suspended at employee' s initiative in case of:

a) leave for looking after the child up to 6 years of age;

b) leave with duration up to one year for looking after a family sick member, according to the medical certificate;

c) attending a professional refresher course outside the entity, according to the art 214 parag (3);

d) holding an elective position in public authorities, trade union bodies or patronage bodies;

e) unsatisfactory working conditions from labour protection point of view; as well as

f) from other reasons stipulated by the legislation.

(2) The individual labour contract can be suspended at employee' s initiative:

a) for the period of office investigation, carried out on the conditions of the present code;

b) for the period of detachment;

c) in other cases stipulated by the legislation.



Article 79 Manner of settling litigations related to suspension of individual labour contract

Litigations related to suspension of individual labour contract shall be settled in the manner established in the art. 354-356.

Article 80 Technical unemployment

(1) Technical unemployment represents temporary impossibility for the employer to continue production activity for economic objective reasons.

(2) The duration of the technical unemployment cannot exceed 3 months during one calendar year.

(3) During the technical unemployment, the employees shall be at employer's disposal, the employer having anytime the possibility to order restart of the activity.

(4) During technical unemployment, employees shall benefit from an indemnity that cannot be less than 75% from their main wage, except the cases of suspension of individual labour contract according to the art. 77 letter c).

(5) The manner in which employees will execute the obligation to be at employer's disposal, as well as the exact indemnity sum from which employees benefit during technical unemployment, are established by the order (command, decision, decree) of the employer, collective labour contract and collective conventions.

## Chapter V CEASING OF THE INDIVIDUAL LABOUR CONTRACT

Article 81 Reasons for ceasing of the individual labour contract

(1) Individual labour contract can be ceased :

- a) in the circumstances beyond parties' control (art. 82, 305 and 310)
- b) at the initiative of one of the parties (art. 85 and 86);

(2) In all the cases mentioned in the paragraph (1), the day of ceasing of the individual labour contract shall be considered the last working day.

Article 82 Ceasing of the individual labour contract due to circumstances beyond parties' control

Individual labour contract ceases beyond the parties' control in the event that:

- a) employee is dead, announced dead or declared missing by the court decision;
- b) employer-physical person is dead, announced dead or declared missing by the

court decision;

c) the court decision establishes the contract nullity from the date of coming into force of the respective decision, except cases stipulated in the art. 84 paragraph (3);

d) entity's authorization (license) of activity is withdrawn by the concerned organizations, from the date of its withdrawal;

e) pursuant to court decision the criminal sanction is applied to the employee, as consequence excluding the possibility to continue the work in the entity from the date of coming into force of the court decision;

f) definite term individual labour contract expires from the date provided in the contract, except the cases where labour relations actually continue and none of the parties requested their ceasing;

g) termination of the work stipulated by the individual labour contract concluded for the period of execution of a certain work;

h) end of the season, in case the individual labour contract is concluded for the execution of seasonal works

i) the head of the state entity or of the entity with state major capital reaches 65 years of age

j) force majeure, confirmed in the established manner, that excludes the possibility to continue labour relations;

k) other reasons stipulated in the article 305 and 310

Note:

1. Persons dismissed from work for the reason mentioned in letter i) can be employed for a definite period according to the art. 55 letter f), or in any other position, other than the entity head.

Article 83 Ceasing of the indefinite term individual labour contract

(1) In case of ceasing of the indefinite term individual labour contract due to its expiration, employer shall give the employee at least 10 working days notice.

(2) Definite term individual labour contract can cease before the term indicated in the contract only with the written parties' consent in the cases and manner established by the contract, except the cases specified in the present code.

(3) Definite term individual labour contract concluded for the period of fulfillment of the employee work obligations whose individual labour contract is suspended (art. 55 letter a)) ceases in the day of return of this employee

to work.

(4) If, at expiration of the definite term individual labour contract, none of the parties required its ceasing and the labour relations actually continue, the contract shall be deemed automatically extended for an undermined period.

(5) Definite term individual labour contract can cease before time in the cases stipulated in the art. 82 and 86, as well as by the written agreement of the parties in the cases stipulated in the art. 85 paragraph (2).

#### Article 84 Nullity of the individual labour contract

(1) Failure to respect any of the conditions on the conclusion of the individual labour contract, established by the present code, shall lead to its nullity.

(2) Establishment of the nullity of the individual labour contract shall produce effects for the future.

(3) Nullity of the individual labour contract can be removed by fulfilling the corresponding conditions imposed by the present code.

(4) In case one clause of the individual labour contract is affected by nullity, because it establishes, for the employee, rights under the limits imposed by the legislation, collective conventions or collective labour contract, it will be replaced automatically by minimum referring to this case legal, conventional or contractual provisions.

(5) Individual labour contract nullity shall be established by the court decision.

#### Article 85 Resignation

(1) Employee shall have the right to resign terminate the definite term individual labour contract at its own initiative, upon a written request, giving the employer 14 calendar days notice.

(2) In case of employee dismissal in connection with retirement, establishment of invalidity degree, leave for looking after the child, enrolment in an education institution, changing the place of living to another locality, looking after the child up to 14 years of age (of the disabled child up to 16 years of age), selection for an elective position, employment through contest in another entity, breach by the employer of the individual and/or collective labour contract, of the labour legislation, employer is obliged to accept resignation in the term indicated in the request.

(3) After expiration of the term indicated in the paragraph (1), employee shall have the right to cease the work, but employer shall be obliged to effect the full payment of the sums meant for employee and to deliver him the labour book and other documents related to his activity in the entity.

(4) Until expiration of the term indicated in the paragraph (1), employee shall have the right to withdraw his written statement (request) or to submit a new one, by which he annuls the first one. In this case, employer shall have the right to dismiss the employee only when, until withdrawal (annulment) of the submitted written statement (request), a new individual labour contract has been concluded with another employee, following the conditions of the present code.

#### Article 86 Dismissal

(1) Dismissal canceling at employer's initiative of the indefinite term individual labour contract or of the definite period individual labour contract shall be admitted for any of the following reasons:

- a) unsatisfactory results during the trial period (art. 63 paragraph (2));
- b) entity liquidation or ceasing of the employer-physical person activity;
- c) reduction of the employees' number or staff of the entity;
- d) establishment of the fact that the employee does not correspond to the held position or performed work due to his health condition, in accordance with the medical certificate;
- e) establishment of the fact that the employee does not correspond to the held position or performed work due to his insufficient qualification, confirmed by the decision of the certifying commission;
- f) change of the entity owner (with regard to the entity head, of his deputies, chief-accountant);
- g) repeated breach, within one year, of the labour obligations, if previously were applied disciplinary sanctions;
- h) absence from work, without having any well-grounded reasons, for more than 4 hours consecutively during the working day;
- i) coming to work in a state of alcoholic, narcotic or toxic inebriation, established in the manner provided in the art. 76 letter k);
- j) committing at the workplace of thefts (including in small amounts) from the entity patrimony, established by the court decision or body empowered with application of administrative sanctions;
- k) the employee who is directly dealing with material or financial goods commits some guilty actions if these actions can represent a reason for the employer to lose the trust in the respective employee;
- l) a teaching employee commits repeatedly during one year a serious breach of the statute of the education institution
- m) an employee holding a teaching position commits acts which are immoral and



- incompatible with the occupied position;
- n) a teaching employee applies, even once, physical or psychological violence on the persons he educates;
- o) groundless signing by the head of the entity (branch, subdivision), by his deputies or by the chief-accountant, of a legal document that caused material damages to the entity;
- p) serious breach, even once, of the labour obligations by the entity head, by his deputies or by the chief-accountant;
- r) presentation to the employer by the employee, at the conclusion of the labour contract, of some falsified documents (art.57 paragraph (1)), fact confirmed in the established manner.
- s) with respect to employees who exercise a profession, specialty or position on the extra job (second job) basis, an individual labour contract has been concluded with another person for whom this profession, specialty or position will be as a main job (article 273);
- t) reinstatement in the workplace, according to the court decision, of the person who fulfilled previously the respective work, if permutation or transfer of the employee to another work according to the present code are not possible;
- u) employee transfer to another entity with the consent of the transferred person and the consent of both employers;
- v) employee refusal to continue the work due to the change of the entity owner or its reorganization, as well as the transfer of the entity to subordinate to another body;
- x) employee refusal to be transferred to another work due to health reasons, according to medical certificate (art. 74, paragraph (2));
- y) employee refusal to be transferred to another locality due to entity movement to this locality (art.74 paragraph (1); as well as
- z) for other reasons stipulated by the present code and other legislative documents;

(2) It is prohibited to dismiss the employee while he is on medical leave, rest annual leave, study leave, leave for looking after the child up to 6 years of age, as well as on detachment, except the cases of entity liquidation.

#### Article 87 Prohibition of dismissal without consent of the trade union body

(1) Dismissal of employees trade union members in the cases stipulated in the art. 86 paragraph (1) letter c), d), e) g) and h) can take place only with the preliminary agreement of the entity' s trade union body (organizer). In the rest of the cases, dismissal shall be admitted with preliminary consultation with the trade union body (organizer) from the entity.

(2) Dismissal of the person elected in the trade union body and non-dismissed from the main workplace is admitted with respecting the general manner of

dismissal and only with the preliminary agreement of the trade union body of which the respective person is member.

(3) Heads of the primary trade union organization (trade union organizers) non-dismissed from the main workplace cannot be dismissed without preliminary agreement of the higher ranked trade union body.

(4) Trade union bodies (trade union organizers) indicated in the art. (1) (3) will announce the agreement or disagreement (consultative opinion) regarding employee dismissal within 10 working days from the date of employer's request of agreement or disagreement. In case employer does not receive the response within this period, the agreement (notification of the consultative opinion) of the respective body is entailed (understood).

Article 88 Dismissal procedure in case of entity liquidation, reduction of the personnel number or staff

- (1) Employer shall have the right to dismiss employees from the entity due to entity liquidation or due to reduction of the personnel number or staff (art.86 paragraph (1) letter b) and c)) only on the condition that:
- a) he will emit an order (command, decision, decree) reasoned from legal point of view, on entity liquidation or reduction of the personnel number or staff;
  - b) he will emit an order (command, decision, decree) regarding pre-notice, under employee signature, of the employees 2 months before the entity liquidation or reduction of the personnel number or staff. In case of reduction of the personnel number or staff, pre-noticed will be only the persons whose workplaces will be reduced;
  - c) simultaneously with pre-notice on reduction of the personnel number or staff, he will propose the employee another workplace in the respective entity;
  - d) will reduce, first of all, the vacant workplaces;
  - e) will cancel the individual labour contract, in the first place, with the employees working on the extra job (second job) basis;
  - f) will grant the employee to be dismissed one working day per week with keeping the average wage for searching another workplace;
  - g) will submit to the employment service agency, in the established manner, 2 months before dismissal, the information regarding persons who will be laid off.
  - h) will address to the trade union body for receiving dismissal agreement, in the manner established by the present code;
  - i) in the event that entity reorganization or liquidation implies mass reduction of the workplaces, will inform about this, at least 3 months before, the entity trade union body and the respective branch and will start

negotiations for respecting the employee rights and interests. Criteria as regards the mass reduction of the workplaces are established by collective conventions.

(2) In the event that after expiration of the 2 month period of pre-notice, the order (command, decision, decree) of employee dismissal has not been issued, this procedure cannot be repeated during one calendar year. Pre-notice period does not include the period when employee is on his annual rest leave, studies' leave and medical leave.

(3) The reduced workplace cannot be included in the staff during one year from the date of dismissal of the employee who held it.

(4) In case of entity liquidation, employer is obliged to respect the procedure of dismissal stipulated in the paragraph (1) letter a), b), f), g) and i).

#### Article 89 Reinstatement in the workplace

(1) The employee transferred unlawfully to another workplace or dismissed unlawfully from work can be reinstated in the workplace through direct negotiations with employer, but in case of litigation through the court decision.

(2) At examination by the court of the individual labour litigation, employer is obliged to prove the necessity and indicate the employee's reasons of transfer or dismissal from work. In case of dismissal of one trade union member without trade union agreement, while the respective agreement is needed according to art. 87, the court, through its decision, shall reinstate the employee in the workplace.

#### Article 90 Employer responsibility for the transfer

(1) In case of reinstatement in the workplace of the employee who was transferred or unlawfully dismissed from work, employer is obliged to repair the damage caused to him.

(2) Reparation by the employer of the damage caused to employee consists in:

- a) obligatory payment of a compensation for the whole period of forced absence from work in the amount not less than the employee average wage for this period;
- b) compensation of additional expenses related to appeal on transfer or dismissal from work (consultations with specialists, court expenditures etc.);
- c) compensation of the moral damage caused to employee.

(3) The sum for repairing the moral damage shall be established by the court, taking into account the assessment of the employer's actions, but cannot be

less than one average monthly wage of the employee.

(4) Instead of reinstatement in the workplace, parties can conclude a conciliation agreement, but in case of litigation the court can exact from employer, with employee' s agreement, for his benefit, an additional compensation to the sums indicated in the paragraph (2) in the amount of at least 3 average monthly salaries of the employee.

## Chapter VI

### PROTECTION OF THE EMPLOYEE' S PERSONAL DATA

Article 91 General requirements regarding the processing of employee' s personal data and guarantees referring to its protection

For the purpose of assurance of human and citizen rights and freedoms, employer and his representatives are obliged to respect the following requirements while processing the employee' s personal data:

a) processing of the employee' s personal data can be effected exclusively for the purpose of fulfillment of provisions of the legislation in force, providing assistance for employment, training and promotion at work, assurance of the employee personal security, control of the amount and quality of the executed work and assurance of the integrity of the entity goods;

b) at establishment of the amount and contents of the employee' s personal data to be processed, employer is obliged to follow up the legislation in force;

c) all the personal data shall be taken over from the employee or from the source indicated by the latter;

d) employer has no right to obtain and process the data referring to employee' s political and religious opinions, as well as his private life. In the cases stipulated by the law, employer can request and process the data on employee' s private life only with employee' s written consent;

e) employer has no right to obtain and process the data regarding employee membership in a trade union, social and religious associations, parties and other social-political organizations, except cases stipulated by the law;

f) when adopting the decision that concerns the employee' s interests, employer has no right to base on the employee' s personal data obtained exclusively as result of automatic or electronic processing;



g) protection of the employee' s personal data against illegal use or loss shall be assured on the employer' s account;

h) employees and their representatives must be familiarized, under their signature, with the documents regarding the manner of processing and keeping of the personal data of the entity employees and be informed about their rights and obligations in the respective field;

i) employees should not renounce their rights for keeping and protecting their personal data;

j) employers, employees and their representatives must elaborate all together the measures of protection of the employees' personal data.

#### Article 92 Transmittance of the employee' s personal data

Employer must respect the following requirements when transmitting the employee' s personal data:

a) not to disclose to third persons the employee' s personal data without his written consent, except cases when this is necessary to prevent any danger to employee' s life or health, as well as in the cases stipulated by the law;

b) not to disclose the employee' s personal data for commercial purposes without employee' s written agreement;

c) to inform the persons who receive the employee' s personal data about the fact that these data can be used only for the purpose of their communication and to request from the respective persons written confirmation of respecting this rule.

d) to allow access to employee' s personal data only to persons empowered for this purpose, at their turn, they shall have the right to request only the personal data needed for exercising some concrete obligations

e) not to request data regarding employee' s health condition, except the data related to employee' s capacity to fulfill the labour obligations;

f) to transmit to employee' s representatives the employee' s personal data in the manner stipulated by the present code and to limit this information only to the personal data needed for exercising by the respective representatives of their obligations.

#### Article 93 Employee' s rights with respect to protection of his personal data kept by the employer

For the purpose of securing the protection of his personal data kept by employer, employee shall have the right:

a) to receive full information about his personal data and manner of their processing;

b) to have free and gratis access to his personal data, including the right for a copy of any legal document that contains his personal data, except the cases stipulated by the legislation in force;

- c) to appoint his representatives for protection of his personal data;
- d) to have access to medical information about him, including through the medical worker, at his choice;
- e) to request exclusion or correction of incorrect and/or incomplete personal data, as well as of data processed with breach of the present code requirements. In the event that employer refuses to exclude or correct the incorrect personal data, employee shall have the right to notify the employer in writing about his reasoned disagreement;
- f) to institute legal proceedings in the court for any illegal actions or inactions of the employer admitted for obtaining, keeping and protecting the employee' s personal data.

Article 94 Responsibility for breach of the norms regarding the obtaining, storing, processing and protecting of the employee' s personal data  
The persons guilty for breach of the norms regarding the obtaining, storing, processing and protecting of the employee' s personal data shall be held accountable according to the legislation in force.

## **Title IV WORKING TIME AND REST TIME**

### **Chapter I**

#### **WORKING TIME**

Article 95 Notion of working time. Normal duration of the working time  
Normal duration of the working time

(1) Working time represents the time which, in accordance with the entity internal regulations, individual and collective labour contract, is used by the employee for fulfillment of the working obligations.

(2) Normal duration of the working time for employees working in entities cannot exceed 40 hours per week.

Article 96 Reduced duration of working time

(1) For certain employee categories, depending on the age, health condition, work conditions and other circumstances, in accordance with the legislation in force and individual labour contract, is established the reduced duration of working time.

(2) The reduced duration of working time per week represents:

- a) 24 hours for employees from 15 to 16 years of age;
- b) 35 hours for employees from 16 to 18 years of age;
- c) 35 hours for employees who activate in harmful working conditions, according to the classified list approved by Government;

(3) For certain employee categories whose work implies an increased intellectual and psycho-emotional effort, duration of the working time shall be determined by the Government and cannot exceed 35 hours per week;

(4) For disabled persons of I and II degree (if they do not benefit from higher facilities) shall be established a reduced working time duration of 30 hours per week, without reducing the wage rights and other rights stipulated by the legislation in force;

#### Article 97 Partial working time

(1) Partial and weekly working day can be established by the agreement between employer and employee, at the moment of employment, as well as later. At the request of the pregnant woman, of the employee who has children up to 14 years of age or disabled children up to 16 years of age (including the ones under their guardianship) or of the employee who looks after a sick family member, in conformity with the medical certificate, employer is obliged to establish for them a shortened working day or a shortened working week.

(2) Labour remuneration in the cases stipulated in the paragraph (1) shall be made proportionally to the worked time or depending on the volume of performed work.

(3) The activity under the conditions of partial working time does not imply limitation of the employee rights regarding calculation of length of service, duration of annual rest leave or of some other work rights.

#### Article 98 Distribution of the work time during the week

(1) Distribution of the working time within the week is usually uniform and represents 8 hours per day, during 5 days, with 2 rest days.

(2) The working week of 6 days with one rest day, provided in the collective labour contract and/or internal regulation, is admitted, as exception, in the entities where, taking into account the work specific character, the introduction of the working week of 5 days is irrational.

(3) Working time can be also distributed within one compressed working week made of 4 days or 4 days and a half, on condition that the weekly duration of the working time shall not exceed the maximum admissible by law duration stipulated in the art.95, paragraph (2). Employer who introduces the compressed working week shall have the obligation to respect the special provisions regarding the daily duration of the working time for women and young people.

(4) Type of workweek, work regime duration of the work program (shift), time

of start and end of work, breaks, alternation of working and non-working days are established by the entity internal regulations and by collective and/or individual labour contracts.

Article 99 Global registration (record keeping) of the working time

(1) Global registration of the working time can be introduced in the entities provided that the duration of the working day shall not exceed the number of working hours established by the present code. In these cases, period of registration should not exceed one year, but the daily duration of the working day (of the shift) cannot exceed 12 hours.

(2) Manner of application of the global registration of the working time is established by the entity internal regulations and by the collective labour contract, taking into consideration the restrictions for some professions of collective conventions at national and branch level, by the legislation in force and international documents Republic of Moldova is party.

Article 100 Daily duration of the working time

(1) Daily normal duration of the working time is 8 hours.

(2) For employees up to 16 years of age, daily duration of the working time cannot exceed 5 hours.

(3) For employees between 16 and 18 years of age and employees who work in harmful working conditions, daily duration of the working time cannot exceed 7 hours.

(4) For disabled people, daily duration of the working time shall be established according to the medical certificate, within the limit of the normal daily duration of the working day.

(5) Maximum daily duration of the working time cannot exceed 10 hours within the limit of the normal daily duration of the working day of 40 hours per week.

(6) For certain types of activities, entities or professions, can be established, by collective convention, a daily duration of the working day of 12 hours, followed by a rest period of at least 24 hours.

(7) Employer, can establish, with the employee' s written agreement, individualized labour contracts, with a flexible regime of working time, if this possibility is stipulated in the entity internal regulations or in the collective or individual labour contract.

(8) For some works of a special character, the working day can be segmented, in the manner stipulated by the law, provided that the total duration of the



working day should not exceed the daily normal duration of the working day.

(9) Duration of the working day can be also divided into two segments: a fixed period, within which the employee is on his workplace and a variable (mobile) period, within which the employee chooses the hours of coming and leaving, with respecting the daily normal duration of the working day.

#### Article 101 Work on shifts

(1) Work on shifts, i.e. work on 2, 3 or 4 shifts, shall be applied in the cases when the duration of the production process exceeds the admissible duration of the working day, as well as for the purpose of a more efficient utilization of equipment, increase of the volume of production or services.

(2) Following the conditions of the work on shifts, each group of employees shall perform the work within the limits of the established program.

(3) Program of work on shifts shall be approved by employer together with employees' representatives, taking into account the work specific character.

(4) Work during two consecutive shifts is forbidden.

(5) Program of work on shifts shall be brought to employee' s notice one month before its application.

(6) Duration of the work break between shifts cannot be less than the double duration of the working time from the previous shift (including the break for eating).

#### Article 102 Work duration on the eve of the holiday nonworking days

Duration of the daily (shift) work on the eve of the holiday nonworking days shall be reduced by at least one hour for all employees, except those for whom, according to the art.96 – the reduced duration of the working time or, according to art.97 – the day of the partial work, has been established.

#### Article 103 Night work

(1) Night work is the work performed between 22.00 and 6.00.

(2) Duration of the night work (shift) shall be reduced by one hour.

(3) Duration of the night work (shift) shall not be reduced for employees for whom the reduced duration of the working time is established, as well as for employees employed specially for the night work, unless the collective labour contract stipulates otherwise.

(4) Any employer, who within a period of 6 months, performs at least 120 night working hours shall be subject to a medical investigation on the employer's account.

(5) It is not admitted to employ for the night work the employees up to 18 years of age, pregnant women, women on postnatal leave, women with children up to 3 years of age, as well as persons to whom the night work is contraindicated according to medical certificate.

(6) Invalids of I and II degree, women with children between 3 and 6 years of age (children invalids up to 16 years of age), persons who combine leaves for looking after the child stipulated in the art.126 and 127 parag (2) with the work activity and employees who look after a sick family member on the basis of the medical certificate can perform the night work only with their written consent. At the same time, employer is obliged to inform in writing the mentioned employees about their right to refuse the night work.

#### Article 104 Additional work

(1) Additional work is considered to be the work performed over the normal duration of the working time stipulated in the art.95 parag (2), art.96 parag (2)-(4), art. 98 parag (3) and art.99 parag (1).

(2) Employer can order, without employee's consent, the carrying out of the additional work:

a) to execute the works needed for defending the country, to prevent a production accident or remove the consequences of a production accident or of a natural calamity;

b) to execute the works necessary for removing some situations that could disturb the normal functioning of services of supply with water and electric energy, canalization, post, telecommunication and informatics, of the communication ways and transport means, of the installations of fuel distribution, of the medical-sanitary entities.

(3) The carrying out of the additional work is ordered by the employer with the written employee's consent:

a) for termination of the started work, which due to some unpredictable delay related to technical conditions of the production process, could not be finalized during the normal duration of the working time, but the interruption can provoke deterioration of the employer's or owner's goods, of the municipal or state patrimony.

b) for execution of temporary works of reparation, reestablishment of the devices and installations, if their deficiencies can provoke work ceasing for an undetermined period and of more persons;

c) for execution of works imposed by appearance of some circumstances that could provoke deterioration or destruction of the entity goods, including of

the raw-materials, materials or products;

d) for work continuation in case of non-presentation of the backup employee, if work does not admit interruption. In these cases, employer is obliged to take urgent measures to replace the respective employee.

(4) The carrying out of the additional work in other cases than those stipulated in the paragraph (2) is admitted with the written consent of the employee and of the employees' representatives.

(5) At employer's request, employees can perform the work beyond the hours of the program within the limit of 120 hours during the calendar year. In exceptional cases, this limit, with agreement of the employees' representatives, can be extended up to 240 hours.

(6) In the event that employer requests performing of additional work, he is obliged to provide employees with normal working conditions, including those related to labour protection and hygiene.

(7) The carrying out of the additional work shall be effected on the basis of a justified order (command, decision, decree) of the employer, which is brought to notice to the respective employees under their signature.

#### Article 105 Limitation of the additional work

(1) It is not admitted the carrying out of the additional work by employees under 18 years old, women on prenatal leave, women with children up to 3 years of age, as well as of the persons whose additional work is contraindicated according to the medical certificate.

(2) Invalids of I and II degree, women with children between 3 and 6 years of age (children invalids up to 16 years of age), persons who combine leaves for looking after the child stipulated in the art.126 and 127 paragraph (2) with the work activity and employees who look after a sick family member on the basis of the medical certificate can perform the additional work only with their written consent. At the same time, employer is obliged to inform in writing the mentioned employees about their right to refuse the carrying out of the additional work.

(3) Execution of the additional work cannot lead to increase of the daily duration of the working day to be over 12 hours.

#### Article 106 Record keeping of the working time

Employer is obliged to keep records, in the established manner, of the working time performed by each employee, including of the additional work, work performed during the rest days and holiday nonworking days.

## Chapter II REST TIME

### Article 107 Launch time and daily rest

- (1) Within the daily working program, employee shall be entitled to a meal break of at least 30 minutes.
- (2) Exact duration of the meal break and its time are mentioned in the collective labour contract or in the entity internal regulations. Meal breaks, with the exceptions specified in the collective labour contract or entity internal regulations, shall not be included in the working time.
- (3) At the entities with a continuous flow, employer is obliged to provide employees with conditions for having the meal during work at their workplace.
- (4) Duration of the daily break, comprised between the end of the working program in one day and start of the work program in the day immediately following, cannot be less than the double duration of the daily working time.

### Article 108 Breaks for child feeding

- (1) Women with children up to 3 years of age shall be entitled to additional breaks for child feeding, besides the launch break.
- (2) Additional breaks will be granted at least once every 3 hours, each break having the duration of minimum 30 minutes. For women who have 2 or more children up to 3 years of age, the break duration cannot be less than one hour.
- (3) Breaks for child feeding shall be included in the working time and shall be paid following the average wage.
- (4) One of the parents (tutor, guardian) who will educate an invalid child shall be entitled, at employer's account, on the basis of a written request, to one free day per month, with keeping his average wage.

### Article 109 Weekly rest

- (1) Weekly rest shall be granted during 2 consecutive days, usually Saturday and Sunday.
- (2) In the event that a simultaneous rest of all the entity staff on Saturdays and Sundays will prejudice the public interest or will compromise the normal functioning of the entity, the weekly rest can also be granted in other days, established by the collective labour contract or by the entity internal regulations, provided that one of the free days shall be Saturday.



(3) In the entities where due to the work specific character the weekly rest cannot be granted on Saturday, employees will benefit from two free days during the week and of a salary increase established by the collective or individual labour contract.

(4) Duration of the continuous weekly rest, in any case, cannot be less than 42 hours, except the cases when the working week is made of 6 days.

#### Article 110 Work during the rest days

(1) It is prohibited to work during the rest day.

(2) By derogation from the provisions of the paragraph (1), the demand from employees that they work during the rest days shall be admitted in the manner and cases stipulated in the art. 104 parag (2) and (3).

(3) It is prohibited to demand from employees up to 18 years of age, women on postnatal leave and women with children up to 3 years of age that they work during the rest days.

(4) Invalids of I and II degree, women with children between 3 and 6 years of age (invalid children up to 16 years of age), persons who combine leaves for looking after the child stipulated in the art.126 and 127 parag (2) with the work activity and employees who look after a sick family member on the basis of the medical certificate can perform the additional work only with their written consent. At the same time, employer is obliged to inform in writing the mentioned employees about their right to refuse the work in rest days.

#### Article 111 Holiday nonworking days

(1) In the Republic of Moldova, holiday nonworking days with keeping the average wage, are:

- a) 1st of January New Year;
- b) 7th and 8th of January Birth of the Jesus Christ (Christmas);
- c) 8th of March International Woman Day;
- d) first and second day of Easter according to the church calendar;
- e) day of Monday of the week after Easter (Parents' Day);
- f) 1st of May International Day of Solidarity of labour force;
- g) 9th of May Day of Victory and commemoration of the heroes fallen for the country' s independence;
- h) 27th of August Republic' s Day;
- i) 31st of August holiday "Limba noastra"
- j) patron saint' s day of the respective locality, declared in the manner established by the local council of the municipality, city, commune, village.

(2) Performance of works which cannot be stopped due to technical and

production conditions (entities of continuous flow), of works determined by the necessity to service the population, as well of urgent works of reparation and loading-unloading shall be admitted in entities during holiday nonworking days.

(3) It is prohibited to demand from employees up to 18 years of age, pregnant women, women on postnatal leave and women with children up to 3 years of age that they work during holiday nonworking days.

(4) Invalids of the I and II degree, women with children between 3 and 6 years of age (invalid children up to 16 years of age), persons who combine leaves for looking after the child stipulated in the art.126 and 127 parag (2) with the work activity and employees who look after a sick family member, on the basis of the medical certificate, can perform the additional work only with their written consent. At the same time, employer is obliged to inform, in writing, the mentioned employees about their right to refuse the work during holiday nonworking days.

### Chapter III ANNUAL LEAVE

#### Article 112 Annual rest leave

(1) Right for the annual rest leave shall be guaranteed to all employees.

(2) Right for the annual rest leave cannot be the object of an assignment, renunciation or limitation. Any agreement, by which this right is refused, totally or partially, shall be null.

(3) Any employee who works on the basis of an individual labour contract shall benefit from the right for annual rest leave.

#### Article 113 Duration of the annual rest leave

(1) All the employees shall be entitled to a paid annual rest leave, with a duration of minimum 28 calendar days, except the holiday nonworking days.

(2) For employees from certain branches of the national economy (education, health protection, public service etc), by organic law, can be established another duration of the annual rest leave (calculated in calendar days).

#### Article 114 Calculation of length of service which shall give the right for annual rest leave

(1) The length of service which gives the right for the annual rest leave includes:

a) time when the employee worked effectively;

- b) time when the employee actually didn't work, but his workplace (position) and the complete or partial average wage was kept for him;
- c) time of forced absence from work in case of unlawful dismissal from work or unlawful transfer to another work and further reinstatement to the workplace;
- d) ) time when the employee actually didn't work, but his workplace (position) were kept for him and he received different sums from the budget of the state social insurance, except the partially paid leave for looking after the child up to 3 years of age;
- e) other time periods stipulated by collective conventions, collective or individual labour contract, entity internal regulations.

(2) Unless collective conventions, collective or individual labour contract stipulate otherwise, length of service, which gives the right for annual rest leave, does not include:

- a) time of unjustified absence from work;
- b) period in which the person is on leave for looking after the child up to 6 years of age;
- c) period in which the person is on unpaid leave of a duration more than 14 calendar days;
- d) period of the individual labour contract suspension, except the cases stipulated in the art. 76 letter a)-d) and art.77 letter b)

#### Article 115 Manner of annual rest leave entitlement

(1) Rest leave for the first year of work shall be granted after expiration of the 6th month of work at the respective entity.

2) Prior to the expiry of the 6th month of work in the entity, annual rest leave for the first year shall be granted, upon a written request, to the following employee categories:

- a) women- before the maternity leave or immediately after it;
- b) employees up to 18 years of age;
- c) other employees, according to the legislation in force;

(3) The annual rest leave can be granted to employees transferred from one entity to another also prior to the expiry of the 6th month of work after transfer.

(4) The annual rest leave for the next years of work can be granted to employee on the basis of a written request, at any time of the year, according to the established planning.

(5) The annual rest leave can be given integrally or, following the employee's written request, can be divided into two parts, one of which will have duration of at least 14 calendar days.

(6) The annual rest leave shall be granted the employee on the basis of the order (command, decision, decree) issued by the employer.

#### Article 116 Planning of the annual rest leaves

(1) The planning of the annual rest leaves for the next year shall be made by employer, together with the employees' representatives, at least 2 weeks before the end of each calendar year.

(2) When planning the annual rest leaves, both the employee's wish and need to provide good functioning of the entity, shall be taken into consideration.

(3) Employees whose spouses are on maternity leave shall be entitled to, on the basis of a written request, an annual rest leave simultaneously with the leave of their wives.

(4) Employees up to 18 years of age, women with children up to 16 years of age and single parents who have a child up to 16 years of age shall be entitled to annual rest leaves during the summer time or, on the basis of a written request, during any time of the year.

(5) The planning of the annual rest leave shall be obligatory for both employer and employee.

#### Article 117 Leave indemnity

(1) For the period of the annual rest leave, employee shall benefit from a leave indemnity which cannot be less than the amount of the wage, salary rises, and upon the case, of the indemnity for dismissal from work for the respective period.

(2) Manner of leave indemnity calculation is established by the Government.

(3) Leave indemnity shall be paid by employer at least 3 calendar days before the employee goes on leave.

(4) In case of employee's death, his indemnity, including indemnity for unused leaves, shall be paid in full to the husband (wife), adult children or the parents of the defunct, if absent to other heirs, in accordance to the legislation in force.

#### Article 118 Annual rest leave granting. Exceptional cases of its postponing

(1) The rest leave shall be granted annually according to the planning specified in the art. 116. Employer has the obligation to take the needed measures for the employee to use the annual leaves of each calendar year.



(2) The annual rest leave can be postponed or extended if the employee is on medical leave, if he is fulfilling a state duty or in other cases stipulated by law.

(3) In exceptional cases, when granting the annual rest leave during the current working year can influence negatively the entity good operation, the leave, with the consent of the employee and employees' representatives, can be postponed for the next working year.

(4) The non-granting of the annual rest leave during 2 consecutive years, as well as non-granting of the annual rest leave to employees up to 18 of age and employees who have the right for an additional leave related to work in harmful conditions, is prohibited.

(5) It is not admitted to replace the unused annual rest leave with compensation in money, except cases of ceasing the individual labour contract of the employee who didn't use his leave.

(6) Duration of the medical leaves, maternity and study leaves shall not be included in the duration of the annual rest leave. In case of total or partial coincidence of the leave with one of the mentioned leaves, on the basis of the employee's written request, the annual rest leave shall be extended with the number of days indicated in the document, issued in the established manner, as regards the granting of the corresponding leave.

#### Article 119 Compensation of unused annual rest leaves

(1) In case of suspension (art.76 letter e) and m), art. 77 letter d) and e) and art.78 letter a) and d)) or ceasing of the individual labour contract, employee shall have the right for compensation of all the unused annual rest leaves

(2) On the basis of a written request, employee can use the annual rest leave for one working year, with further suspension or ceasing of the individual labour contract, receiving compensation for the rest of the unused leaves.

(3) For the period of validity of the individual labour contract, the unused leaves can be attached to the annual rest leave or can be used separately (integrally or fractionally, according to the art.115, parag (5)) by employee in the period established with the written agreement of the parties.

#### Article 120 Unpaid leave

(1) The employee can be entitled, for family and other well-grounded reasons, with employer's consent, on the basis of a written request, to a non-paid leave of a duration up to 60 calendar days, an order (command, decision,

decree) being issued for this purpose.

(2) Women who have 2 or more children up to 14 years of age (or a disabled child up to 16 years of age), single unmarried parents who have a child of the same age, shall be entitled to, on the basis of a written request, a non-paid leave of a duration at least 14 calendar days. This leave can be attached to the annual rest leave or can be used separately (integrally or fractionally) in the periods established together with the employer.

#### Article 121 Additional annual rest leaves

(1) Employees who work in harmful conditions, blind people and young people up to 18 years of age shall benefit from an additional paid annual rest leave with the duration of at least 4 calendar days.

(2) For employees who work in harmful conditions, the concrete duration of the additional paid annual rest leave is established by the collective labour contract, on the basis of the respective classified list approved by the Government.

(3) Employees from certain branches of the national economy (industry, transports, constructions etc) shall be entitled to additional paid annual rest leaves for length of service in the entity and for the work on shifts, according to legislation in force.

(4) Women with 2 or more children up to 14 years of age (or an invalid child up to 16 years of age) shall be entitled to an additional paid annual rest leave of duration at least 4 calendar days.

(5) The collective conventions, collective or individual labour contracts can also stipulate some other categories of employees who are entitled to additional paid annual rest leaves, as well as to a duration of the leaves (more days), other than that provided in the paragraph (1), (3) and (4).

#### Article 122 Recall from the leave

(1) Employee can be recalled from the annual rest leave by employer' s order (command, decision, decree) only with employee' s written consent and only in case of unpredictable work situations, which make his presence necessary in the entity. In this case, employee shall not reimburse the indemnity for the days of unused leave.

### Chapter IV

#### SOCIAL LEAVES

#### Article 123 Medical leave

(1) Paid medical leave shall be granted to employees and apprentices on the basis of the medical certificate issued according to the legislation in force.

(2) Manner of establishment, calculation and payment of indemnities from the budget of state social insurance in connection with the medical leave is stipulated by the legislation in force.

#### Article 124 Maternity leave and partially paid leave for child care

(1) Employed women and female apprentices, as well as employees' wives supported by these employees, shall be entitled to a maternity leave including pre-natal leave of a duration of 70 calendar days and postnatal leave of a duration of 56 calendar days (in case of complicated child deliveries or giving birth to two or more children 70 calendar days), paying to them for this period indemnities in the manner stipulated in the art. 123 paragraph (2).

(2) On the basis of a written request, the persons indicated in the paragraph (1), after expiration of the maternity leave, shall be entitled to a partially paid leave for looking after the child up to 3 years of age. Indemnity for this leave shall be paid from the budget of the state social insurance.

(3) The partially paid leave for looking after the child can be used integrally or partially at any time, until the child reaches the age of 3 years of age. This leave shall be included in the length of service, including the special length of service, and in the insurance length of service.

(4) The partially paid leave for looking after the child can be also used by the child's father, grandfather or other relative who is directly looking after the child.

#### Article 125 Attaching the annual rest leave to maternity leave and leave for child care

(1) The woman, on the basis of a written request, can be entitled to an annual rest leave before the maternity leave, stipulated in the art. 124 paragraph (2) or immediately after it, or after termination of the leave for child care.

(2) The annual rest leave shall be granted to the persons mentioned in the art. 124 paragraph (4) and art. 127, on the basis of a written request, after termination of the leave for child care.

(3) Employees who adopted new-born children or took them under guardianship can use, on the basis of a written request, the annual rest leave after termination of any of the leaves granted according to the art.127.

(4) Annual rest leaves, according to the art (1)-(3) shall be granted to employees regardless of their length of service in the respective entity.

Article 126 Additional unpaid leave for looking after the child between 3 and 6 years of age

(1) Besides the maternity leave and partially paid leave for looking after the child up to 3 years of age, women, as well as other persons mentioned in the art.124 paragraph (4), shall be entitled, on the basis of a written request, to an additional unpaid leave for looking after the child of the age between 3 and 6 years of age, with keeping for him the workplace (position).

(2) The woman or persons mentioned in the art.124 paragraph (4), on the basis of a written request, while they are on an additional unpaid leave for child care, can work in part-time conditions or at home.

(3) The period of additional unpaid leave is included in the length of service, special length of service, if the individual labour contract has not been suspended according to the art.78 parag (1) letter a).

(4) The period of additional unpaid leave is not included in the length of service which gives the right for the next paid annual rest leave, as well as in the insurance length of service according to the law.

Article 127 Leaves for the employees who adopted new-born children or took them under guardianship

(1) Employee who adopted a new-born child directly from maternity hospital or took him under guardianship shall be entitled to a paid leave for a period starting from adoption day (day of taking him under guardianship) until expiration of 56 calendar days from the child birth day (in case of adoption of one or more children simultaneously 70 calendar days) and, on the basis of a written request, a partially paid leave for looking after the child up to 3 years of age. Indemnities for the mentioned leaves shall be paid from the budget of state social insurance.

(2) Employee who adopted a new born child directly from maternity hospital or took him under guardianship shall be entitled, on the basis of a written request, to an additional unpaid leave for looking after the child between 3 and 6 years of age, according to the art.126.

## **Title V LABOUR REMUNERATION AND NORM-FIXING**



## Chapter I GENERAL PROVISIONS

### Article 128 Wage

(1) Wage represents any recompense or gain evaluated in money, paid by employer to employee, on the basis of the individual labour contract, for the work performed or which is going to be performed.

(2) At establishment and payment of the wage, the discrimination based on sex, age, handicap, social origin, family status, affiliation to an ethnicity, race or nationality, political options and religious principles, affiliation or trade union activity is prohibited.

(3) Wage is confidential and guaranteed.

### Article 129 State guarantees related to labour remuneration

State guarantees related to labour remuneration comprise the minimum wage established by the state, state waging tariffs, as well as additions and rises as compensation, guaranteed by the state and regulated by the legislation in force.

### Article 130 Wage structure, conditions and systems of labour remuneration

(1) Wage includes the main wage (tariff wage, job wage), additional wage (additions and rises to the main wage) and other stimulation and compensation pays.

(2) Labour remuneration of the employee depends on the demand and offer of labour force on the labour market, work amount, quality and complexity, working conditions, employee's professional skills, his work results and/or results of the entity economic activity.

## Chapter II

### MINIMUM GUARANTEED WAGE

#### Article 131 Minimum guaranteed wage

(1) Any employee shall have the right for a minimum guaranteed wage.

(2) Minimum wage represents the minimum size of remuneration evaluated in national currency that is established by the state for simple, unqualified work, less than which employer has no right to pay for the work norm per month or hour performed by the employee.

(3) The minimum wage does not include the additions, rises in wages, stimulation and compensation pays.

(4) The quantum of minimum wage shall be obligatory for all the employers – physical persons and legal entities – who use hired labour, regardless of the ownership type and legal form of organization. This quantum cannot be reduced neither by collective labour contract, nor by individual labour contract.

(5) The quantum of minimum wage is guaranteed only with the conditions of execution by them of the working obligations (norms) within the program hours established by the legislation in force.

Article 132 Manner of establishment and reexamination of the minimum wage

(1) Minimum wage per month and minimum wage per hour, which are calculated starting from the monthly norm of the working time, are established by Government decision, after consultation with patronages and trade unions.

(2) The quantum of minimum wage is determined and reexamined depending on the concrete economic conditions, level of the average wage for the national economy, forecasted level of the inflation rate, as well as other social-economic factors.

Article 133 Increase of the level of the wage real contents

(1) Increase of the level of the wage real contents shall be provided by indexation of the wage in connection with rise of consumer prices for goods and services.

(2) Minimum guaranteed wage is indexed depending on the evolution of the consumer prices index, in accordance with the legislation in force.

Article 134 State labour remuneration tariffs

(1) State tariffs of waging are tariff salaries and job salaries that determine the minimum level of waging on concrete groups of professions and qualification categories for execution by employees of the work obligations (norms) within the program hours established by the legislation in force.

(2) The state tariffs of waging are determined:

a) for employees from the real sector of the economy on the basis of minimum wage and tariff coefficients of the established tariff network;  
b) for the rest of the employee categories (auxiliary and servicing personnel, employees, specialists and leadership staff) at the level of tariff salaries and salaries of the job corresponding to the inferior limit of the salaries' ratings established for the respective categories of personnel from budgetary sector.

(3) State tariffs of waging, as a minimum guarantee in remuneration of the employees of the corresponding qualification, are obligatory for all the

entities and serve as a minimum limit at the establishment of tariff salaries, salaries of the concrete job, as well as of the compensation pays guarantees to employees in case of entity insolvency.

(4) State tariffs of waging are guarantees to employees with the condition of execution of work obligations established in the collective and individual labour contracts.

(5) State tariffs of waging modify depending on reexamination of the minimum wage for the country or minimum tariff salaries and job salaries for employees from the budgetary sector.

### Chapter III

#### MANNER OF WAGE ESTABLISHMENT AND PAYMENT

##### Article 135 Manner of wage establishment

(1) Waging system in accordance to which the tariff salaries and job salaries are established, is determined by the law or other normative documents, according to the entity legal form of organization, financing manner and character of its activity.

(2) The concrete tariff and job salaries, as well as other forms and conditions of waging in the entities with financial autonomy, are established through collective or individual negotiations between employer and employees or their representatives, depending on the employer's financial possibilities and are stipulated in the collective and individual labour contracts.

(3) The system and conditions of labour remuneration of employees from the budgetary sector are established by the law.

(4) The main wage, manner and conditions of waging of the entity heads are established by persons or bodies empowered to appoint these heads and are mentioned in the individual labour contracts concluded with them.

##### Article 136 Tariff system of labour remuneration

(1) The tariff system of waging includes the tariff networks, tariff salaries, schemes of the job salaries and tariff guide-books of qualification.

(2) The establishment of tariffs for works and the granting of categories (classes) of qualification to workers and specialists shall be effected in accordance with the tariff guide-books of qualification of professions or specialties and jobs.

(3) The main and obligatory element of the tariff system is the tariff wage

for category I of qualification (of waging) of the tariff network, which serves as a basis for establishment in collective and individual labour contracts of the tariff salaries and concrete job salaries.

(4) The tariff network is established as follows:

a) for employees from entities with financial autonomy on the basis of waging categories of the unique tariff Network, of the tariff wage for category I of waging and ratings of salaries of the established job established on waging categories.

b) for employees from budgetary sector on the basis of waging categories of the unique tariff Network, of the tariff wage for category I of waging and ratings of salaries of the established job established on waging categories.

(5) Tariff wage for category I of qualification (of waging) is reexamined as many times as necessary, depending on the concrete social-economic conditions, increase of the production efficiency and life costs, financial possibilities of the entities;

Article 137 Stimulation pays

(1) Employer shall have the right to establish different systems of bonuses, additions and main salary increases, other pays of stimulation after consultation with the employee's representatives. The mentioned systems can be established also by the collective labour contract.

(2) Manner and conditions of application of stimulation and compensation pays in the entities from budgetary sector are established by law and other normative documents.

Article 138 Recompense following the results achieved during the annual activity

(1) Besides the pays established by waging systems, for entity employees can be established a recompense following the results achieved during the annual activity, paid from the fund created from the profit obtained by the entity.

Article 139 Remuneration of the work carried out in unfavorable conditions

(1) For employees who work in unfavorable conditions shall be established compensation rises in wage at a rate common for employees of any qualification who work in equal conditions in the respective entity.

(2) The concrete size of compensation salary rises is established through collective negotiations, depending on the working conditions (hard and extremely hard, harmful and extremely harmful), but cannot be less than those stipulated by the Law on waging and other normative documents. The negotiated amounts of the compensation salary rises are indicated in the collective



labour contracts and collective conventions.

(3) The lists of works and workplaces with hard and extremely hard, harmful and extremely harmful conditions, are approved by the Government after consultation with patronages and trade unions.

Article 140 Introduction of new conditions of labour remuneration and modification of the existing ones

(1) Reduction of tariff salaries or job wages stipulated in the individual labour contracts, collective labour contracts and/or collective conventions is not allowed prior to the expiry of one year from the date of their establishment.

(2) With respecting the provisions of the art.68, employer is obliged to give employees at least 2 months' notice of the introduction of new conditions of labour remuneration or modification of the existing ones.

Article 141 Forms of wage payment

(1) Wage shall be paid in national currency.

(2) Payment of the wage through banking institutions or post offices, the payment of bank services being at employer' s expense, is allowed with employee' s written consent.

(3) Payment of the wage in nature is forbidden.

Article 142 Terms, periodicity and place of the wage payment

(1) Wage shall be paid periodically, directly to employee or person empowered by him, on the basis of a certified mandate, at the employee' s workplace, in the days established in the collective or individual labour contract, but:

a) not more rarely than twice a month for employees remunerated by the hour/day/week or by piecemeal work.

b) not more rarely than once a month for employees remunerated on the basis of monthly salaries for the job.

(2) Employer is obliged to inform the employee about the size of the wage, form of remuneration, manner of wage calculation, periodicity and place of payment, deductions, other conditions referring to wage and their modification.

(3) At payment of wage, employer is obliged to inform in writing each employee about the component parts of the wage for the respective period, about the size of deductions and reasons for making them, about the total sum he is

going to receive, as well as to provide introduction of these writings in the book-keeping registers.

(4) Wage payment for an occasional work, that lasts less than 2 weeks, shall be effected immediately after its execution.

(5) In case of employee's death, the wage and other pays meant for him, shall be paid to the husband (wife), adult children or parents of the defunct, if absent to other heirs, in accordance with the legislation in force.

Article 143 Terms of payments in case of ceasing of the individual labour contract

(1) If the quantum of all the sums meant for the entity's employee is not contested, the payments shall be made:

a) in case of ceasing of the individual labour contract with an employee who continues to work until the day of his dismissal from work in the dismissal day;

b) in case of ceasing of the individual labour contract with an employee who does not work until the day of his dismissal from work (medical leave, unjustified absence from work, freedom deprivation etc.) the latest in the day immediately following the day when the dismissed employee requested to make him the payments;

(2) If the quantum of sums meant for the employee at his dismissal from work is contested, employer is obliged, in any case, to pay him the contested sum following the terms stipulated in the paragraph (1).

Article 144 Priority payment of the wage

(1) Wage shall be paid by the employer as a priority to other pays, including in case of entity insolvency.

(2) The means for labour remuneration of employees are guaranteed by the employer income and patrimony.

(3) Employers take measures for protecting their own employees against the risk of nonpayment of the sums meant for them in connection with the execution of the individual labour contract or as consequence of its ceasing.

Article 145 Compensation of losses caused by nonpayment of the wage in due time

(1) Compensation of losses caused by nonpayment in due time of the wage shall be made by obligatory indexation and in full size of the wage calculated sum if its deduction constituted at least one calendar month from the date

established for payment of the monthly wage.

(2) Compensation stipulated in the paragraph (1) shall be made for each month, by increasing the wage in accordance with the inflation coefficient calculated in the established manner.

(3) Compensation of the losses caused by nonpayment in due time of the wage is effected in the case when the inflation coefficient in the period of wage nonpayment exceeds the quote of 2 percent.

(4) Manner of calculation of compensation sum for the loss of one part of the wage in connection with breach of its payment terms is determined by the Government, together with the patronages and trade unions.

Article 146 Responsibility for nonpayment in due time of the wage

(1) If the respective means are present on the current and settlement accounts and the necessary documents for receiving the money meant for paying the salaries have been presented in time, but the banks do not provide their clients with cash, these banks shall be liable for payment, from their own means, of a penalty at the rate of 0,2 percent from the owed sum, for each day of delay.

(2) Persons holding a key position in the banks, public authorities and entities, guilty for nonpayment in due time of salaries, shall bear material, discipline, administrative and penal responsibility, following the law.

Article 147 Prohibition of limiting the employee in free disposal of the earned means

It is prohibited to limit the employee in free disposal of the earned means, except the cases stipulated by the legislation in force.

Article 148 Deductions from wage

(1) The deductions from wage can be made only in the cases stipulated by the present code and other normative documents.

(2) The deductions from wage for paying the debts of employees towards employers can be made only on the basis of his order (command, decision, decree):

- a) for reimbursement of the advance payment delivered in the wage account;
- b) for reimbursement of the sums paid in surplus due to some calculation errors;
- c) for covering the unspent and non-reimbursed in time payment in advance, delivered for traveling for work purpose or transfer to another locality or for household needs, unless the employee contests the reason and quantum of deductions.

d) for repairing the material damage caused to the entity due to the fault of the employee.

(3) In the cases specified in the paragraph (2), employer shall have the right to issue the order (command, decision, decree) of deduction within the period of maximum one month from the day of expiration of the term established for reimbursement of the advance payment or debt payment, from the day of making the wrongly calculated payment or establishing the material damage. If this term is omitted or employee contests the reason or deduction quantum, the litigation shall be examined by the court at the employer's or employee's request (art. 349-355).

(4) In case of employee's dismissal prior to the expiry of the working year on which account the leave has been already used, employee can deduct from the wage the sum paid for the days without coverage of the leave. The deduction for these days shall not be made if the employee ceased or suspended his activity following the reasons mentioned in the art. 76 letter e), art. 78 paragraph (1) letter d), art. 86 paragraph (1) letter b)-e) and u), if he retired or enrolled in an education institution according to art. 85 paragraph (2), as well as in other cases stipulated by the collective or individual labour contract or by parties' agreement.

(5) The wage paid in surplus to employee by employer (including the case of wrong application of the legislation in force) cannot be exacted from him, except in cases of some calculation errors.

#### Article 149 Limitation of the quantum of wage deductions

(1) The total quantum of deductions cannot exceed 20 percent for each wage payment, but in cases stipulated by the legislation in force 50 percent from the wage to be paid to employee.

(2) In case of wage deduction following some executive documents, the employee, in any case, shall keep 50 percent of the wage.

(3) Limitations mentioned in the paragraph (1) and (2) shall not be applied to wage deduction in case of levying the food pension for minor children.

(4) If the sum received as result of levies is not enough for satisfying all creditors' claims, the respective sum shall be distributed among them in the manner established by the legislation in force.

Article 150 Prohibition of deductions from some pays meant for the employee  
It is not admitted to make deductions from indemnity of dismissal from work, from compensation pays and other pays which, according to the law, cannot be



levied.

Article 151 Responsibility for delay in delivery of the labour book

If delivery of the labour book is delayed due to the fault of the employer, the employee shall be paid the average wage for all the time of forced absence from work, caused by impossibility of employment in another entity after dismissal from work due to the labour book absence.

#### Chapter IV

#### LABOUR REMUNERATION FOR SPECIAL WORK CONDITIONS

Article 152 Labour remuneration of employees up to 18 years of age and of other employees' categories with reduced duration of daily work

(1) In case of hour/day/week waging, the employees up to 18 years of age shall be paid the wage taking into consideration the reduced duration of daily work.

(2) The work of minor employees who work piecemeal shall be remunerated following the tariffs for piecemeal work established for adult employees.

(3) The work of schoolchildren and students from general secondary education institutions, vocational secondary and specialized secondary education institutions, up to 18 years of age, shall be remunerated proportionally to the worked time or performed piecemeal work.

(4) In the cases specified in the articles (1)-(3), employer can introduce, from his own means, an increase in the tariff wage for the time by which the duration of the daily work of minor employees is reduced in comparison to the duration of the daily work of adult employees.

(5) Labour remuneration of other employees' categories for whom, according to the art.96, the reduced duration of the working time is established, shall be made following the waging conditions established by the Government.

Article 153 Labour remuneration in case of carrying out works of different qualification

(1) When carrying out works of different qualification categories, the work of employees remunerated on the hour/day/week basis shall be paid following higher qualification work.

(2) The work of employees remunerated on a piecemeal basis shall be paid according to the tariffs of the executed work. In the event that, in connection with the specific character of production, employees who work piecemeal are obliged to execute works for which they are paid less despite of higher qualification categories granted to them, employer is obliged to pay

the difference between the qualification categories.

(3) The norm related to paying the difference between categories of qualification established in the paragraph (2) shall not be applied in the event that, despite the production specific character, the execution of works of different qualification, is related to employee permanent obligations.

#### Article 154 Labour remuneration of instructors and apprentices

Manner and terms of waging of instructors and apprentices are established by the Government.

#### Article 155 Labour remuneration of holders of extra job (second job)

(1) Waging of holders of extra work shall be made for the performed actual work or the actual worked time.

(2) Establishment of the size of tariff wage or of the job wage for holders of extra work (second job), as well as payment of bonuses, salary increases, allowances and other recompenses, determined by waging conditions, shall be effected in the manner established for the rest of employees from the respective entity.

#### Article 156 Labour remuneration in case of plurality of professions (jobs) and in case of fulfilling the obligations of temporary absent employees

(1) Employees, who besides their main job, stipulated in the individual labour contract, perform at the same entity an additional work of another profession (position) or fulfill the work obligations of employee who is temporarily absent, without being dismissed from their main job (within the limits of the normal duration of the working time established by the present code), shall benefit from a wage increase for plurality of professions (jobs) or for fulfilling the obligations of temporary absent employees

(2) Quantum of wage increases for plurality of professions (jobs) or for fulfilling the obligations of temporary absent employees shall be established by the parties of the individual labour contract, but cannot be less than 50 percent from the tariff wage (job wage) of the additional profession (job). The payment of the wage increase for plurality of professions (jobs) shall be made without any restrictions, within the limits of the means meant for labour remuneration.

#### Article 157 Additional labour remuneration

(1) In case of labour remuneration on time unit (hour/day/week), for the first two hours the additional work (art.104) shall be remunerated in the amount of at least 1,5 tariff salaries (monthly salaries) established for employee for the time unit and for the next hours - at least in double size.

(2) In case of labour remuneration on piecemeal work, for the performed additional work, shall be paid an addition of at least 50 percent from the tariff wage of the respective category employee, for the first two hours remunerated on time unit and for the next hours at a rate of at least 100 percent from this tariff wage.

(3) Compensation of the additional work with free time is not admitted.

Article 158 Compensation of the work performed during the rest days and holiday nonworking days

(1) With the condition of keeping the average wage according to art.111 paragraph (1), the performed work during the rest days and holiday nonworking days shall be paid to:

- a) employees who work piecemeal at least in double size of the piecemeal tariff;
- b) employees whose work is remunerated on the basis of tariff salaries per hour or day at least the double size of the wage per hour or day;
- c) employees whose work is remunerated with a monthly wage in the amount at least one wage per hour rate or one day remuneration over the wage amount, if the work during the rest day or holiday nonworking day has been performed within the limits of the monthly norm of the working time, and at least in double size of the wage per hour rate or one day remuneration over the wage amount, if the work has been performed over the monthly norm.

(2) At the request of the employee who performed the work during the rest day or the holiday nonworking day, he can be granted another free day. In this case, the work performed during the holiday nonworking day can be remunerated ordinarily and the rest day shall not be remunerated.

Article 159 Night remuneration of labour

For the work performed during the night program is established an addition of at least half of the tariff wage (job wage) per hour rate established by employee.

Article 160 Right of the employee in establishment of some stimulation and compensation pays

Employer shall have the right to increase the wage rises, additions and recompenses stipulated in the art. 138, 156, 157, 158 compared to their minimum level established by the legislation in force, as well as to establish other stimulation and compensation pays within the limits of his own means, stipulated for these purposes in the collective labour contract or in budget of expenditure for supporting the entity financed from the budget.

Article 161 Manner of labour remuneration in case of non-fulfillment of production norms

(1) In case of non-fulfillment of production norms due to the fault of the employer, remuneration shall be made for the actual work performed by employee, but not less than one average wage for the employee calculated for the same time period.

(2) In case of non-fulfillment of production norms due to the fault of neither employer nor employee, employee shall be paid at least 2/3 from the tariff wage.

(3) In case of non-fulfillment of production norms due to the fault of the employee, remuneration shall be made according to the performed work.

Article 162 Manner of labour remuneration in case of producing defective goods

(1) Production of defective goods through no fault of the employee shall be remunerated in the same way as that of the good articles.

(2) If all the goods are defective due to the fault of the employee, he shall not be remunerated.

(3) If part of the goods is defective due to the fault of the employee, he shall be remunerated depending on the degree of product utility, according to reduced tariffs.

(4) The reduced tariffs, mentioned in the paragraph (3), are established in the collective labour contract.

Article 163 Manner of remuneration of the stationary time and labour remuneration in case of mastering of some new production processes

(1) Remuneration of the stationary time produced due to the fault of the employee or for reasons beyond employer's or employee's control, in the event that employee has announced in writing the employer about the start of work stoppage, shall be made in the amount of at least 2/3 from the tariff wage (job wage) per hour rate established for employee, but not less than one minimum wage per hour rate, established by the legislation in force, for each hour of stoppage.

(2) Manner of registration of the produced stoppage which was not due to the fault of the employee and the concrete amount of remuneration are mentioned in the collective and/or individual labour contract.

(3) Hours of stoppage produced due to the fault of the employee shall not be remunerated.



(4) Collective or individual labour contract can stipulate payment of the average wage in the period of assimilation by employee of another production process.

Article 164 Wage keeping in case of displacement or transfer to another permanent work with lower remuneration

In the event that employee is displaced or transferred to another permanent work with a lower remuneration within the same entity or to another locality together with the entity, according to the art. 74 paragraph (1), the average wage from the previous workplace during one month from the day of displacement (transfer) shall be kept for him, with preliminary respecting of the provisions of the art.68.

Article 165 Average wage

(1) Average wage includes all types of labour payment from which, according to the legislation in force, the fees of obligatory state social insurance are calculated.

(2) Average wage is guaranteed to employees in the situations stipulated by the legislation in force, collective and/or individual labour contract.

(3) Calculation manner of employee' s average wage is unique and is established by the Government.

## Chapter V

### LABOUR NORM-SETTING

Article 166 Guarantees in the field of labour norm-setting

Employees are guaranteed:

- a) state methodological assistance in organization of the labour norm-setting;
- b) application of labour norm-setting systems established by employer together with representatives of employees and stipulated in the collective labour contract or in another normative document at the level of entity.

Article 167 Labour norms

(1) By labour norms are understood norms of production, time, service, personnel which are established by employer for employees in relation with the achieved level of techniques and technology, of production and work organization, in such a way as to correspond to concrete conditions in the entity and not to lead to over-demand of employees.

(2) In the conditions of collective forms of organization and labour remuneration can be also applied combined and complex norms.

(3) The labour norms can be reviewed following implementation of new techniques and technologies or improvement of the existing ones, implementation of some organizational measures or those of another character, that provide increase of labour productivity, as well as in the event of using some physical and moral outmoded facilities.

(4) The obtaining of a high level of production manufacturing by a certain employee or a certain team by application, at his own initiative, of some new working methods and advanced experience, by improving with his own efforts of the workplaces, shall not constitute a reason for reviewing the labour norms.

Article 168 Elaboration, approval, replacement and review of the unique norms and of the labour standard norms

(1) For certain homogeneous works can be worked out and established labour unique and standard norms (inter-branch, branch, professional etc). The labour standard norms are elaborated by the authorities of specialty central public administration together with the respective patronages and trade unions and is approved in the manner established by the Government.

(2) The replacing and reviewing procedure of the unique norms and standard norms shall be made by the authorities that have approved them.

(3) Employees must be informed in writing, under their signature, at least 2 months before about introduction of some new labour norms.

Article 169 Introduction, replacement and review of the labour norms

(1) In the event that labour norms do not correspond to the conditions for which they were approved or do not provide full employment during the normal working time of the employees, they can be reviewed or replaced.

(2) Procedure of reviewing or replacing the labour norms, as well as the concrete situations in which it can be applied, is established by the labour collective contracts and/or collective conventions.

(3) Employees must be announced in writing, under their signature, at least 2 months before, about introduction of some new labour norms.

Article 170 Establishment of remuneration tariffs for piecemeal work

(1) At remuneration of piecemeal work, tariffs are established starting from the labour categories, tariff salaries (job salaries) and norms of production (time norms) in force.

(2) The tariff for piecemeal work shall be established by dividing the tariff wage per hour (per day), which corresponds to the category of the performed work, to the production norm per hour (per day). The tariff for the piecemeal

work can be also established by multiplying the tariff wage per hour (per day), which corresponds to the category of performed work, by the time norm in hours or days.

Article 171 Provision of normal working conditions for fulfilling the norms of production (of maintenance)

Employer shall have the right to provide permanent technical and organizational conditions on which elaboration of labour norms was based and to create work conditions needed for fulfillment of production norms (of service). These conditions are:

- a) good conditions of machinery, machines-tools and devices;
- b) supply in due time with technical documentation;
- c) corresponding quality of the materials and instruments needed for performing the work, as well as supply with them in due time;
- d) supply in due time of the production process with electric energy, gases and other energy sources;
- e) provide labour protection and production security

## **Title VI GUARANTEES AND COMPENSATIONS**

Article 172 Notions of guarantee and compensation

(1) By guarantee is understood the means, methods, conditions through which the execution of rights granted to employees in the field of labour relations and other social relations related to them, are provided.

(2) By compensation is understood the financial rights established for the purpose of compensating the expenses of the employees in connection with execution by them of their labour obligations and other obligations stipulated by the legislation in force.

Article 173 Cases of granting guarantees and compensations

Besides the general guarantees and compensations stipulated by the present code (guarantees of employment, transfer, waging etc.) employees shall be entitled to guarantees and compensations in case of:

- a) traveling for work purpose;
- b) transfer to another locality;
- c) combining work with study;
- d) ceasing of the individual labour contract; as well as
- e) other cases stipulated by the present code and other normative documents.

## Chapter II

## GUARANTEES AND COMPENSATIONS IN CASE OF TRAVELING FOR WORK PURPOSE OR TRANSFER TO ANOTHER LOCALITY

### Article 174 Traveling for work purpose

(1) By traveling for work purpose is understood the employee delegation, following the employer order (command, decision, decree), for a certain period of time, for execution of labour obligations outside the permanent workplace.

(2) Trips for work purpose of the employees whose permanent activity has a mobile or itinerant character, as well as execution of prospecting works, geodesic works and works on the field, are not considered trips for work purpose if employer supplies with the needed transport for this works.

### Article 175 Guarantees in case of traveling for work purpose

Employees traveling for work purpose are guaranteed maintenance of their workplace (job) and of the average wage, as well as compensation of expenditures related to traveling for work purpose.

### Article 176 Compensation of expenditures related to traveling for work purpose

(1) In case of traveling for work purpose, employer is obliged to compensate to employee the:

- a) trip expenditures, there and back;
- b) accommodation expenditures;
- c) daily allowance;
- d) other expenditures related to the trip;

(2) Manner and size of compensation of expenditures related to trips for work purpose is approved by the Government. Entities with financial autonomy can stipulate in the collective labour contract higher amounts of these compensations.

### Article 177 Compensation of expenditures in case of work transfer to another locality

(1) When employee is transferred, following a preliminary written agreement with employer, to work in another locality, employer is obliged to compensate to him:

- a) the expenditures related to movement to another locality of the employee and his family members (except when employer provides transportation of the respective persons and of his belongings);
- b) expenditures of establishment to another place of residence.

(2) The concrete sizes of compensation of expenditures specified in the paragraph (1) is determined by the agreement of the individual labour contract parties, but cannot be less than those established by the Government.

## Chapter III



## GUARANTEES AND COMPENSATIONS FOR EMPLOYEES WHO COMBINE WORK WITH STUDY

Article 178 Guarantees and compensations granted to employees who combine work with study in higher and secondary specialized education institutions

(1) For employees who are sent by employer to study or who enrolled in higher and secondary specialized education institutions accredited in accordance with the law conditions, who attend at their own initiative evening and by correspondence courses and study successfully are established a reduced duration of working time, additional leaves with full or partial keeping of their average wage and other facilities, in the manner established by the Government.

(2) Additional facilities from the account of the entity means can be stipulated in the collective labour contract and collective conventions mentioned in the paragraph (1).

Article 179 Guarantees and compensations granted to employees who combine work with study in specialized postgraduate education

(1) Employees who make postgraduate studies to obtain their master' s degree, doctor' s degree, post doctor' s degree, residency, who attend specialty and refresher courses, organized in higher education institutions or organizations in the field of science and innovation, accredited in accordance with the law conditions, shall be entitled to guarantees and compensations in the manner determined by the Government.

(2) Employer and employees' representatives can stipulate in the labour collective contract additional guarantees and compensations to those established by the normative documents in force, to be made from the entity account.

Article 180 Guarantees and compensations granted to employees who combine work with studies in professional secondary education institutions

(1) Employees who study successfully, without stopping their work, in professional secondary education institutions, regardless of the ownership type and legal form of organization, accredited in accordance with the law conditions, shall be entitled to , in the manner established by the Government, additional leaves with keeping for them, integrally or partially, the average wage.

(2) Employees who combine work and study in non-accredited professional secondary education institutions are established guarantees and compensations

mentioned in the collective or individual labour contract.

Article 181 Guarantees and compensations granted to employees who combine work with study in general secondary education institutions

For employees who study in general secondary education institutions (gymnasiums, lyceums, high-schools) are established a reduced duration of working time, as well as additional leaves with full or partial keeping for them of the average wage, other guarantees and compensations in the manner established by the Government.

Article 182 Manner of granting guarantees and compensations granted to employees who combine work with study

(1) Employees who combine work and study shall be entitled to guarantees and compensations at receiving for the first time of the education of the respective level.

#### Chapter IV

#### GAURANTEES AND COMPENSATIONS GRANTED TO EMPLOYEES IN CONNECTION WITH CEASING OF THE INDIVIDUAL LABOUR CONTRACT

Article 183 Preferential right for keeping the workplace in case of reduction of employee number or staff

(1) In case of reduction of employee number or staff, employees of a higher qualification and work productivity have the preferential right to be left at work.

(2) In case of equal qualification and work productivity, the preferential right to be kept at work shall be entitled to:

- a) employees with family obligations, who support two or more families;
- b) employees in whose family there are no other persons with an independent income;
- c) employees who have a higher length of service in the respective entity;
- d) employees who suffered in the respective entity of a work-related accident or contracted a occupational disease.
- e) employees who improve their qualification in the higher education and secondary specialized institutions, without sending him away from work;
- f) war invalids and members of the families of military men who died or disappeared without track;
- g) participants in the actions of fight for protecting the territorial integrity and independence of the Republic of Moldova
- h) inventors;
- i) persons who got sick or suffered from an actinic disease and other diseases resulted from radiation released as consequence of Chernobyl accident.
- j) disabled persons for whom a causality relation between their invalidity and Chernobyl accident has been determined, participants in liquidation of the

Chernobyl accident consequences in the alienation zone in the years 1986–1990.

k) employees who received more stimulation pays for their success in work and do not have disciplinary sanctions (art.211);

l) employees whom are left 2 years until establishment of their pension for retirement age;

(3) In the event that several persons indicated in the paragraph (2) correspond to some of the criteria stipulated in this paragraph, the preferential right to be left at work shall be kept for the persons who correspond to more criteria in comparison to other persons. In case of equality of criteria number, the preferential right belongs to the person holding a higher length of service in the respective unity.

Article 184 Guarantees for the period of fulfillment of state or social obligations

(1) Employer is obliged to give the employee a pre-notice, by an order (command, decision, decree), under employee's signature, about intention to cancel the individual labour contract signed for a determined or undetermined time period, in the following terms:

a) 2 months before in case of dismissal in connection with entity liquidation or ceasing of the employer-physical person activity, reduction of the personnel number or staff (art. 86 paragraph (1) letter b) and c));

b) one month before in case of dismissal as consequence of revealing the fact that employee does not correspond to the held position or work due to his health condition, following the respective medical certificate, or as result of insufficient qualification confirmed by the decision of the attestation commission (art. 86 paragraph (1) letter d) and e)).

(2) During the time periods stipulated in the paragraph (1), employee shall be granted to at least one free day per week, with keeping his average wage, for the search of another workplace.

(3) Pre-notice is not obligatory when the individual labour contract is ceased as result of breach by the employee of his working obligations (art. 86 paragraph (1) letter g)-k), m) o)-r)).

Article 185 Guarantees in case of ceasing of the individual labour contract due to change of the entity owner

(1) In case of change of the entity owner, the new owner, within a period of maximum 3 months from appearance of the ownership right, on the basis of the art.86 paragraph (1) letter f), shall have the right to cancel the individual labour contracts concluded with the entity head, his deputies, chief-accountant.

(2) The new owner grants to each of the dismissed persons according to the paragraph (1) an additional compensation if this thing is stipulated by the individual labour contract.

#### Article 186 Dismissal indemnity

(1) Employees dismissed due to entity liquidation or ceasing of the employer-physical person activity (art.86 paragraph (1) letter b)), or reduction of the personnel number or staff in the entity (art.86 paragraph (1) letter c)) are guaranteed:

a) for the first month, payment of the dismissal indemnity equal to the summed amount of one weekly average wage for each year worked in the respective entity, but not less than one monthly average wage. If entity was the assignee of one previously reorganized entity and the individual labour contract with the following employees has not been terminated according to the art.86 paragraph (1) letter c), all the years of activity will be taken in calculation.

b) for the second month, keeping the monthly average wage if the dismissed person has not been employed;

c) for the third month, keeping the monthly average wage if after dismissal employee has registered within 14 calendar days at the territorial agency of employment and has not been employed, fact confirmed by the corresponding certificate;

d) when entity is liquidated, by a written agreement of parties, the integral payment of the sums related to dismissal for all 3 months, at the date of dismissal.

Note: In case of employment of the persons within the months indicated in the letter b) and c), the average wage will shall be paid for the period until his employment.

(2) Indemnity for dismissal from work in the amount of an average wage for 2 weeks shall be paid to employees when the individual labour contract is ceased due to :

a) revealing the fact that employee does not correspond to the held position or work due to his health condition, in accordance with the corresponding medical certificate, or as result of insufficient qualification confirmed by the decision of the attestation commission (art.86 paragraph (1) letter d) and e));

b) reinstatement in the workplace, according to the court decision, of the employee who was previously carrying out the respective work (art.86 paragraph (1) letter t));

c) employee refusal to be transferred to another locality in connection with the entity transfer to another locality (art.86 paragraph (1) letter t));

(3) Employees whose individual labour contract has been suspended in



connection with enrolling in the military service of fixed term, in the military service of reduced term or in the civil service (art.76 letter e)) or who resigned due to breach by employer of the individual or collective labour contract (art.85 paragraph (2)) shall benefit from the indemnity stipulated in paragraph (2).

(4) Payment of the indemnity for dismissal from work and of the average wage shall be made at the previous workplace.

(5) In the collective and individual labour contract can be also stipulated some other cases of payment of the indemnity for dismissal from work, its increased amounts, as well as the longer terms of keeping the wage.

## Chapter V

### OTHER GUARANTEES AND COMPENSATIONS

Article 187 Guarantees granted to employees selected for elective positions Employee whose individual labour contract has been suspended due to choosing him for an elective position, according to the legislation in force (art.78 paragraph (1) letter d)), after termination of his empowerments in the respective position, the previous position he was holding shall be given back to him, and if absent another work (position) equivalent to the same or, with the employee's agreement, in another entity.

Article 188 Guarantees for the period of fulfillment of the state or social obligations

(1) During fulfillment of state or social obligations, employees are guaranteed the keeping of their workplace (position) and average wage in accordance with the paragraph (2) in the event that, according to the legislation in force, these obligations are fulfilled within the program hours.

(2) The average wage shall be kept for employees in case of fulfillment of the following state or social obligations:

- a) presentation, upon summoning, to the bodies of criminal proceedings, public prosecutor, court as witness, injured party, expert, specialist, translator, procedural assistant
- b) participation as members of voluntary teams of firemen in extinguishing the fire or accident; as well as
- c) in case of fulfillment of other state or social obligations stipulated by legislation in force;

Article 189 Guarantees and compensations granted to employees called to fulfill military service for a fixed period, military service for reduced

period or civil service

Employees who are called to execute the military service of fixed period, military service of reduced period or civil service benefit from guarantees and compensations stipulated by legislation in force.

Article 190 Guaranteed granted to employees who are blood donors

(1) Employer is obliged to allow, without creating obstacles, the presentation of employees-blood donors to the medical institutions in the day of donation of blood or blood products to use them for therapeutic purpose, keeping for employees the average salaries and providing them, in case of necessity, with transport.

(2) Employees blood donors shall be entitled, in the day immediately following the day of blood or blood products donation, to one free day with keeping the average wage.

(3) In case of blood or blood products' donation during the annual rest leave, rest days and holiday nonworking day, employer is obliged to grant to employee blood donor another paid free day, which can be attached to the annual rest leave with the consent of this employee.

Article 191 Guarantees and compensations granted to employees inventors and rationalizers

Employee, author of the invention or rationalization proposal shall benefit from guarantees and compensations stipulated by the legislation in force, by collective and/or individual labour contracts.

Article 192 Compensations for depreciation of the goods belonging to employees

(1) Employee who uses, with employer's agreement or knowledge and in his interest, his personal goods shall be paid a compensation for usage and depreciation of the transport means, equipment and other materials and technical means that belong to him and the expenditures related to them are compensated to him.

(2) The compensation quantum and manner of payment are established by the written agreement of the parties of the individual labour contract.

Article 193 Guarantees granted to employees obliged to pass medical controls (examinations)

Employees are kept their average wage at their workplace during medical controls (examinations) which, according to the present code or other normative documents, they are obliged to pass.

#### Article 194 Guarantees related to medical leave

In the event that employee is entitled to medical leave, employer shall have the obligation to pay him an indemnity in accordance with the conditions of the art.123 paragraph (2).

#### Article 195 Guarantees and compensations granted to employees who attend, at the initiative of the employer, a professional training course

(1) Employees who attend, at employer's initiative, a professional training course, with work activity stoppage, keep their workplace (position) and their average wage and shall be entitled to guarantees and compensations stipulated by the legislation in force.

(2) For employees who attend, at employer's initiative, a professional training course in another locality, with work activity stoppage, the expenditures for the trip shall be compensated in the manner and conditions stipulated for the employees sent on trip for work purpose.

#### Article 196 Guarantees and compensations in case of work-related accidents and occupational diseases

(1) In case of health damage or death of employee as result of a work-related accident or occupational disease, the missed wage (income), as well as the additional expenditures for medical, social and professional recovery in connection with health damage shall be compensated to employee and the expenditures related to decease are compensated to the family of the deceased.

(2) The size and conditions of granting the guarantees and compensations stipulated in the paragraph (1) are established by the legislation in force.

#### Article 197 Guarantees in the field of state social insurance

Employees are subject to state social insurance and benefit from all guarantees, compensations and other payments stipulated by the system of state social insurance according to the legislation in force.

## **Title VII INTERNAL REGULATIONS OF THE ENTITY. LABOUR DISCIPLINE**

### Chapter I

#### INTERNAL REGULATIONS

#### Article 198 General provisions

(1) "Internal regulations" of the entity is a legal document worked out by each entity, through consultation with employees' representatives, and is approved by employer's order (command, decision, and decree).

(2) Internal regulations of the entity cannot comprise provisions which

contradict the legislation in force, clauses of collective conventions and collective labour contract.

(3) No limitations of employee' s individual or collective rights can be established by the entity' s internal regulations.

#### Article 199 Contents of the entity internal regulations

(1) Entity' s internal regulations must contain the following provisions:

- a) labour protection and hygiene within the entity;
- b) observance of non-discrimination principle and removal of any form of infringement of dignity in work;
- c) rights, obligations and responsibility of employer and employees;
- d) work discipline in the entity;
- e) disciplinary breaches and sanctions applied according to the legislation in force;
- f) disciplinary procedure;
- g) working and rest regime.

(2) Entity' s internal regulations can comprise some other regulations regarding the working relations in the entity, as well.

(3) Entity' s internal regulations shall be brought to notice to employees, under their signature, by employer and is legally effective for them from the date of familiarization with it.

(4) Obligation to familiarize the employees, under their signature, with the contents of entity' s internal regulations, must be fulfilled by employer within 5 working days from the date of regulations' approval.

(5) Manner of familiarization of each employee with the contents of the entity' s internal regulations is stipulated directly in its text.

(6) The internal regulations shall be displayed in all the entity' s structural subdivisions.

(7) Any modification or amendment to the entity internal regulations is made with respecting the provisions of the art.198

#### Article 200 Disciplinary statutes and regulations

In certain branches of the national economy, for some employees' categories shall be applied disciplinary statutes and regulations approved by the Government.

#### Chapter II

#### LABOUR DISCIPLINE



## Article 201 Labour discipline

Labour discipline represents the obligation of all employees to comply with some behavior rules established in accordance with the present code, with other normative documents, with collective conventions, with collective and individual labour contracts, as well as with other normative documents at entity level, including with the entity internal regulations.

## Article 202 Provision of labour discipline

Labour discipline is provided within the entity through creation by the employer of economic, social, legal and organizational conditions necessary for performing a work of a higher productivity, through formation of conscious attitude towards work, through application of stimulations and recompenses for the conscious work, as well as sanctions in case of committing some disciplinary breaches.

## Article 203 Stimulations for success in work

(1) For success in work, employer can apply stimulations in form of:

- a) thanks;
- b) rewards;
- c) valuable presents;
- d) diplomas of honour

(2) The entity internal regulations, statutes and disciplinary regulations can stipulate other ways of employee stimulation, as well.

(3) For exceptional successes in work, merits towards society and state, employees can be granted state rewards (orders, medals, and honorable titles), they can receive state awards.

## Article 204 Manner of application of the stimulations

(1) Stimulations shall be applied by employer together with the employees' representatives;

(2) Stimulations shall be announced through an order (command, decision, decree), which shall be brought to notice to the working collective and shall be registered in the employee's labour book.

## Article 205 Advantages and facilities granted to employees who fulfill conscientiously and efficiently the work obligations

Employees who fulfill conscientiously and efficiently the work obligations shall be entitled, with priority, advantages and facilities in the field of social-cultural, to housing services (tickets for spa institutions, rest houses etc). These employees also benefit from the priority right to promotion in work.

## Article 206 Disciplinary sanctions

(1) For breach of work discipline, employer shall have the right to apply the following disciplinary sanctions on the employee:

- a) warning;
- b) reprimand;
- c) severe reprimand;
- d) dismissal (following the reasons stipulated in the art.86 paragraph (1) letter g)-r)).

(2) The legislation in force can stipulate for certain employees' categories other disciplinary sanctions, as well.

(3) Application of penalties and other pecuniary sanctions for breach of labour discipline is forbidden;

(4) For the same disciplinary sanction only one sanction can be applied.

(5) When the disciplinary sanctions are applied, employer must take into account the seriousness of the committed disciplinary breach and other objective circumstances.

## Article 207 Bodies empowered with application of the disciplinary sanctions

(1) Disciplinary sanction shall be applied by the body to which is assigned the right of employment (election, confirmation or appointment in position) of the employee.

(2) Higher bodies than those indicated in the paragraph (1) can also apply disciplinary sanctions on employees who bear disciplinary responsibility according to the statutes or disciplinary regulations and other normative documents.

(3) Employees holding elective positions can be dismissed (art.206 paragraph (1) letter d) only through decision of the body by which they were elected and following legal reasons.

## Article 208 Manner of application of disciplinary sanctions

(1) Until application of the disciplinary sanction, employer is obliged to request from employee a written explanation on the committed act. The refusal to present the requested explanation is registered in an official report signed by a representative of the employer and a representative of employees.

(2) Depending on the seriousness of the act committed by employee, employer shall have the right to organize a work investigation, as well. During the

investigation, employee shall have the right to explain his attitude and to submit personally to the person in charge with carrying out the investigation all the evidence and justifications he considers necessary.

#### Article 209 Terms of application of disciplinary sanctions

(1) The disciplinary sanction is usually applied immediately after establishing the disciplinary breach, but not later than one month from the day of its establishment, without including into calculation the time employee was on annual rest leave, study leave or medical leave.

(2) the disciplinary sanction cannot be applied after expiration of 6 months from the day of committing the disciplinary breach, but as a result of investigation and control of the economic-financial activity after expiration of 2 years from the day of its commitment.

#### Article 210 Application of disciplinary sanctions

(1) The disciplinary sanction is applied by order (command, decision, decree), in which obligatorily is indicated the following:

- a) actual reasons and legal foundation of applying the sanction;
- b) term during which the sanction can be contested;
- c) the body where the sanction can be contested;

(2) The order (command, decision, decree) on sanctioning is brought to notice to employee, under employee's signature, within maximum 5 working days from the date it has been issued and becomes effective from the date of employee familiarization with it. The employee refusal to confirm by signature that he was familiarized with the order is registered in an official report signed by one representative of the employer and one representative of the employees.

(3) The order (command, decision, decree) on sanctioning can be contested by employee in the court according to the conditions of the art.355.

#### Article 211 Validity period and effects of the disciplinary sanctions

(1) The period of validity of the disciplinary sanctions cannot exceed one year from the day of its application. In the event that during this period employee has not been subject to a new disciplinary sanction, it is considered that the disciplinary sanction has not been applied on him.

(2) Employer who applied the disciplinary sanction shall have the right to revoke it within one year at its own initiative, at employee's request, at the request of employees' representatives or directly the employee's chief.

## **Title VIII PROFESSIONAL TRAINING**

### Chapter I

## GENERAL PROVISIONS

### Article 212 Main notions

(1) By professional training is understood any training process as result of which employee acquires a qualification, attested by a certificate or diploma issued according to the law conditions.

(2) By continuous professional training is understood any training process as result of which employee, having already one qualification or profession, enlarges his professional knowledge by extending his knowledge in a certain field of main specialty or by assimilation of new methods or techniques applied in the respective specialty.

(3) By technical training is understood any training system by which an employee assimilates the methods of application of the technical and technological means in the work process.

### Article 213 Rights and obligations of the employer in the field of professional training

(1) Employer is obliged to create necessary conditions and favor the professional and technical training of employees who are following up a training in production field, who are improving or studying in education institutions, without his work activity stoppage.

(2) Within each entity the employer, legal entity, together with the representatives of employees, draws up and approves annually the plans of professional training.

(3) The conditions, methods and duration of the professional training, the rights and obligations of parties, as well as the amount of allocated financial means for this purpose (at a rate of at least 2 percent from the entity fund of waging), are established in the collective labour contract or collective convention.

(4) In the event that participation of employees in the courses of professional trainings or probations is initiated by employer, all the related expenditures are borne by him.

(5) In case of sending the employee away from work for a short period, for professional training, his individual labour contract continues to be effective with keeping his average wage. If the respective period exceeds 60 calendar days, the individual labour contract is suspended, the employee benefiting from an indemnity paid by employer according to the provisions of the collective labour contract.



Article 214 Rights and obligations of employees in the field of professional training

(1) Employee shall have the right for a professional training, including for obtaining a new profession or specialty. This right can be performed by concluding, in written form, of some new contracts of professional training (art.215, 216 paragraph (3) and (4)), additionally to the individual labour contract.

(2) Employee who benefited from one course or probation of professional training according to the conditions of the present code cannot resign during the period established by the contract of professional training, except the cases stipulated in this contract.

(3) In the event that employee comes with the initiative of participation in the professional training, with his work activity stoppage, organized outside the entity, employer shall examine the written request of the employee together with the representatives of employees.

(4) Within 15 calendar days from the date of request registration, employer will decide in what conditions he can allow the employee to participate in the professional training according to paragraph (3) and if he bears, integrally or partially, its costs.

## Chapter II

### CONTRACT OF PROFESSIONAL QUALIFICATION

Article 215 Contract of professional qualification

(1) Contract of professional qualification is a special contract concluded in written form, added to the individual labour contract, according to which the employee is obliged to attend a professional training course, organized by employer, in order to obtain a professional qualification.

(2) Professional training at the level of the entity is made according to the contract of professional qualification by an instructor or teaching master, appointed by employer, chosen from the qualified employees with professional experience and authorized in the manner stipulated by the law.

## Chapter III

### APPRENTICESHIP CONTRACT AND CONTRACT OF CONTINUOUS PROFESSIONAL TRAINING

Article 216 Apprenticeship contract and contract of continuous professional training

(1) Employer shall have the right to conclude an apprenticeship contract with a person up to 30 years of age who is searching for a workplace and who doesn't have a professional qualification.

(2) Apprenticeship contract, concluded in a written form, is a civil right contract and is regulated by the Civil Code and other normative documents that comprise norms of civil right.

(3) Employer shall have the right to conclude a contract of continuous professional training with any of the entity's employees.

(4) Contract of continuous professional training which is concluded in written form is a document additional to the individual labour contract and is regulated by the labour legislation and other normative documents that include norms of labour right.

Article 217 Contents of the apprenticeship contract and of the continuous professional training contract

(1) Apprenticeship contract and contract of continuous professional training will include:

- a) name and surname of the parties;
- b) indication of profession, specialty and qualification which the apprentice or employee will obtain;
- c) employer's obligations regarding creation of training conditions stipulated in the contract;
- d) contract term;
- e) obligation of the person to attend the professional training course and to activate according to the obtained profession, specialty, qualification during the period stipulated by the respective contract.
- f) conditions of labour remuneration during apprenticeship or continuous professional training.

(2) Apprenticeship contract and contract of continuous professional training can also comprise some other clauses determined by parties, which do not contradict with the legislation in force

Article 218 Duration of apprenticeship and of the continuous professional training

(1) Duration of apprenticeship and continuous professional training should not exceed, during the week, the duration of the working time established by the present code for the respective age and profession at execution of the corresponding works.

(2) The time needed by the apprentice for participation in the theoretical activities related to professional training shall be included in the working

time.

(3) Employees involved in the continuous professional training in the entity can be temporarily dismissed from the work stipulated by the individual labour contract or can work part-time or on flexible regime of working time, with the written consent of employee.

(4) With respect to employees involved in continuous professional training is forbidden:

- a) work performed in hard, harmful and/or dangerous conditions;
- b) additional work;
- c) night work;
- d) detachment which is not connected with professional training.

(5) Term of apprenticeship and continuous professional training starts running at the date mentioned in the contract, extending with the period of medical leave and other cases stipulated by the contract.

Article 219 Application of the labour legislation in the course of apprenticeship and of the continuous professional training

(1) As regards the apprentices and employees who concluded a continuous professional training, the labour legislation, including legislation regarding labour protection shall be applied.

(2) The clauses of the apprenticeship contracts and continuous professional training contracts which contradict with the legislation in force, provisions of the collective conventions and of labour collective contracts shall be deemed null and inapplicable.

(3) Employer will provide, by a corresponding control, carried out together with the representatives of employees, the efficiency of the apprenticeship system and of any other system of personnel training and their proper protection.

Article 220 Ceasing of the continuous professional training contract

The continuous professional training contract can cease for reasons stipulated by the present code for individual labour contract ceasing or for other reasons stipulated by the legislation in force.

Article 221 Ceasing (termination) of the apprenticeship contract

Apprenticeship contract shall cease (terminate) for reasons stipulated by the Civil Code.

## Title IX LABOUR PROTECTION

### Chapter I

#### GENERAL PROVISIONS

Article 222 Main directions of the state policy in the field of labour protection

(1) The main directions of the state policy in the field of labour protection are:

- a) granting priority to employee life and health keeping;
- b) issuance and application of normative documents regarding labour protection;
- c) coordination of activities in the field of labour and environment protection;
- d) state supervision and control over respecting the normative documents in the field of labour protection;
- e) supporting the public control over respecting the lawful rights and interests of employees in the field of labour protection;
- f) investigation and record-keeping of the work-related accidents and occupational diseases;
- g) defending the lawful interests of employees who suffered as result of work-related accidents and occupational diseases, as well as of the members of their families, by the obligatory social insurance against work-related accidents and occupational diseases;
- h) establishment of compensations for the work in hard, harmful and/or dangerous conditions that cannot be removed due to the actual level of production and labour organization;
- i) propagation of advanced experience in the field of labour protection;
- j) participation of public authorities in the execution of labour protection measures;
- k) training and retraining of specialists in the field of labour protection;
- l) organization of state statistical record-keeping of the working conditions, work-related accidents, occupational diseases and their material consequences;
- m) providing the functioning of the unique informational system in the field of labour protection;
- n) international cooperation in the field of labour protection;
- o) contribution in the creation of non-dangerous working conditions, in elaboration and utilization of non-dangerous techniques and technologies, in the production of means of individual and collective protection of employees;
- p) regulation of providing the employees with equipment of individual and collective protection, with rooms and sanitary-social installations, with curative-prophylactic means



(2) Implementation of the main directions of state policy in the field of labour protection is provided by coordinated actions of the central and local public authorities, patronages, trade unions, employers, employees' representatives.

#### Article 223 Coordination of labour protection activity

Ministry of Economy and Trade performs coordination of labour protection activity in the Republic of Moldova.

#### Article 224 Issuance of the labour protection norms and labour hygiene norms

The norms of labour protection and norms of labour hygiene, which are obligatory for the entities, are issued by the Ministry of Economy and Trade and Ministry of Health and Social Protection after consultation with patronages and trade unions, with respecting the provisions of the Law on the normative documents of the Government and of other authorities of central and local public administration.

### Chapter II

#### THE ORGANIZATION OF LABOUR PROTECTION

##### AND THE PROVISION OF EMPLOYEE RIGHT TO LABOUR PROTECTION

#### Article 225 Employer obligations regarding provision of labour protection

Employer takes responsibility for providing labour protection in the entity and has the following obligations in this field:

- a) to approve, at the stage of investigation, projection and execution of construction and technical equipments, of working out technological processes, solutions corresponding to norms of labour protection, which application would eliminate the employee risks to get injured and catch occupational diseases;
- b) to activate only on the basis of the functioning authorization from the point of view of labour protection, but in case of launching in production of technical equipments, individual equipment of protection and work also on the basis of the corresponding notice, documents issued by the empowered bodies, as well as to keep the conditions for which these ones have been obtained and to request reexamination of the documents mentioned in the case of change of the initial conditions;
- c) to establish the empowerments and obligations of the managers regarding execution of labour protection measures;
- d) to organize the service for labour protection and medical service;
- e) to pay to medical institutions the expenditures for granting the emergency medical help in case of work-related accidents and sharpening of occupational diseases
- f) to contribute to creation in the entity of the committee for labour protection;

- g) to provide assessment of the risk factors at the workplaces;
- h) to provide elaboration and implementation of the annual plan on measures of labour protection in the entity;
- i) not to attract the means of the employees in the coverage of expenditures related to execution of labour protection measures in the entity;
- j) to admit to work only persons who, as result of medical control (investigation), correspond to the work tasks to be executed; to provide periodicity of these controls (examinations);
- k) to inform each employee about the risks he is exposed to in carrying out his activity at the workplace, as well as about the needed preventive measures;
- l) to instruct the employees about labour protection, including instructing the empowered persons about labour protection.
- m) to work out and approve, together with the employees' representatives, the instructions regarding labour protection, corresponding to the conditions in which the activity at the workplace is carried out;
- n) to provide the employees with individual equipment of protection and work, as well as to provide the keeping, maintenance, reparation, cleaning and detoxification of this equipment;
- o) to grant hygienic-sanitary materials to employees who work at workplaces with conditions of excessive skin dirtying or possible contact of the harmful substances with the hands.
- p) to provide protection nutrition to employees who work in harmful working conditions;
- r) to provide good functioning of protection systems and devices, of measuring and control machinery, as well as of the installations for capturing, holding and neutralization of the harmful substances released during the technological processes;
- s) not to request from employee the carrying out of work tasks implying danger for injury;
- t) to insure each employee against work-related accidents and occupational diseases;
- u) to provide publicity, investigation, record-keeping, correct reporting and in the established terms of the work-related accidents and occupational diseases produced in the entity, elaboration and execution of measures of their preventing;
- v) to provide, in case of injury or sickness catching at the workplace the first needed help and transportation of employees to medical institutions;
- x) to transfer, in the manner established by the present code, to an easier work of the employees who need this thing due to health reasons;

#### Article 226 Employee obligations in the field of labour protection

Employees has the following obligations in the field of labour protection:

- a) to respect the instructions of labour protection corresponding to the

performed activity;

- b) to use the received means of individual protection according to the purpose;
- c) to carry out his activity without putting himself and the rest of employees in danger;
- d) not to raise, move or destroy the protection, signaling and warning devices, not to hinder application of the methods and techniques of reduction or removing influence of the factors of risk;
- e) to inform his direct chief about any technical malfunction or another situation when the requirements of labour protection are not respected;
- f) to cease his activity when an imminent danger to get injured appears and to inform immediately about it his direct head;
- g) to inform his direct head about any accident or sickness at the workplace;.

Article 227 Employee right for a work complying with the norms of labour protection

Each employee shall have the right:

- a) to have a workplace corresponding to the norms of labour protection;
- b) to be insured obligatorily against work-related accidents and occupational diseases;
- c) to receive from employer truthful information about the working conditions, existence of the risk to harm his health and about the protection measures against the influence of the risk factors;
- d) to refuse execution of works in case of appearance of a danger to life or health, until its removal;
- e) to be provided, on the employer's account, with equipment of individual and collective protection in the established manner;
- f) to be instructed in the field of labour protection and to benefit from professional retraining for reasons related to labour protection, at employer's account.
- g) to address to employer, patronages, trade unions, authorities of the central and local public administration, court for settling the problems related to labour protection;
- h) to participate in person or through his representatives in the examination of issues related to providing non-dangerous working conditions at his workplace, in the investigation of the work-related accident or occupational disease caught by him;
- i) to be subject to a special medical control according to the medical recommendations, with keeping the workplace and average wage for the duration of carrying out the respective control;
- j) to receive the compensations stipulated by the law, collective conventions, collective and individual labour contract in the event that he is hired for work in hard, harmful and/or dangerous conditions

Article 228 Guarantees of the employee right for a work corresponding to the

norms of labour protection

- (1) The state guarantees to employees protection of their right for a work that corresponds to the norms of labour protection.
- (2) The working conditions stipulated in the individual labour contract should correspond to the norms of labour protection.
- (3) During suspension of the work activity stipulated in the individual labour contract by the state control bodies, as result of breach of requirements of the labour protection without employee' s fault, he keeps his workplace (position) and the average wage.
- (4) If employee refuses to render the work when appears danger to his life and health, employer is obliged to grant the employee, by transfer or detachment, another work until danger removal, with keeping the wage of the previous workplace.
- (5) In the event that it is not possible to grant another work, the time of employee work stoppage until removal of danger to his life and health is paid by the employer according to the art.163 paragraph (1)..
- (6) In the event that employee is not supplied with individual and collective protection equipment, according to the established norms, employer has no right to demand from employee execution of his work obligations and is obliged to pay the stoppage caused by this reason according to the provisions of the paragraph (5).
- (7) The refusal of employee to perform the work in case of appearing danger to his life or health due to failure to respect labour protection requirements or due to performing work in hard, harmful and/or dangerous conditions which are not stipulated in the individual labour contract, leads to disciplinary responsibility.
- (8) In case of harming the employee health in the process of carrying out the work obligations, the damage compensation is made in accordance with the legislation in force.
- (9) For the purpose of prevention and liquidation of breaches on the normative documents regarding labour protection and hygiene, the public authorities provide organization and state control and supervision over respecting the normative documents regarding labour protection and hygiene and establish the responsibility of the employer and officials for their breach.

Article 229 Compliance with the norms of labour protection of the entities, buildings and other constructions

- (1) The entities, buildings and other constructions must be projected, executed and utilized in such a way as to meet the requirements of labour protection and not to put in danger the employees life and health.
- (2) The technical documentation of execution of entities, buildings and other constructions is kept by the employer during their exploitation.



(3) The workplaces characterized by harmful substance releases, regardless of their location, in closed spaces or open air, will be placed, built up, and equipped in the way to avoid pollution or negative impact on the nearby workplaces and close-fitting sanitary-social rooms.

(4) The entities, buildings and other constructions will be supplied with sanitary-social rooms and equipments in accordance with the physiological needs of the employees, characteristics of the work processes and work environment.

(5) Reception and putting into operation of the entities, sections, production sectors, technological lines, buildings and other new constructions, reconstructed or reequipped, are admitted only with the authorization of the Labour Inspection and State Sanitary-Epidemiological Service and with the agreement of trade-unions.

#### Article 230 Compliance with the standards and norms of labour protection and hygiene

(1) The technical equipment must be projected, manufactured and used in such a manner as to meet the labour protection norms and hygiene and not to put in danger the life and health of employees.

(2) The launch in production of some new methods of technical equipment is made only after endorsement of the prototypes by the Labour Inspection, other concerned bodies, as well as by the respective trade union.

(3) The technical equipment produced in the country or imported must be accompanied by instructions of usage in the state language.

#### Article 231 Launch in production of individual protection equipment, clothing and shoes for work

(1) Entities producing individual protection equipment, clothing and shoes for work, will respect their manufacturing conditions, stipulated in the corresponding standards.

(2) Launch in production of some new assortments of individual protection equipment, clothing and shoes for work is done only after endorsement of the prototypes by the Labour Inspection, other concerned bodies, as well as the respective trade union.

#### Article 232 Organization of workplaces

(1) The workplaces should be organized in such a way as:

- a) to provide the conditions of labour protection and hygiene;
- b) to avoid forced and unnatural positions of the employee body and to provide

the possibility of changing the body position during work by equipping the workplace, by using corresponding technical equipments, by optimization of the technological flow.

(2) The workplaces requiring an increased physical or neuropsychic effort or implying harmful factors of physical, chemical or biological character, will be provided with measures of securing a working regime and rhythm that would prevent the harming of the employee health.

(3) Employees who perform the work in a warm microclimate (over 30 degrees C) or a cold one (under 5 degrees C) will benefit from pauses for recovery of their capacity of body thermoregulation, which duration and frequency are established depending on the effort intensity and values of the microclimate components. For this purpose, fixed or mobile rooms with corresponding microclimate will be provided.

(4) Distribution of workplaces for employees is made in such a way as the requests imposed by the work specific character, work environment, relations human-machinery and psychosocial relations of the work collective to correspond to the psycho-physiological peculiarities of employees.

(5) The workplaces should be attested from the point of view of labour protection at least once in five years.

Article 233 Carrying out of the activity of production and service performing

(1) The activity of production and service rendering will be carried out according to the technological processes that will meet the standards and norms of labour protection and hygiene.

(2) In the event that the norms of labour protection and hygiene are absent, employer is obliged to provide some measures of labour protection and hygiene corresponding to the concrete conditions in which the respective activities are carried out, by approving the internal instructions of labour protection and hygiene.

(3) Bilateral contracts concluded between employer and other partners, including foreign partners, for carrying out some works on the territory of the Republic of Moldova or other countries, will comprise clauses regarding labour protection and hygiene.

(4) Employers can carry out production activity or render services only if they hold authorization of functioning from the aspect of labour protection and hygiene, issued by the Labour Inspection in the manner established by the Government.

## Article 234 Service for labour protection and hygiene

(1) The Service for labour protection and hygiene shall be created in the entities which have 50 or more employees.

(2) If the work environment imposes a dynamic control of harmful factors, in the entity shall be created a laboratory of industrial toxicology under Service for labour protection and hygiene.

(3) The Service for labour protection and hygiene shall provide the employer with consultations and assistance in elaboration and execution of measures for preventing the work-related accidents and occupational diseases.

(4) The Service for labour protection and hygiene has the purpose of:

- a) prevention, elimination or reduction of the action of risk factors that might occur during the work process;
- b) improvement of work methods and work environment by adapting them to the psychophysical capacities of the employees;
- c) contribution in the instruction of employees on the subject of labour protection and hygiene

(5) Personnel of the service for labour protection and hygiene shall be formed of specialists with a corresponding training in the field;

(6) Entities that have less than 50 employees and do not have a service for labour protection and hygiene and a laboratory of industrial toxicology can apply, in the established manner, to the services of the specialized entities.

## Article 235 Medical service

(1) The medical service shall be founded obligatorily in the entities with 300 or more employees. In the entities where the number of employees is less than 300, employer and representatives of employees shall settle the problem of creation of the medical service in the process of collective negotiations.

(2) The medical service has the purpose of:

- a) organizing and carrying out, in the manner established by the legislation, of the medical control (investigation) of the employees at the stage of employment, as well as during the action of the individual labour contract;
- b) respecting the norms of labour hygiene.

(3) For the employee to fulfill his tasks, the medical service can propose to the employer, following a corresponding medical certificate, to change, by transfer or detachment, the employee's workplace or work specific character due to his health condition.

(4) The personnel of the medical service shall be formed of persons with medical education, selected by employer at the proposal of the related public authority in the field of health protection.

(5) Entities which have less than 300 employees and which do not have a medical service can apply to the services of the medical institutions in the established manner.

#### Article 236 Committee for labour protection and hygiene

(1) Committee for labour protection and hygiene shall be formed, on the basis of parity principle, of persons empowered by employer and employees with labour protection and hygiene.

(2) Committee for labour protection and hygiene provides cooperation between employer and employees in the process of elaboration and execution of measures on prevention of work-related accidents and occupational diseases.

(3) The standard regulation of organization and functioning of committees for labour protection and hygiene is approved by the Ministry of Economy and Trade, together with patronages and trade unions.

#### Article 237 Elaboration, fulfillment and financing of the measures of labour protection and hygiene

(1) Employer shall work out, following evaluation of the risk factors at the workplaces and after consultation with the committee for labour protection and hygiene, as well as in the manner established by the Ministry of Economy and Trade, an annual plan of measures of labour protection and hygiene.

(2) The annual plan of measures of labour protection and hygiene shall be approved by employer and in case of conclusion of collective labour contract it shall become a component part of it.

(3) Expenditures related to execution of measures of labour protection and hygiene shall be fully financed from the own means of the entity.

(4) Employees shall bear no expenditures related to financing the measures of labour protection and hygiene.

(5) The financing of measures of labour protection and hygiene at national, branch and territorial levels shall be made in accordance with the legislation in force and collective conventions of the respective level.

#### Article 238 Medical examination at the stage of employment and periodical medical examinations

(1) Employment and transfer of some categories of employees to other



workplaces shall be made according to the certificates issued on the basis of medical examinations.

(2) List of categories of employees subject to medical examination at the stage of employment and to periodical medical examinations is approved by the Ministry of Health and Social Protection.

(3) Employees shall have no right to dodge medical examination.

(4) Expenditures related to organization and carrying out of medical examinations are borne by employer.

Article 239 Instruction of employees in the matter of labour protection and hygiene

(1) Instruction of employees in the matter of labour protection and hygiene has the purpose of acquiring the knowledge and training of the respective skills.

(2) Instruction of employees in the matter of labour protection and hygiene shall be made in the manner established by the Ministry of Economy and Trade after consultation with the respective trade unions.

Article 240 Delivery of the equipment of individual protection, clothing and shoes for work

(1) The equipment of individual protection, clothing and shoes for work shall be granted to employees by employer.

(2) The assortments of equipment of individual protection, clothing and shoes for work, the categories of employees to whom they shall be entitled are established in the manner stipulated by the Ministry of Economy and Trade and are mentioned in the collective labour contract.

(3) In case of depreciation of equipment of individual protection, clothing and shoes for work and losing as result of the protective characteristics, employees shall receive obligatorily new equipment.

(4) In the event that employee deteriorates or loses the equipment of individual protection, clothing and shoes for work, before their established term of usage, he shall bear responsibility for the caused damage, in accordance with the legislation in force.

Article 241 Distribution of hygienic-sanitary protection materials

(1) The hygienic-sanitary materials of protection shall be distributed free of charge by the employer to employees who work at workplaces in conditions of

excessive skin dirtying or a possible influence of the harmful substances upon the hands.

(2) The assortments of hygienic-sanitary materials of protection, the needed quantities and periodicity of their distribution shall be established by the employer in the manner set by the Government.

#### Article 242 Provision of protection food

(1) Protection food shall be granted free of charge by the employer to employees who work at workplaces with harmful conditions.

(2) The food stuffs to be offered as free of charge protection food, their quantity and categories of employees to whom they will be granted shall be established in the manner established by the Government and shall be stipulated in the collective labour contract.

#### Article 243 Investigation of the work-related accidents and occupational diseases

(1) Investigation of work-related accidents shall be made for the purpose of establishing the circumstances and reasons which caused them, as well as for determining the measures of prevention of such type of phenomena.

(2) By investigating the cases of contracting occupational diseases, the diagnosis is confirmed, the professional character of the disease is confirmed or refuted and the causes which provoked the disease are determined.

(3) Notification, investigation, registration and record-keeping of the work-related accidents shall be made in the manner established by the Government.

(4) In the investigation of the work-related accidents shall have the right to participate the representatives of higher ranked bodies and of the trade unions, as well as to be present persons who represent the interests of the injured persons or their families.

#### Article 244 Responsibility for breach of the labour protection norms

Officials and employees culpable of breach of labour protection norms shall bear material, disciplinary, administrative and penal responsibility in accordance with the legislation in force.

### Title X

## PECULIARITIES OF LABOUR REGULATION OF SOME EMPLOYEE CATEGORIES

### Chapter I

## GENERAL PROVISIONS

## Article 245 Peculiarities of labour regulation

The peculiarities of labour regulation represent a totality of norms which stipulates application on certain categories of employees of general regulations regarding work or establish for these categories additional rules as regards the mentioned field.

## Article 246 Categories of employees to whom the peculiarities of labour regulation are applied

The peculiarities of regulation of the work performed by women, persons with family obligations, of employees up to 18 years of age, of entity heads, of persons holding an extra job (second job), as well as of other categories of employees, are established by the present code and other normative documents.

## Chapter II

### WORK OF THE WOMEN, PERSONS WITH FAMILY OBLIGATIONS AND OTHER PERSONS

## Article 247 Employment guarantees for pregnant women and persons with children up to 6 years of age

(1) The refusal to employ or reduce the quantum of wage for reasons of pregnancy or reason of having children up to 6 years of age is forbidden. Refusal to employ a pregnant woman with a child up to 6 years of age from other reasons must be motivated, employer informing in writing the respective person within 5 calendar days from the date of registration in the entity of the employment request. The refusal to employ can be contested in the court.

(2) The entity is obliged to employ, according to the quote established by the Government, the persons indicated in the paragraph (1) sent to work by employment agencies.

## Article 248 Works for which the utilization of woman labour is forbidden

(1) It is forbidden to use the woman labour in works with hard and harmful conditions, as well as in underground works, except the underground works of sanitary and social service that does not imply physical work.

(2) It is forbidden that women raise or manually transport weights exceeding the maximum norms established for them.

(3) The classified list of works with hard and harmful working conditions at which usage of woman labour is forbidden, as well as the norms of maximum admitted loads for women when raising and manually transporting the weights, is approved by the Government after consultation with patronages and trade unions.

#### Article 249 Limitation of sending on trip for work purpose

(1) It is not allowed to send on work trip the pregnant women, women on postnatal leave, women with children up to 3 years of age, as well as persons to whom the traveling is contra-indicated, according to medical certificate.

(2) Disabled persons of I and II degree, women with children from 13 to 14 years of age (disabled children up to 16 years of age), persons who combine leaves for child care, stipulated in the art.126 and 127 paragraph (2) with work, as well as employees who look after a sick member of the family, on the basis of a medical certificate, can be sent on leave only with their written agreement. Employer is obliged to inform in writing the mentioned employees about their right to refuse traveling.

#### Article 250 Transfer to an easier work of pregnant women and women with children up to 6 years of age

(1) Pregnant women and breast-feeding women shall be entitled, by transfer or detachment, in accordance with the medical certificate, to an easier work, that excludes influence of unfavorable production factors, pregnant women will be released from fulfilling their work obligations, keeping for them their average wage for the days they didn't work for this reason.

(3) Women with children up to 3 years of age, in the event that they do not have the possibility to fulfill their work obligations at their workplace, are transferred, in the manner established by the present code, to another workplace, keeping their average wage from their previous workplace until the child is 3 years old.

#### Article 251 Prohibition of dismissal of pregnant women and employees who look after children up to 6 years of age

It is prohibited to dismiss from work the pregnant women, women with children up to 6 years of age and persons who use the leaves for child care stipulated in the art.124, 126 and 127, except case of entity liquidation.

#### Article 252 Guarantees for persons who look after children lacking maternal care

The guarantees and rights granted to women with children up to 6 years of age and to other persons who use the leaves for child care, stipulated in the art.124, 126 and 127 (limitation of night work, additional work, demand to work on rest days and sending on work trip, granting additional leaves, establishment of a privileged work regime, other guarantees and facilities stipulated by the labour legislation), also extend, besides the relatives mentioned in the art.124 paragraph (4), over other persons who actually look after children lacking maternal care (in case of death, loss of parental rights or long-time staying of the mother in a treatment institution, in



other cases), as well as over the tutors (guardians) of minors.

### Chapter III

#### WORK OF THE PERSONS OF THE AGE UP TO 18 YEARS OF AGE

##### Article 253 Medical examination of employees up to 18 years of age

(1) Employees up to 18 years of age are employed only after they have passed a preliminary medical examination. Further on, until they reach the age of 18 years old, they shall be subject to an obligatory medical examination every year.

(2) The expenditures for the medical examinations shall be borne by employer.

##### Article 254 Working norm for employees up to 18 years of age

(1) For employees up to 18 years of age, the working norm shall be established starting from the general working norms, proportionally to the reduced working time established for the respective employees.

(2) For employees up to 18 years of age employed after graduating from gymnasiums, lyceums, high-schools, polyvalent professional schools and vocational schools, the employer shall establish reduced working norms, according to the legislation in force, collective conventions and collective labour contract.

##### Article 255 Works for which the labour utilization of persons up to 18 years of age is prohibited

(1) It is prohibited to use the labour of persons up to 18 years of age at works with hard, harmful and/or dangerous working conditions, at underground works, as well as at works which can lead to damage of health or moral integrity of minors (games of chance, work in night places, production, transportation and commercialization of alcoholic beverages, tobacco products, narcotics and toxic substances). It is prohibited that minors manually raise and transport weights exceeding the maximum norms established for them.

(2) The classified list of works with hard, harmful and/or dangerous working conditions for which labour utilization of persons up to 19 years of age is prohibited, as well as the maximum admissible norms regarding manual raising and transporting of weights for persons up to 18 years of age, is approved by the Government after consultation with patronages and trade unions.

##### Article 256 Prohibition of sending the employees up to 18 years of age on work trip

It is prohibited to send on work trip the employees up to 18 years of age, except employees from audiovisual institutions, theatres, circuses, cinema

organizations, theatre and concert organizations, as well as from organizations of professional sportsmen.

Article 257 Additional guarantees at dismissal of employees up to 18 years of age

Dismissal of employees up to 18 years of age, except in case of entity liquidation, is allowed only with the written consent of the territorial employment agency, respecting the general conditions of dismissal stipulated by the present code.

#### Chapter IV

#### WORK OF THE HEADS OF ENTITIES AND MEMBERS OF COLLECTIVE BODIES

Article 258 General provisions

(1) The provisions of this chapter are applied to the heads of all entities, except the cases when the head (employer) is also the entity owner.

(2) The head of the entity is the physical person who, according to the legislation in force or entity constitution documents, executes the tasks of the administration of the respective entity, fulfilling simultaneously the functions of the executive body.

Article 259 Legal basis for regulating the work of the entity head

The rights and obligations of the entity head in the field of labour relations are regulated by the present code, other normative documents, documents of entity constitution and individual labour contract.

Article 260 Conclusion of the individual labour contract with the head of the entity

(1) The individual labour contract with the entity head is concluded for the period indicated in the documents of entity constitution or for a period established by the parties and stipulated in the contract.

(2) The legislation in force or the documents of entity constitution can stipulate special procedures prior to the conclusion of the individual labour contract with entity head (contest organization, election or appointment in position).

Article 261 The holding of extra job by the head of the entity

(1) The head of the entity cannot hold an extra-job in another entity or cumulate positions in the entity he is leading, with the exceptions stipulated by the legislation in force.

(2) The head of the entity cannot be party of the bodies which perform supervision and control in the entity he leads.

## Article 262 Material responsibility of the head of the entity

(1) The head of the entity shall bear full material responsibility for direct and real damage he caused to the entity, according to the present code and other normative documents.

(2) In the cases stipulated by the legislation in force, the head of the entity shall repair the damage caused to the entity as result of his culpable action or inaction. Calculation of this prejudice shall be made in accordance with the norms of the Civil Code.

## Article 263 Additional reasons for ceasing the individual labour contract concluded with the head of the entity

Besides the cases of ceasing the individual labour contract for reasons stipulated by the present code and other normative documents, the individual labour contract concluded with the head of the entity can cease in case of:

- a) dismissal from work of the head of the entity-debtor in accordance with the legislation regarding insolvency;
- b) issuance by the empowered body or entity owner of the legally grounded order (command, decision, decree) on ceasing the individual labour contract before the established term; as well as
- c) in other cases stipulated by the individual labour contract.

## Article 265 Dismissal of the head of the entity

The head of the entity shall have the right to resign prior to the expiry of the individual labour contract in the cases stipulated by the contract, giving the employer a one month written notice.

## Article 266 Other peculiarities of regulating the work of the heads of entities and members of collective bodies

The legislation in force and/or documents of entity establishment can also stipulate the peculiarities of regulating the labour of entity heads, as well as peculiarities of regulating the labour of members of the entity's collegial executive body, activating in accordance with the individual labour contract.

## Chapter V

### EXTRA JOB (SECOND JOB)

## Article 267 General provisions

(1) Fulfillment of extra job (second job) means fulfillment by an employee, besides the main job, of an extra job, permanent or temporary, over the main working hours, on the basis of a distinct individual labour contract.

(2) The individual labour contracts of extra job can be concluded with one or more employers, unless it contradicts the legislation in force.

(3) The extra job can be fulfilled within the same entity, as well as in other entities.

(4) The consent of the employer from the main job shall not be requested for the conclusion of the extra-job individual labour contract.

(5) In the individual labour contract shall be obligatorily mentioned that the respective job is fulfilled on extra basis.

(6) Employees hired for an extra job shall benefit from the same rights and guarantees as the rest of employees from the respective entity.

Article 268 Extra job peculiarities of some employee categories

Peculiarities of the extra job for certain categories of employees (workers, teaching staff, medical-sanitary and pharmaceutical staff, staff from the research and development field, employees in the fields of culture, art, sport etc) are established by the Government, after consultation with patronages and trade unions.

Article 269 Limitation on fulfilling the extra job

Employers, together with the representatives of employees, can stipulate some restrictions to fulfilling the extra job only for employees with certain professions, specialties and positions, with outstanding work regime and conditions, due to the fact that fulfillment of their extra job might put in danger the health and security of the production process.

Article 270 Documents which are presented at conclusion of the extra-job individual labour contract

(1) The person who is employed by another entity for performing an extra job is obliged to present the employer the identity card or another entity documents.

(2) When employing for an extra job on one position or profession which requires special knowledge, employer shall have the right to demand from the respective person to present the diploma or another document that confirms the professional studies or training, or the extract from the labour book, but when employing for performance of works with hard, harmful and/or dangerous work conditions additionally, the certificate regarding the character of work conditions at the main workplace and the medical certificate.

Article 271 Duration of the working time and rest time at the extra-job workplace



The concrete duration of the working time and rest time at the extra-job workplace is stipulated in the individual labour contract, taking into account the provisions of the present code (title IV) and other normative documents.

Article 272 Annual rest leave of the employees who fulfill the extra job

(1) Employees who fulfill the extra-job shall benefit from an annual rest leave paid according to the extra-job position or specialty, which shall be granted simultaneously with the annual rest leave from the main workplace.

(2) The leave for the extra job shall be granted according to the duration established for the respective position or specialty in the entity, regardless of the duration of the leave at the main workplace. The employee shall benefit from an additional non-paid leave in the event that the duration of the leave at the extra-job workplace is less than that at the main workplace.

(3) The payment of the compensation for leave or compensation for the unused leave shall be made starting from the average wage for the extra-job position or specialty, determined in the manner established by the Government.

Article 273 Additional reasons of ceasing the individual labour contract with the employees who fulfill the extra job

Besides the general reasons for ceasing the individual labour contract, the contract concluded with the employee who fulfills the extra job can also cease in case of conclusion of an individual labour contract with another person who will exercise the respective profession, specialty or position as a main profession, specialty or position (art.86 paragraph (2) letter s)).

Article 274 Indemnity for dismissal from work of the employee hired on extra-job basis

When canceling the individual labour contract with the employee hired on the extra-job basis, due to entity liquidation, reduction of the personnel number or staff or in case of conclusion of an individual labour contract with another person who will exercise the respective profession (position) as a main profession (position), this employee shall be paid an indemnity for dismissal from work in the amount of his monthly wage.

## Chapter VI

### WORK OF THE EMPLOYEES WITH INDIVIDUAL LABOUR CONTRACT CONCLUDED FOR A PERIOD OF UP TO 2 MONTHS

Article 275 Conclusion of the individual labour contract for a period up to 2 months

Conclusion of the individual labour contract for a period up to 2 months shall be made in the cases stipulated in the art.55 letter b) and in the manner

established by the present code and other normative documents.

Article 276 Demand to perform the work during the rest days and holiday nonworking days

(1) Employees who concluded an individual labour contract for a period up to 2 months can be demanded to work during the rest days and holiday nonworking days only with their written consent.

(2) Remuneration of the work performed during the rest days and holiday nonworking days shall be made in the manner stipulated in the art.158.

Article 277 Leave indemnity

(1) Employees who concluded an individual labour contract for a period up to 2 months, upon the ceasing of the contract due to its expiration, shall be paid an indemnity for the unused days of the leave.

(2) The manner of calculation of the leave indemnity stipulated in the paragraph (1) is established by the Government.

Article 278 Ceasing of the individual labour contract

(1) The employee who concluded an individual labour contract for a period up to 2 months shall have the right to cancel it prior to its expiry, giving the employer in writing at least 3 calendar days notice.

Chapter VII

WORK OF THE EMPLOYEES HIRED FOR SEASONAL WORKS

Article 279 Seasonal works

(1) Seasonal works are considered the works which despite weather conditions and other natural conditions are performed within a concrete period of the calendar year that does not exceed 6 months.

(2) The classified-list of seasonal works is approved by the Government.

Article 280 Conditions of concluding the individual labour contract with employees hired for seasonal works

(1) The seasonal character of the work should be specified in the individual labour contract (art.55 letter b)).

(2) When employees are hired for seasonal works, the trial period cannot be more than 2 calendar weeks.

Article 281 Leave indemnity

(1) Employees hired for seasonal works, at ceasing of their individual labour contract due to end of season, shall be paid an indemnity for unused days of

the leave.

(2) The manner of calculation of the leave indemnity stipulated in the paragraph (1) is established by the Government.

Article 282 Ceasing of the individual labour contract with the employees hired for seasonal works

(1) In case of pre-term canceling of the individual labour contract, employee who is recruited for seasonal works is obliged to give the employee in writing at least 7 calendar days notice.

(2) In case of ceasing of the individual labour contract due to its expiration, employer is obliged to give the employee recruited for seasonal works, under this employee's signature, at least 7 calendar days notice.

## Chapter VIII

### WORK OF THE EMPLOYEES WORKING FOR EMPLOYERS—PHYSICAL PERSONS

Article 283 Peculiarities of the individual labour contract concluded between the employee and employer—physical person

(1) At conclusion of the individual labour contract with the employer—physical person, employee agrees to perform a work which is not prohibited by the legislation in force, this work being stipulated in the contract.

(2) The individual labour contract, concluded in writing, shall include, obligatorily, all the clauses stipulated in the art.49.

(3) Employer—physical person shall have the obligation to:

- a) draw up the individual labour contract with the employee in writing and register it at the authority of local public administration, which shall deliver a copy of it to the territorial labour inspectorate.
- b) pay social insurance premiums and other obligatory payments in the manner and size stipulated by the legislation in force;
- c) draw up, in the established manner, as a tax payer in the public system of social insurance, of the documents needed for registration of the employee hired for the first time.

Article 284 Term of the individual labour contract

With agreement of the parties, the individual labour contract between employee and employer—physical person can be concluded for a definite period or for an indefinite period of time.

Article 285 Work and rest regime

The work regime, manner of granting the rest days and annual rest leaves shall be stipulated in the individual labour contract concluded between employee and employer—physical person. Simultaneously, the duration of the working time cannot exceed the duration stipulated by the present code and the duration of the annual rest leave cannot be less than the duration stipulated by the present code, respectively.

#### Article 286 Modification of clauses of the individual labour contract

The employer—physical person shall give the employee in writing at least 14 calendar days' notice of modification of clauses of the individual labour contract.

#### Article 287 Ceasing of the individual labour contract

(1) Employee who concluded an individual labour contract with employer—physical person is obliged to give him in writing at least 7 calendar days' notice of his dismissal.

(2) Employer is obliged to give the employee, in writing, under employee' s signature, at least 7 calendar days' notice of the forthcoming dismissal from work (art.82 letter f) and art.86).

(3) The concrete term of pre-notice, following the conditions of the paragraph (2), the cases of payment and the size of indemnities for dismissal from work, as well as of other pays and compensations meant for the employee at ceasing of the individual labour contract, shall be established by the parties and provided in the contract.

#### Article 288 Settlement of individual labour litigations

The individual labour litigations which have not been settled amicably by the employee and employer—physical person shall be settled in the court following the conditions of the present code (title XII).

#### Article 289 Documents confirming that the employee is working for the employer—physical person

(1) The document confirming that the employee is working for the employer—physical person is the labour individual contract concluded in writing and registered according to the art.283 paragraph (3).

(2) Employer—physical person shall have no right to make records in the labour books of employees and deliver employment labour books for persons who are employed for the first time.

## Chapter IX



## HOMEWORK

### Article 290 Employees performing homework

(1) Employees performing homework are considered the persons who concluded an individual labour contract on performing work at home, using materials, instruments and mechanisms offered by employer or procured with his own means.

(2) In the event that employee performs homework using his own instruments and mechanisms, he shall be paid a compensation for their depreciation. The payment of this compensation, as well as compensation of other expenditures related to performing homework, shall be effected by employer in the manner established by the individual labour contract.

(3) The manner and terms of supplying employees who perform homework with raw-material, materials and semi-finished goods, manner of payment for the final production, of reimbursement of the exchange value of the materials belonging to employees who perform homework, as well as the manner of taking over the final production, shall be stipulated in the individual labour contract.

### Article 291 Conditions of homework allowance

The works assigned to employees performing homework cannot be contra-indicated according to the medical certificate and must be executed with respecting the norms of labour protection and hygiene.

### Article 292 Ceasing of the individual labour contract concluded with the employees who perform homework

The ceasing of the individual labour contract concluded with employees who perform homework shall take place following the general reasons stipulated by the present code.

## Chapter X

### WORK OF THE EMPLOYEES FROM THE TRANSPORTATION FIELD

### Article 293 Employment in a workplace related directly to circulation of transport means

(1) For the work related directly to circulation of transport means can be hired only persons with the corresponding professional background, established by the Government, holding the corresponding documents (certificate, driving license etc).

(2) Employment of persons for performing the work related directly to circulation of transport means shall take place only on the basis of a medical certificate issued as result of a medical examination made in the manner established by the Government.

(3) The classified list of professions (positions) and works related directly to circulation of transport means is approved by the Government and trade unions from the respective branch.

Article 294 Work and rest regime of employees whose work is related directly to circulation of transport means

The duration, peculiarities of the working regime and rest regime for certain categories of employees whose work is related directly to circulation of transport means are established by the present code, by other normative documents, as well as by international agreements of which Republic of Moldova is party.

Article 295 Rights and obligations of employees whose work is directly related to circulation of transport means

The rights and obligations of employees whose work is directly related to circulation of transport means are regulated by the present code, regulations (statutes) for different types of transports, approved in the established manner, by other normative documents.

## Chapter XI

### WORK OF THE EMPLOYEES FROM EDUCATIONAL FIELD AND FROM THE ORGANIZATIONS FROM SCIENCE AND INNOVATION FIELDS

Article 296 Right to practice pedagogical activity (teaching activity)

(1) For the pedagogical activity (teaching activity) shall be admitted persons with the necessary level of education, established by the legislation in force, for performing the activity in the corresponding educational institutions and organizations in the field of science and innovation.

(2) For the pedagogical activity (teaching activity) shall not be admitted the persons deprived of this right by the court decision or following a corresponding medical certificate, as well as persons with criminal records for certain offences. The lists of medical contraindications and offences which prohibit the practice of pedagogical activity (teaching activity) are established by the law.

Article 297 Conclusion of the individual labour contract with the scientific and teaching staff from higher education institutions

(1) The filling of all the scientific and didactical positions in the higher education institutions shall be made on the basis of a definite term individual labour contract, concluded according to the contest results.

(2) The positions of dean of the faculty and chief of department in the higher education institutions are elective.

## Article 298 Duration of the working time for teaching staff

(1) For the teaching staff from education institutions and organizations working in the field of science and innovation shall be established a reduced duration of working time, that shall not exceed 35 hours a week (art. 96 paragraph (3)).

(2) The concrete duration of the working time for didactic staff of the education institutions and organizations working in the field of science and innovation are established by the Government, according to the position and/or specialty, taking into account the specific character of performed work.

## Article 299 Annual prolonged rest leave

(1) The teaching staff of the education institutions shall benefit annually, at the end of the school year, from a paid rest leave of the duration:

- a) 62 calendar days for the teaching staff from higher education institutions, colleges, gymnasiums and schools of general education of all types;
- b) 42 calendar days for the teaching staff from pre-school institutions of all types.
- c) 28 calendar days for the teaching staff from extracurricular institutions and sport schools for children.

(2) The scientific staff from education institutions of all levels shall be entitled to a paid annual rest leave with the duration of 62 calendar days.

(3) The scientific personnel from organizations in the field of science and innovation, regardless of the type of ownership and legal form of organization, shall benefit annually from a paid rest leave of the duration:

- a) 42 calendar days for scientific staff with scientific degree of habilitated doctor;
- b) 36 calendar days for scientific staff with scientific degree of doctor;
- c) 30 calendar days for scientific staff without scientific degree.

(4) Auxiliary teaching staff and administrative personnel from educational and innovation fields shall benefit from a paid annual rest leave of the duration of 28 calendar days.

## Article 300 Long-term leave of the teaching staff and staff from organizations in the field of science and innovation

(1) The teaching staff from the educational institutions shall be entitled, at least once every 10 years of teaching activity, to a leave with the duration up to one year, in the manner and conditions, including payment conditions, established by the founder and/or statute of the respective institution.

(2) The scientific staff from the organizations in the field of science and innovation shall be entitled, in the manner and conditions established by the statute of the respective institution, to:

a) a paid leave with the duration up to 6 months, at least once every 10 years of scientific activity, for finalization of some treaties, studies included in the programs of research of the organizations in the field of science and innovation, with the approval of the scientific council of the organization;

b) one-time paid leave with the duration up to one year, for drawing up the habilitated doctor's dissertation.

Article 301 Additional reasons for ceasing the individual labour contract concluded with the teaching staff and staff of the organizations in the field of science and innovation

(1) Besides the general reasons stipulated by the present code, the individual labour contract concluded with the teaching staff can cease due to the following additional reasons:

a) serious breach, repeated during one year, of the statute of the educational institution (art.86 paragraph (1) letter l));

b) using, at least once, physical or psychic force over disciples (art.86 paragraph (1) letter n)).

(2) Besides the general reasons stipulated by the present code, the individual labour contract concluded with the staff from organizations in the field of science and innovation can cease due to the following additional reasons:

a) loosing the contest for occupation of scientific and leadership positions provided in the statute of the respective organization;

b) non-attestation, in accordance with the statute of the respective organization, of the scientific researchers, workers from auxiliary service enterprises, institutions and organizations and administration of the scientific activity.

## Chapter XII

### WORK OF THE EMPLOYEES FROM DIPLOMATIC MISSIONS AND CONSULAR OFFICES OF THE REPUBLIC OF MOLDOVA

Article 302 Activity peculiarities within diplomatic missions and consular offices of Republic of the Moldova

(1) Persons employed for diplomatic, administrative-technical or service positions in the Ministry of External Affairs and European Integration, are detached, by transfer, for diplomatic or consular, administrative-technical or service positions to diplomatic missions or consular offices of the Republic of Moldova.



(2) The maximum duration of detachment, according to the paragraph (1), represents for the chiefs of diplomatic missions and consular offices 4 years, but for the rest of detached employees 3 years;

(3) Upon expiration of the term of detachment, the persons indicated in the paragraph (1) shall be transferred to the Ministry of External Affairs and European Integration, on condition of existence of vacant positions, but if there are no vacant positions they are included in the reserve of the respective ministry.

(4) In the event that persons, who are not from the administrative-technical staff and service of the Ministry of External Affairs and European Integration, are sent to diplomatic missions and consular offices, upon expiration of their term on mission, they can be employed by the mentioned ministry if there are any vacant places.

Article 303 Working conditions of the employees detached to diplomatic missions and consular offices of the Republic of Moldova

The working conditions of employees detached to diplomatic missions and consular offices of the Republic of Moldova are established by the individual labour contract concluded according to the present code and other normative documents regulating the diplomatic service.

Article 304 Guarantees and compensations granted to employees transferred to diplomatic missions and consular offices of the Republic of Moldova

The manner and conditions of paying the compensations related to detachment to diplomatic missions and consular offices of the Republic of Moldova, as well as the material and working conditions of the detached employees, are established by the Government, taking into account the weather conditions and other conditions from the residence country.

Article 305 Ceasing of the activity in diplomatic missions and consular sections of the Republic of Moldova

(1) The activity of the employees-members of diplomatic and consular staff detached to diplomatic missions and consular offices of the Republic of Moldova can cease before term in the following cases:

- a) recall, in the manner established by the Government;
- b) announcement of the employee as "persona non grata" ; as well as
- c) other cases stipulated by the legislation in force;.

(2) The ceasing of the activity of employees-members of the administrative-technical staff and staff of the service within the diplomatic missions and consular offices of the Republic of Moldova shall take place on the basis of

reasons stipulated by the present code and other normative documents;

## Chapter XIII

### WORK OF THE EMPLOYEES FROM RELIGIOUS ASSOCIATIONS

Article 306 Parties of the individual labour contract concluded with religious associations

(1) Employer can be a religious association, registered in the manner established by the legislation in force, that concluded an individual labour contract with the employee;

(2) Employee of the religious association can be the person who is at least 16 years old, has concluded an individual labour contract with the religious association, performs some work according to a certain profession, specialty or position and obeys the internal regulations of the respective association.

Article 307 Internal regulations of religious association

The rights and obligations of the parties of the individual labour contract are stipulated, taking into account the internal regulations of the religious association which shall not contradict with the Constitution, present code and other normative documents.

Article 308 Peculiarities of conclusion and modification of the individual labour contract concluded with religious association

(1) The individual labour contract between employee and religious association can be concluded for a definite term (art.55 letter m)).

(2) At conclusion of the individual labour contract, employee is obliged to perform any work which is non-prohibited by law and stipulated by the contract.

(3) The individual labour contract shall include clauses negotiated by employee and religious association as employer, which shall not contradict with the present code.

(4) In case of need to modify the individual labour contract, the interested party is obliged to inform about this the other party in writing at least 7 calendar days before operation of modifications.

Article 309 Working regime of employees from religious associations

The work regime of employees from religious associations shall be established following the regime of performing rituals or other activities stipulated by the internal regulations of the religious association, as well as taking into consideration the normal duration of the working time and rest time stipulated by the present code.

Article 310 Additional reasons of ceasing the individual labour contract concluded with religious association

(1) Besides the general reasons stipulated by the present code, the individual labour contract concluded with the employee of the religious association can cease for additional reasons stipulated by the contract (art.82 letter j)).

(2) The term of pre-notice of the employee from the religious association regarding dismissal from work for reasons stipulated by the individual labour contract, as well as the manner and conditions of granting guarantees and compensations in case of dismissal from work, are stipulated in the individual labour contract.

(3) The employee of the religious association shall have the right for dismissal, giving the employer in writing at least 7 calendar days' notice.

Article 311 Settlement of individual labour litigations

The individual labour litigations between the religious association and employee which were not settled amicably shall be settled in the court according to the present code (title XII)

## Chapter XIV

### WORK OF THE EMPLOYEES HIRED ON THE BASIS OF INDIVIDUAL LABOUR CONTRACT FOR A PERIOD OF EXECUTION OF A CERTAIN WORK

Article 312 Individual labour contract concluded for the period of execution of a certain work

(1) By the conclusion of the individual labour contract for the period of execution of a certain work, the employee agrees to perform, for the employer, the work stipulated in the contract, according to a certain profession, qualification, receiving during the period of performing the respective work a monthly recompense in form of wage.

(2) The individual labour contract for the period of execution of a certain work is concluded in the event that it is not possible to establish an exact term for its finalization. The parties of the contract can agree upon a general term of execution, as well as upon terms of execution of one part of the work.

(3) In the event that the time necessary for executing a certain work exceeds 5 years, the individual labour contract shall be deemed concluded for an

indefinite period.

Article 313 Contents of the individual labour contract for the period of execution of a certain work

(1) The contents of the individual labour contract for the period of execution of a certain work shall be determined by the parties, with respecting the provisions of the art.49 paragraph (1).

(2) Besides the clauses stipulated in the art.49 paragraph (1), the contract shall also stipulate the manner and place of acceptance by the employer of the finalized work.

Article 314 Working time and rest time

The working time and rest time of the employee hired on the basis of an individual labour contract for the period of execution of a certain work shall be established by the parties of the contract. At the same time, the duration of the working time of the respective employee cannot exceed, but the rest time— cannot be less than those stipulated by the present code.

Article 315 Acceptance of the executed work and ceasing of the individual labour contract concluded for the period of execution of a certain work

(1) Employee is obliged to inform the employer in writing about work finalization not later than the day immediately following the day when the work has been terminated.

(2) Upon receiving the notification, employer is obliged to establish and inform the employee, by a notice, about the date of work reception.

(3) The reception of the finalized work is performed by employer (or his representative) at the place and in the manner stipulated in the contract. The reception of the work is registered in the document of reception drawn up by employer and signed by parties, a copy of it is obligatorily handed over to employee.

(4) The work will be also considered accepted if employer (or his representative) does not come, for no well-grounded reason, on the date established for reception.

(5) In the event that work reception on the established date is not possible for objective reasons (force-majeure, medical leave etc.) employer will establish a new term of reception, informing the employee about it in the manner stipulated in the paragraph (2).

(6) The day of work reception is considered the last day of work for the employee, unless parties concluded a new individual labour contract according



to the present code.

Article 316 Pre-term ceasing of the individual labour contract for the period of execution of a certain work  
Pre-term ceasing of the individual labour contract for the period of execution of a certain work shall take place in the cases and in the manner established by the present code for pre-term ceasing of the definite term individual labour contract (art.83).

## Chapter XV

### WORK ON CONTINUOUS SHIFT

Article 317 General provisions

(1) The work on continuous shift represents a specific form of carrying out the work process, outside the locality where employees live, so that their daily return to the permanent place of residence cannot not provided.

(2) The work on continuous shift shall be performed in the event that the place of execution of works is situated at a considerable distance from the employer' s headquarter, for the purpose of reducing the terms of construction, reparation or reconstruction of objects of industrial, social or other purpose.

(3) Employees who are demanded to work on continuous shift live temporary in special camps, founded by employer, representing a complex of buildings and constructions meant to ensure the employees with good conditions for executing the works and for rest between shifts.

Article 318 Limitation of work on continuous shift

(1) It is prohibited to demand from persons up to 18 years of age, pregnant women, women on postnatal leave, and women with children up to 3 years of age, as well as persons whose work on continuous shift is contra-indicated according to the medical certificate, that they work on continuous shift.

(2) Disabled persons of I and I degree, women with children from 3 and 6 years of age (disabled children up to 16 years of age), persons who combine leaves for child care, stipulated in the art.126 and 127 paragraph (2), with work and employees who look after a sick member of the family, on the basis of medical certificate, can perform the work on continuous shift only with their written agreement. Simultaneously, employer is obliged to inform in writing the mentioned employees about their right to refuse the work on shift.

Article 319 Duration of the continuous shift

(1) Duration of the continuous shift represents the period that includes the

time of works' execution and rest time between shifts and the special camps mentioned in the art.317 paragraph (3).

(2) The duration of one continuous shift should not exceed one month. In exceptional cases, for certain objects, after consultation with representatives of employees, employer can increase the shift duration up to 3 months.

Article 320 Record keeping of the working time on continuous shift

(1) For the work on continuous shift is established, according to the art.99, the global record keeping of the working time monthly, quarterly or longer period that will not exceed one year.

(2) The period of record keeping will comprise all the working time, the time of traveling from the employer's headquarter to the places of work execution and back, as well as the rest time from the respective calendar period. The total duration of the working time in the period of record-keeping cannot exceed the normal duration of the working time established by the present code.

(3) Employer is obliged to keep record of the working time and rest time of each employee who performs the work on continuous shift, for each month, as well as for the whole period of record keeping.

Article 321 Work and rest regime within the continuous shift

(1) The work and rest regime within the period of record keeping are regulated by the program of work on continuous shift, which is approved by employer together with representatives of employees and shall be brought to notice to employees at least one month before it is put in application.

(2) The program of work on continuous shift stipulates the time necessary for transporting employees to the workplace and back. The time of traveling to the place where the works are executed and back shall not be included in the working time and can coincide with the rest days between shifts.

(3) The hours of additional work within the limits of the work program on continuous shift can accumulate during one calendar year and can be summed up to complete days, with further granting of some additional free days, according to employer's order (command, decision, decree).

(4) The free days, granted for the work performed over the normal duration of the working time in the period of record keeping, shall be remunerated in the amount of one daily tariff wage (position) unless the individual or collective labour contract stipulates more favorable conditions.

Article 322 Guarantees and compensations granted to employees who perform work on continuous shift

(1) Employees who perform work on continuous shift shall be paid, for each day of stay at the place of execution of works within the period of continuous shift, as well as for the time of traveling from the employer's headquarter to the places of work execution and back, an additional sum for the work on continuous shift, in the quantum established by the Government.

(2) Employee shall be paid an average daily wage for the days of traveling from employer's headquarter to the places of work execution and back, stipulated by the program of work on continuous shift, as well as for the days of delay for reasons of weather conditions or due to transporter's fault.

## Chapter XV

### WORK OF OTHER CATEGORIES OF EMPLOYEES

Article 323 Work of the employees from military entities, institutions and organizations of Armed Forces of the Republic of Moldova and from public authorities in which by the law is foreseen the fulfillment of the military service, as well as the work of the persons who execute civil service.

(1) To the employees who concluded an individual labour contract with military entities, institutions or organizations of Armed Forces or with those of public authorities in which the law stipulates fulfillment of the military service, as well to persons who execute the military service, shall be applied the labour legislation, with the peculiarities stipulated by normative documents in force.

(2) In accordance with the duties of the military entities, institutions and organizations mentioned in the paragraph (1), for their employees are established distinct conditions of wages, facilities and additional advantages.

Article 324 Work of the medical-sanitary staff

(1) A reduced duration of the working time, that shall not exceed 35 hours per week, will be established for the medical-sanitary staff.

(2) The concrete duration of the working time for the medical-sanitary staff is established by the Government according to the position and/or specialty and taking into account the specific character of performed work (art.96 paragraph (3)).

Article 325 Work of professional sportsmen, of employees from mass-media institutions, theatres, circuses, as well as from cinema, theatre and concert

organizations, work of other persons who participate in creation and/or playing of art operas.

To professional sportsmen, employees from mass-media institutions, theatres, circuses, employees from cinema, theatre and concert organizations, as well as to persons who participate in creation and/or playing of art operas are applied the provisions of the present code, with the peculiarities stipulated by the legislation in force.

Article 326 Work within peasant households (farmer households)

(1) The conclusion, modification and ceasing of the individual labour contract with the employee hired by peasant household (farmer household) are regulated by the present code, by the Law regarding peasant households (farmer households) and other normative documents.

(2) The peasant household (farmer household) is obliged to draw up, in writing, the individual labour contract with the employee and to register it at the local public administration authority, which delivers a copy of it to the territorial labour inspectorate. The drawing up of the labour book of the respective employee and the entering of records in it are made by the secretary of the local council.

## **Title XI MATERIAL RESPONSIBILITY**

### Chapter I

#### GENERAL PROVISIONS

Article 327 Obligation of one of the individual labour contract parties to repair the damage caused to the other party

(1) The party of the individual labour contract (employer or employee) who caused, in connection with fulfilling its work obligations, a material and/or damage to the other party shall repair this damage according to the provisions of the present code and other normative documents.

(2) The individual contract and/or collective labour contract can specify the material responsibility of the parties. In this case, the material responsibility of employer towards the employee cannot be lower, but of the employee towards the employer higher than that stipulated by the present code and other normative documents.

(3) Ceasing of the labour relations after the material and/or moral damage has been caused shall not imply the release of the party of the individual labour contract from reparation of damage stipulated by the present code and other normative documents.



Article 328 Repair of the material damage caused by the parties of the individual labour contract

(1) The party of the individual labour contract shall repair the material damage caused to the other party as result of its illegal culpable action or inaction, unless the present code or other normative documents stipulate otherwise.

## Chapter II

### REPARATION OF DAMAGES BY THE EMPLOYER

Article 329 Reparation of the material and moral damage caused to the employee

(1) Employer is obliged to repair fully the material or moral damage caused to employee in connection with fulfillment of his work obligations or as result of illegal deprivation of the possibility to work, unless the present code or other normative documents stipulate otherwise.

(2) The moral damage is repaired in a financial form or any other material form determined by parties.

Article 330 Employer' s obligation to repair the damage caused to the person as result of illegal deprivation of possibility to work

(1) Employer is obliged to compensate to the person the non-received wage, in all the cases of illegal deprivation of the possibility to work. This obligation appears, in case of:

- a) ungrounded employment refusal;
- b) illegal dismissal from work or illegal transfer to another work;
- c) stoppage of the entity activity due to the fault of the employer, except the period of technical unemployment (art.80);
- d) delay in issuance of the labour book;
- e) delay in payment of the wage;
- f) delay of all payments or some of them in case of dismissal from work;
- g) spreading, by any means (of mass-media, written reference etc.) of calumnious information about employee;
- h) non-execution in due time of the decision of the related body of labour jurisdiction which settled a litigation (dispute) on the subject of deprivation of possibility to work;

(2) In case of delay, due to employer' s fault, of the wage, leave indemnity, payments in case of dismissal from work or other payments meant to be paid to the employee, employee shall be paid additionally 0,1 percent from the sum non-paid in due time for each day of delay.

Article 331 Material responsibility of the employer for the damage caused to the employee

(1) Employer who, as result of a non-corresponding fulfillment of his obligations stipulated by the individual labour contract, caused a material damage to employee shall repair in full size this damage. The size of the material damage shall be calculated according to the market prices existing in the respective locality at the date of damage reparation, according to statistical data.

(2) By the parties' agreement, the material damage can be repaired in kind.

Article 332 Manner of examination of litigations regarding reparation of material and moral damages caused to the employee

(1) The written request of the employee regarding reparation of material or moral damage shall be submitted to the employer. Employer is obliged to register the respective request, to examine and issue the corresponding order (command, decision, decree) within 10 calendar days from the day of its registration, bringing it to employee's notice under his signature.

### Chapter III

#### MATERIAL RESPONSIBILITY OF THE EMPLOYEE

Article 333 Material responsibility of the employee for the damage caused to the employer

(1) Employee is obliged to register the material damage caused to employer, unless the present code or other normative documents stipulate otherwise.

(2) At establishment of the material responsibility, the damage to be repaired shall not include the income missed by employer as result of act committed by employee.

(3) If the material damage has been caused to employer through an act implying signs of offence, the responsibility for the committed act is established according to the Criminal Code.

Article 334 Circumstances excluding the material responsibility of the employee

(1) Employee is released from material responsibility if the damage has been caused in force majeure circumstances, confirmed in the established manner, in cases of extreme necessity, legitimate defense, execution of a legal or contractual obligation, as well as within the limits of normal risk of production.

(2) Employees shall not be brought to account in case of inherent losses during the production process, which are still within the limits of the stipulated technological norms or legislation in force, for the damage caused

in unpredictable circumstances which could not be removed, as well as in other cases.

Article 335 Right of the employer to withdraw his claims on reparation by employee of the material damage

(1) Taking into account the concrete circumstances in which the material damage has been produced, employer shall have the right to withdraw his claims, fully or partially, on reparation by the culpable employee of the material damage.

(2) The discrepancies which appeared between employer and employees at application of the paragraph (1) shall be examined in the manner provided for settlement of individual labour litigations (art. 354-356).

Article 336 Limits of the employee material responsibility

For the damage caused to employer, employee shall bear material responsibility within the limits of monthly average wage, unless the present code or other normative documents stipulate otherwise.

Article 337 Full material responsibility of the employee

(1) Full material responsibility of the employee represents his obligation to repair in full the caused material damage.

(2) Employee can be brought to full material account for the damage caused only in the cases stipulated in the art. 338.

(3) Employees up to 18 years of age shall bear full material responsibility only in case of deliberate causing of material damage being in a state of alcoholic, narcotic or toxic inebriation, established in the manner provided in art. 76 letter k), or as result of committing an offence.

Article 338 Cases of full material responsibility of the employee

(1) Employee shall bear material responsibility in full size of material damage caused through his fault to the employer in the following cases:

a) employee and employer concluded a contract of full material responsibility for failing to provide integrity of goods and other assets which were transmitted to him for storage or other purposes (art. 339)

b) employee received the goods and other assets to discount on the basis of a unique mandate or on the basis of other unique documents;

c) the damage has been caused as result of his culpable deliberate actions, established by court decision.

d) the damage has been caused by an employee in a state of alcoholic, narcotic or toxic inebriation, established in the manner provided in the art.76 letter k);

e) the damage has been caused by lack, destruction or deliberate deterioration of materials, semi-finished goods, products (production), including during their manufacturing, as well as of the instruments, measuring devices, calculation techniques, protection equipment and other objects that employer transmitted to employee for usage;

f) in accordance with the legislation in force, employee shall bear full responsibility for the damage caused to employer during fulfillment of the work obligations;

g) the damage has been caused out of the exercise of his work duties;

(2) The heads of entities and their deputies, chiefs of the book-keeping services, chiefs of subdivisions and their deputies shall bear responsibility in the amount of the damage caused due to their fault if it is the result of:

a) illegal consumption of material goods and financial means;

b) unjustified usage of investments, credits, grants, loans granted to entities;

c) incorrect accounting book-keeping or incorrect storage of material goods and financial means;

d) other circumstances, in the cases stipulated by the legislation in force.

Article 339 Contract regarding full material responsibility of the employee

(1) Employer can conclude a written contract with regard to full material responsibility with the employee who reached the age of 18 years old and holds a position or executes works related directly to storage, processing, selling (delivery), transportation or usage in the work process of goods which were transmitted to him.

(2) The classified list of positions and works mentioned in the paragraph (1), as well as the standard contract regarding the full individual material responsibility, is approved by the Government.

Article 340 Collective material responsibility (team responsibility)

(1) Collective material responsibility (team responsibility) can be established in the event that employees execute jointly certain types of works related to storage, processing, selling (delivery), transportation or usage in the work process of goods transmitted to them, with impossibility to delimitate the material responsibility of each employee and conclude with him a contract of full individual material responsibility.



(2) Collective material responsibility (team responsibility) is established by the employer together with the representatives of employees. The written contract with regard to collective material responsibility (team responsibility) shall be concluded between employer and all the members of the collective (team).

(3) The classified list of works for the fulfillment of which can be established the collective material responsibility (team responsibility), conditions of its application, as well as the standard contract with regard to material collective material responsibility (team responsibility), are approved by the Government.

(4) The degree of culpability of each member of the collective (team), in case of voluntary reparation of the material damage, shall be determined by the agreement between all the members of the collective (team) and employer. In case of establishment of the material damage by the court, the degree of culpability of each member of the collective (team) shall be determined by the court.

#### Article 341 Determination of the damage size

(1) The size of the material damage caused to employer shall be determined according to real losses, calculated on the basis of book-keeping data.

(2) In case of embezzlement, lack, destruction or deterioration of employer's goods assigned to fixed assets, the size of the material damage shall be calculated starting from the inventory cost (cost price) of material goods, minus depreciation, according to established norms.

(2) In case of embezzlement, lack, destruction or deliberate deterioration of material goods (except those mentioned in the paragraph (2)), the damage shall be established starting from the prices in the respective locality on the date when damage was produced, according to statistical data.

#### Article 342 Obligation of the employer to establish the size of the material damage and reasons of its appearance

(1) Before issuance of the order (command, decision, decree) regarding reparation of the material damage by the employee, employer is obliged to perform an office investigation to establish the size of the produced material damage and causes of its appearance.

(2) For carrying out the service investigation, employer shall have the right to create, by issuing an order (command, decision, decree), a commission with participation of specialists in the field.

(3) For establishing the reason of appearance of material damage, it is obligatory to request a written explanation from the employee. The refusal to present it shall be registered in an official report signed by a representative of employer and a representative of employees, respectively.

(4) Employee shall have the right to familiarize with all the materials accumulated in the process of office investigation.

Article 343 Voluntary reparation of the material damage by the employee

(1) The employee culpable of causing the material damage to employer can repair it voluntarily, fully or partially.

(2) It is allowed to repair the material damage with payment in installments if employee and employer reached an agreement in this respect. In this case, employee shall present to employer a written commitment regarding voluntary reparation of the damage, with specification of concrete terms of payment. If employee who assumed this commitment ceased the labour relations with employer, the unpaid debt shall be reimbursed in the manner established by the legislation in force.

(3) With employer's written agreement, employee can repair the material damage he caused by replacing it with an equivalent asset or repairing what he has deteriorated.

Article 344 Manner of material damage reparation

(1) Deduction from the culpable employee of the sum of material damage which does not exceed the monthly average wage shall be made by employer's order (command, decision, decree), which must be issued within a period of maximum one month from the day of establishment of the damage size.

(2) If the sum of the material damage to be deducted from employee exceeds the monthly average wage or if the term mentioned in paragraph (1) has been omitted, the deduction shall be made according to the court decision.

(3) In the event that employer does not respect the established manner for reparation of the material damage, employee shall have the right to apply to court (title XII).

(4) In case of appearance of discrepancies on the manner of reparation of the material damage, the parties shall have the right to apply to court within one year from the day of establishment of the size of damage (title XII).

Article 345 Reparation of the material damage to the entity caused by its head

(1) The material damage caused to the entity due to head's fault shall be

repaired in accordance with the conditions of the present code and other normative documents in force.

(2) The owner of the entity decides if its head shall repair the caused material damage. The owner of the entity shall have the right to deduct the sum of the material damage from the head of the entity only on the basis of the court decision.

Article 346 Decrease of the size of the damage to be repaired by the employee

(1) Taking into account the degree and form of guiltiness, concrete circumstances and employee's material situation, the court decision can decrease the size of the damage to be repaired by this employee.

(2) The court shall have the right to approve the transaction between employee and employer regarding decrease of the size of the material damage to be repaired.

(3) The decrease of the size of material damage to be repaired by employee or head of the entity shall not be accepted if it has been produced deliberately, fact confirmed in the established manner.

Article 347 Limitation of the quantum of deductions from the wage at reparation of the material damage

The deductions from wage at reparation of material damage caused to employee shall be made with respecting the provisions of the art.148.

## **Title XII LABOUR JURISDICTION**

### Chapter I

#### GENERAL PROVISIONS

Article 348 Object of labour jurisdiction

The object of labour jurisdiction is the settlement of individual labour litigations and collective labour conflicts related to carrying on collective negotiations, conclusion, execution, modification, suspension or ceasing of the collective and individual labour contract, of collective conventions stipulated by the present code, as well as settlement of collective disputes related to economic, social, professional and cultural interests of employees, that appeared on different levels between social partners.

Article 349 Parties of the individual labour litigations and parties of the collective labour conflicts

As parties of the individual labour litigations and collective labour

litigations are:

- a) employees, as well as other persons holding some rights and/or obligations, according to the present code;
- b) employers—physical persons and legal entities;
- c) trade unions and other representatives of employees;
- d) patronages;
- e) central and local public authorities, depending on the case;
- f) prosecutor, according to the legislation in force.

#### Article 350 Principles of labour jurisdiction

The principles of labour jurisdiction are:

- a) conciliation of divergent interests of the parties, resulting from the relations stipulated in the art. 348;
- b) rights of employees to be defended by their representatives;
- c) release of employees and their representatives from legal expenditures;
- d) efficiency in examination of individual labour litigations and collective labour conflicts;

#### Article 351 Bodies of labour jurisdiction

The bodies of labour jurisdiction are:

- a) conciliation commissions (extrajudicial bodies);
- b) court.

#### Article 352 Examination of individual labour litigations and collective labour conflicts

(1) The request to settle the individual labour litigation and collective labour conflict (claims in case of conciliation procedure) shall be submitted by the interested party to the related body of labour jurisdiction (art. 349) and is registered by him in the established manner.

(2) In process of request examination, parties shall have the right to explain their position and submit the body of labour jurisdiction all the evidence and justifications they consider necessary.

(3) The body of labour jurisdiction evaluates the evidence submitted by parties and takes the decision according to the legislation in force;

#### Article 353 Exemption of employees and their representatives from payment of legal expenditures

Employees and their representatives who apply to court with requests of settlement of litigations and disputes resulting from the relations stipulated in the art. 348 (including the appeal of court decisions with respect to concerned litigations and disputes) are exempted from paying the legal expenditures (state fee and expenditures related to file examination).



## Chapter II

### INDIVIDUAL JURISDICTION

#### Article 354 Individual labour litigations

The individual labour litigations are considered the divergences between employee and employer regarding:

- a) conclusion of the individual labour contract;
- b) execution, modification and suspension of the individual labour contract;
- c) partial or total ceasing and nullity of the individual labour contract;
- d) payment of compensations in case of non-fulfillment or non-corresponding fulfillment of obligations by one of the parties of the individual labour contract;
- e) contest results;
- f) annulment of the employment order (command, decision, decree), issued according to the art. 65 paragraph (1);
- g) non-issuance in due time of the labour book, the incorrect records entered in the labour book;
- h) other problems resulting from individual labour relations stipulated by the art. 348.

#### Article 355 Examination of the request regarding resolution of the individual labour litigation

(1) The request regarding settlement of the individual labour litigation shall be submitted in the court:

- a) within one year from the date when employee found out or had to find out about breach of his right;
- b) within 3 years from the date of appearance of the respective employee right, in the situation that the object of litigation consists in payment of some wage rights or rights of another character, which are meant for employee.

(2) In the event that at submission of requests the terms stipulated in the paragraph (2) are omitted for well-grounded reasons, these terms can be re-established by the court.

(3) The court will convoke the parties of the litigation within 10 working days from the date of request registration.

(4) The court will examine the request of settlement of the individual labour litigation within maximum 30 working days and will issue a decision with right of appeal according to the Code of Civil Procedure.

(5) The court will deliver his decision to the parties within 3 working days from the date of issuance.

Article 356 Execution of decisions regarding resolution of individual labour litigations

(1) Employer is obliged to execute immediately, according to the Code of Civil Procedure, the court's decision on re-establishment of the employee's rights resulting from labour relations and other relations related directly to them.

(2) Non-execution of the legal acts mentioned in the paragraph (1) leads to the consequences stipulated by the Code of Execution.

### Chapter III

#### RESOLUTION OF COLLECTIVE LABOUR CONFLICTS

Article 357 General notions

(1) By collective labour contracts are understood the unsettled divergences between employees (their representatives) and employers (their representatives) on establishment and modification of working conditions (including wage), on the carrying on of collective negotiations, on conclusion, modification and execution of collective labour contracts, on refusal of employer to take into account the position of employees' representatives in process of adoption of legal documents within the entity that contain norms of labour right, as well as the divergences referring to economic, social, professional and cultural interests of employees, that appeared at different levels between social partners.

(2) The starting date of the collective labour contract represents the date when the decision of the employer (his representatives on different levels) or, depending on the case, of the respective public authority, on the total or partial refusal to fulfill the claims of employees (their representatives) has been brought to notice or the date when employer (his representatives) or the respective public authority had to respond to these claims, or the date of drawing up of the official report on divergences that appeared during collective negotiations.

(3) By the procedure of conciliation is understood the examination within a commission of conciliation of the collective labour conflict for the purpose of its settlement.

Article 358 Submission of claims

(1) In all the cases when there are premises for starting a collective labor dispute within an entity, the representatives of employees shall have the right to submit to employer the claims on establishment of new working conditions or modification of the existing ones, on the carrying on of collective negotiations, on conclusion, modification and execution of the

collective labour contract.

(2) The claims of employees are submitted to employer (his representatives) in written form. They must be motivated and contain concrete references to the violated norms of the legislation in force.

(3) Employer is obliged to accept the submitted claims and register them in the established manner.

(4) The copies of the claims can be delivered, depending on the case, to higher ranked bodies of the entity, patronages, trade unions in the field, central and local public administration authorities.

(5) Employer is obliged to answer to employees' representatives in writing within 5 working days from the date of registering the claims.

#### Article 359 Conciliation procedure

(1) The procedure of conciliation is held between the parties of the dispute, within a conciliation commission.

(2) The conciliation commission is formed of an equal number of representatives of the parties of the dispute, at the initiative of one of them, within 3 calendar days from the starting day of the collective labour conflict.

(3) The conciliation commission is formed every time a collective labour conflict appears.

(4) As a basis for creating the conciliation commission serves the order (command, decision, decree) of the employer (his representatives) and the respective decision of the representatives of employees.

(5) The President of the conciliation commission is elected with the majority vote of the commission members.

(6) Employer is obliged to create normal working conditions for the conciliation commission.

(7) The debates of the conciliation commission are registered in an official report drawn up in 2 or more exemplars in which the general or partial measures of settling the dispute agreed by the parties will be mentioned.

(8) In the event that the members of the conciliation commission reached an agreement about the claims submitted by the representatives of employees, the commission will adopt, within 5 working days, an obligatory decision for the

parties of the dispute and will deliver it to the parties within 24 hours from the moment of adoption.

(9) If the members of the conciliation commission haven't reached an agreement, the president of the commission will inform about it the parties of the dispute in writing within 24 hours.

#### Article 360 Settlement of collective labour conflicts in the court

(1) In the event that the parties of the dispute haven't reached an agreement or don't agree with the decision of the conciliation commission, each of them shall have the right to submit, within 10 working days from the date of adopting the decision or receiving the respective information (art.359 paragraph (8) and (9)), a request of settling the dispute in the court.

(2) The court will convoke the parties of the dispute within 10 working days from the date of request registration.

(3) The court will examine the request of settling the collective labour conflict within maximum 30 working days and will issue a decision with right of appeal according to the Code of Civil Procedure.

#### Article 361 Establishment of nullity of the collective labour contract or collective convention and strike legality

(1) The requests on settlement of the collective labour conflicts referring to establishment of the nullity of the collective labour contract, collective convention or other clauses can be submitted by the parties in the court starting from the date of signing the collective labour contract or collective convention.

(2) The requests on settlement of the collective labour conflicts referring to establishment of the strike legality can be submitted by the parties in the court with the date of strike announcement according to the art.362.

### Chapter IV

#### STRIKE

#### Article 362 Strike announcement

(1) The strike represents the refusal of the employees to fulfill, totally or partially, the work obligations, for the purpose of settling the collective labour contract, commenced in accordance with the legislation in force.

(2) The strike can be announced in accordance with the present code only for



the purpose of defending the employees' professional interests of economic and social character and cannot pursue political purposes.

(3) The strike can be announced if all the ways of settling the collective labour conflict, within the procedure of conciliation stipulated by the present code, were beforehand used up.

(4) The decision on strike announcement is taken by the representatives of employees and is brought to notice to employer 48 hours before its commencement.

(5) The copies of the decision regarding announcement of the strike can be also delivered, depending on the case, to higher ranked bodies of the entities, patronages, trade unions, central and local public authorities.

#### Article 363 Organization of strike at entity level

(1) Before start of the strike in the entity, it is obligatory to follow up the conciliation procedure (art.359).

(2) The representatives of employees express the interests of employees on strike in their relations with employer, patronages, central and local public authorities, as well as in the court, in case of civil and criminal procedures.

(3) The employees on strike, together with employer, have the obligation, during the strike, to protect the entity assets and provide a continuous functioning of equipment and installations which stoppage might put in danger the life and health of people or can cause irreparable damages to the entity.

(4) Participation in strike is voluntary. Nobody can be forced to participate in strike.

(5) Employees who do not participate in strike can continue the activity at their workplace, unless the technological, security and hygiene labour conditions do not allow it.

(7) During the strike, employer cannot be hindered to carry out his activity by employees on strike.

(8) Participation in strike or its organization with respecting the provisions of the present code is not a breach of the work obligations and cannot have negative consequences on the employees on strike.

(9) During the strike, all the rights resulting from the individual and collective labour contract, collective conventions, as well as from the

present code, except the wage rights, are kept for the employees.

(10) Labour remuneration of the employees who do not participate in the strike and stopped their work due to the strike will be effected according to the provision of the art.80.

#### Article 364 Organization of strike at territorial level

(1) The right to announce and organize the strike at territorial level belongs to the territorial trade-union body.

(2) The claims of participants in strike are examined by the territorial commissions for consultations and collective negotiations, at the request of the interested social partnership.

(3) The strike will be announced and carried out in accordance with the present code and collective convention concluded at territorial level.

#### Article 365 Organization of strike at branch level

(1) The right to announce and organize the strike at branch level belongs to the branch trade union body.

(2) The claims of the participants on strike are examined by the branch commission for consultations and collective negotiations, at the request of interested social partnership.

(3) The strike will be announced and will be carried out in accordance with the present code and collective convention concluded at branch level.

#### Article 366 Organization of strike at national level

(1) The right to declare and organize the strike at national level belongs to the related inter-branch national trade union body.

(2) The claims of participants in strike are examined by the national Commission for consultations and collective negotiations, at the request of the interested social partnership.

(3) The strike will be announced and will be carried out in accordance with the present code and collective convention concluded at national level.

#### Article 367 Place of carrying out of the strike

(1) The strike is usually carried out at the permanent workplace of employees.

(2) If the claims of employees are not satisfied within 15 calendar days, the

strike can be also carried out outside the entity building.

(3) With the consent of employees' representatives, the public administration authorities shall establish the public places or rooms where the strike will be carried out.

(4) The carrying out of the strike outside the entity and in public places shall be in accordance with legislative documents that regulate organization and carrying out of meetings.

#### Article 368 Strike suspension

(1) Employer can request strike suspension for a period of maximum 30 calendar days in the event that life and health of people can be in danger or when is deemed that strike has been declared or carried out with violation of the legislation in force.

(2) The request of strike suspension shall be submitted to the court.

(3) The court shall establish the term of request examination, which cannot exceed 3 working days, and order summoning of the parties.

(4) The court shall examine the request within 2 working days and shall announce a decision by which:

- a) employer' s request is rejected;
- b) employer' s request is accepted and strike suspension is ordered.

(5) The court will deliver its decision to the parties within 48 hours from the moment it has been taken.

(6) The court decision can be contested according to the Code of civil procedure.

#### Article 369 Limitation of participation in the strike

(1) The strike is prohibited during the period of natural calamities, outbursts of epidemics, pandemics, during the period of setting up of state of emergency or war.

(2) In the strike cannot participate the:

- a) medical-sanitary personnel from hospitals and services of urgent medical assistance;
- b) employees running the systems of water and energy supply;
- c) employees running the telecommunication system;
- d) employees of the services running the airplane traffic;
- e) officials in the central public authorities;
- f) employees of the bodies that provide the public order, law enforcement

order and state security, the court judges, employees from military entities, organizations or institutions of Armed Forces;

- g) employees working in entities with continuous flow;
- h) employees working in entities manufacturing goods for the needs related to country defense.

(3) The classified list of entities, sectors and services, which employees cannot participate in the strike according to paragraph (2), is approved by the Government after consultation with patronages and trade unions.

(4) In case of strike prohibition according to the art (1) and (2), the collective labour conflicts shall be settled by the bodies of labour jurisdiction.

#### Article 370 Responsibility for illegal strike organization

(1) For announcement and organization of illegal strike, the culpable persons bear disciplinary, material, administrative and criminal responsibility.

(2) The court which established the strike illegality will force the culpable persons to repair the caused material and moral damage, in accordance with the present code and other normative documents in force.

### **Title XIII SUPERVISION AND CONTROL OVER RESPECTING LABOUR LEGISLATION**

#### Chapter I SUPERVISION AND CONTROL BODIES

##### Article 371

The supervision and control over respecting the labour legislation and other normative documents containing norms of labour right, of collective labour contract and collective conventions in all entities are carried out by:

- a) Labour Inspection;
- b) State Sanitary-Epidemiological Service;
- c) Service of Standardization and Metrology;
- d) Department of Cases of Emergency;
- e) other bodies in charge with supervision and control in accordance with the legislation in force;
- f) trade unions.

#### Chapter II STATE SUPERVISION AND CONTROL

##### Article 372 Labour Inspection



(1) Labour Inspection is the specialized central body, under the Ministry of Economy and Trade, that exercises the state control over respecting the legislative documents and other normative document containing norms of labour right, of collective conventions and collective labour conventions in all entities, as well as in local and central public authorities.

(2) Ministry of Defense, Ministry of Internal Affairs, Service of Protection and State Security, Department of States of Emergencies, Service of Frontier Guards, Department of penitentiary institutions of the Ministry of Justice, Center for Combat of Economic Crimes and Corruption shall organize the activity of labour inspection through their specialized services, which have competence only on structures under their jurisdiction.

(3) The Regulations of Labour Inspection is approved by the Government.

#### Article 373 Objectives of the Labour Inspection

Objectives of the labour inspection are:

- a) application of provisions of the normative documents regarding working conditions and protection of employees when they exercise their working obligations;
- b) distribution of information about the most efficient methods and means as regards respecting the labour legislation;
- c) familiarization of the competent public authorities with the difficulties related to application of labour legislation.

#### Article 374 Main obligations of the Labour Inspection

(1) For the purpose of execution of its objectives, the Labour Inspection shall perform the following main duties:

1) shall control the respecting of provisions of the international documents, legislative and other normative documents, as well as of collective conventions referring to:

- a) individual and collective labour contracts;
- b) labour books;
- c) working time and rest time;
- d) labour remuneration;
- e) work performed by minors and women;
- f) labour protection;
- g) other work conditions;

2) shall issue, in the manner established by the Government, authorizations of operation from the point of view of labour protection;

- 3) shall notify the launch in production of prototypes of technical equipments and individual protection and work equipment;
- 4) shall investigate, in the manner established by the Government, the work accidents;
- 5) shall coordinate the activity of preparation, training and familiarization of employees of the entities in issues regarding labour relations, labour protection and hygiene, work environment;
- 6) shall grant methodological and consultative help to employees and employers.

(2) The Labour Inspection shall have the right to:

- a) request and receive from central and local public authorities, legal entities and physical persons the information needed to perform its duties;
- b) apply, in the manner established by the legislation in force, administrative sanctions, including penalties for breach of provisions of the legislative documents and of other normative documents regarding work conditions and protection of employees when they perform their work obligations;

Article 375 Cooperation with other bodies, institutions and organizations  
To execute its objectives, the Labour Inspection shall cooperate with other bodies, institutions and organizations which carry out similar activities, with patronages and trade unions. The ways of cooperation are established through agreement of the parties.

Article 376 Basic rights of the labour inspectors

- (1) When labour inspectors perform control duties, at presentation of the service permit, they shall have the right to:
  - a) visit freely, at any hour of the day or night, without giving to employee preliminary notice, the workplaces, service and production rooms;
  - b) request and receive from employers the documents and information needed for the control procedure;
  - c) request and receive explanations from employers and employees (their representatives);
  - d) request immediate liquidation or liquidation within a certain period of revealed violations of the provisions of the legislative documents and other normative documents related to work environment and protection of employees.

- (2) Additionally to those stipulated in the paragraph (1), the labour inspectors with duties in the field of labour protection shall have the right to:

a) order stoppage (sealing) of entities, workshops, departments, constructions, buildings and technical equipments, as well as ceasing of works and technological processes which fail to comply with labour protection norms and which imply an obvious danger to injury.

b) suggest annulment of the authorization of functioning from the point of view of labour protection and of the notices related to launch in production of prototypes of technical equipments, individual protection equipment and individual work equipment, in the event that it has been established that the requirements of normative documents regarding protection, hygiene and work environment are not respected as result of modification of the conditions for which they were meant.

#### Article 377 Obligations and responsibility of the labour inspectors

(1) Labour inspectors are obliged:

a) to follow up the legislation in force during carrying out of their activity;

b) to keep confidentiality on the source of any complaint that signals breach of provisions of the normative documents related to work, labour protection and not to disclose to employer that the respective control has been performed as result of a complaint;

c) to respect the provisions of the legislation in force regarding non-disclosure of information that represents a state or commercial secret and which became known to him during fulfillment of duties.

d) not to participate directly or indirectly in the activity of entities subject to its control

(2) Labour inspectors shall bear disciplinary, administrative and criminal responsibility in the manner established by the legislation in force for non-execution or inappropriate execution of their obligations.

#### Article 378 Independence of labour inspectors

(1) In the process of fulfillment of their rights and obligations, labour inspectors are state empowered representatives and are subject only to law;

(2) No interference in the activity of labour inspectors is admitted, which would lead to inappropriate performance of their duties.

#### Article 379 Employer obligations towards labour inspectors

Employer shall have the following obligations towards the labour inspectors:

a) to provide free access any time of the day or night to workplaces, production and service rooms for carrying out the inspection, upon presentation by the labour inspectors of their service permit (card);

b) to present the documents and information required by the labour inspector during carrying out of the inspection;

c) to provide execution of measures established by the labour inspector as result of control or investigation of the work accidents.

#### Article 380 Appeal of the measures taken by labour inspectors

(1) The administrative documents issued by the labour inspectors can be contested in the State General Inspectorate and/or according to the Law regarding administrative solicitor' s office.

(2) The administrative documents issued by the State General Inspectorate can be contested according to the Law regarding administrative solicitor' s office.

#### Article 381 Responsibility for violation of the labour legislation and of other normative documents containing norms of the labour right

(1) Persons responsible for violation of the labour legislation and of other normative documents containing norms of labour right, of the labour collective contract and collective conventions bear disciplinary, material, administrative and criminal responsibility in the manner stipulated in the legislation in force.

(2) Persons responsible for breach of the provisions of the collective labour contract or of the collective convention can be additionally brought to account according to the provisions of the statutes of he entities, patronages and trade unions and/or of the collective labour contract or collective convention.

#### Article 382 Responsibility for hindering the activity of the labour inspectors

Persons who hinder, by any means, the carrying out of the state control over respecting the legislative documents, other normative documents containing norms of labour right, collective labour contracts and collective conventions, who fail to execute the obligatory measures ordered by the labour inspectors, who threaten with violence or apply violence towards the labour inspectors, members of their families and their belongings shall be brought to account in accordance with the legislation in force, collective labour contracts and collective conventions.

#### Article 383 State energy supervision

State energy supervision over executing the measures that provide safe functioning of electric installations and heating plants shall be carried out by the body of state energy supervision according to the legislation in force.

#### Article 384 State sanitary-epidemiological supervision

State supervision over respecting the sanitary-hygienic and sanitary-epidemiological norms in all entities shall be carried out by the State



Sanitary-Epidemiological Service according to the legislation in force.

Article 385 State supervision and control in the field of radioprotection and nuclear safety

(1) State supervision and control over respecting the requirements on radioprotection and nuclear security shall be carried out by the Ministry of Health and Social Protection, Service of Standardization and Metrology and Department of States of Emergencies according to the legislation in force.

### Chapter III

#### RIGHTS OF THE TRADE UNIONS TO CARRY OUT CONTROL OVER RESPECTING LABOUR LEGISLATION AND GUARANTEES OF THEIR ACTIVITIES

Article 386 Rights of the trade unions as regards the carrying out of the control over respecting labour legislation

(1) The trade unions shall have the right to carry out the control over respecting by employers and their representatives of the labour legislation and of other normative documents containing norms of labour rights in all entities, regardless of the departmental subordination or branch affiliation.

(2) For the purpose of carrying out the control over respecting the labour legislation and of other normative documents containing norms of labour right, trade unions or, depending on the case, their representatives shall have the right to:

- a) create own inspectorates of labour, to appoint empowered persons for labour protection, who activate on the basis of respective regulations, approved by national-branch or national-inter-branch trade union bodies
- b) control the respecting of legislative documents and other normative documents with regard to working time and rest time, waging, labour protection and other work conditions, as well as the execution of collective labour contracts and collective conventions;
- c) freely visit and inspect, the entities and their subdivisions where the members of trade unions activate, for the purpose of determining if the work conditions comply with the norms of labour protection and to submit to employer the executory proposals, with indication of possible ways of eliminating the revealed drawbacks;
- d) make independently the expertise of the work conditions and safety provision at workplaces;
- e) request and receive from employers the information and legal documents at entity level needed for the control;
- f) participate, as members of commissions, in investigation of work-related accidents and of cases of contracting occupational diseases and to receive from employers the information regarding the state of labour protection, including the produced work-related accidents and attested occupational diseases;

- g) defend the rights and interests of the trade union members in problems regarding labour protection, granting facilities, compensations and other social guarantees in connection with the influence of production factors and ecologically harmful factors on the employees;
- h) participate as independent experts in the commissions, for accepting in exploitation the production objects and equipment;
- i) contest, in the established manner, the normative documents that violate the labour, professional, economic and social rights of employees, provided in the legislation in force;

(3) At performance of the control over respecting the labour legislation and other normative documents containing norms of labour right, the trade unions can also execute some other rights stipulated by the legislation in force;

(4) At discovery of failure to respect the requirements of labour protection, hiding the work-related accidents and cases of contracting occupational diseases or unfair investigation of these acts, the trade unions shall have the right to request from heads of these entities, related public authorities, the taking of some urgent measures, including interruption of works and suspension of employer's decision that contradict the legislation regarding labour protection, regarding the bringing of the culpable persons to account in accordance with the legislation in force, collective conventions and collective labour contracts.

(5) Employers shall have the right to examine within 7 calendar days from the date of submitting (registration), the requirements of trade unions and to inform in writing the trade union body about the results of examination and measures undertaken for removal of the revealed violations.

Article 387 Guarantees for the persons elected in the trade unions and not dismissed from the main workplace

(1) The persons elected in trade union bodies of all levels and non-dismissed from the main workplace cannot be subject to disciplinary sanctions and/or transferred to another job without the written preliminary agreement of the trade union body of which they are members.

(2) The heads of the primary trade union organizations non-dismissed from their main workplace cannot be subject to disciplinary sanctions without the preliminary agreement of the higher ranked trade union body.

(3) The participants in trade union meetings, seminars, conferences and congresses convoked by trade unions, are released from their main workplace during trade union education for the period of duration of these studies and are kept the average wage.

(4) The members of elective trade union bodies unreleased from their main workplace are entitled to free time during the program hours for execution of their rights and fulfillment of their trade union obligations, with keeping their average salary. The concrete duration of the working time reserved for this activity is stipulated in the collective labour contract.

(5) The ceasing of the individual labour contract concluded with the persons elected in the trade union bodies and with the heads of the trade union bodies unreleased from their main workplace is approved with respecting the provisions of the present code.

(6) Fulfillment of obligations and execution of their rights by persons indicated in the paragraph (1)-(5) cannot be considered by the employer a reason for dismissal or application of other sanctions that would affect their rights and interests resulting from the labour relations.

Article 388 Guarantees for the persons elected in the trade unions and dismissed from the main workplace

(1) Employees whose individual labour contract is suspended for the reason of choosing them for elective positions in trade union bodies, after expiration of mandate they are entitled to the previous workplace, but in the event it is absent another equivalent workplace (position) in the same entity, or, with the employee's consent, in another entity.

(2) In the event that it is impossible the granting of previously held workplace or equivalent workplace because of entity liquidation, reorganization, reduction of the number of staff personnel, the persons indicated in the paragraph (2) shall be entitled by the employer to an indemnity of dismissal from work equal to 6 average monthly salaries.

(3) Employees whose individual labour contracts have been suspended in connection with their election in the entity's trade union bodies shall benefit from the same rights and facilities as the rest of the employees from the same entity.

(4) Dismissal of employees who were elected in the trade union bodies, regardless of the fact if they were released or not from their main workplace, shall not be admitted within 2 years after mandate expiration, except the cases of entity liquidation or commitment by the respective employees of some culpable actions, for which the legislation in force stipulates the possibility of dismissal. In such cases, dismissal is made on the basis of general reasons.

(5) The collective labour contracts and collective conventions can also

stipulate some other guarantees indicated in the paragraph (1), (3) and (4).

## Article 389 Protection of professional, economic and social labour rights and interests of the employees by the trade unions

The activity of trade unions directed to protection of labour rights and labour, professional, economic and social interests of employees – members of the trade union is regulated by the present code, by the legislation regarding trade unions and their statutes.

## Article 390 Provision of conditions for the activity of the entity' s trade union body

(1) Employer shall have the obligation to give, free of charge, to the trade union body, rooms with all the necessary inventory, providing conditions and services necessary for its activity.

(2) Employer shall put at the disposal of the trade union body, according to the collective labour contract, transportation means, telecommunication and information means needed for fulfilling the statutory duties of the respective trade union body.

(3) Employer shall collect, free of charge, in the manner established by the collective labour contract and/or collective conventions, the trade union membership fees and shall transfer them monthly on the bank account of the respective trade union body. Employer shall not have the right to delay the transfer of the indicated means or use them for other purposes.

(4) Labour remuneration of the trade union head whose individual labour contract has been suspended due to the fact that he was selected to occupy elective position shall be made from the account of the entity' s means, the size of his wage being established through negotiations and mentioned in the collective labour contract and/or collective convention.

(5) In the entities where the collective labour contract is concluded and/or upon which the collective conventions are effective, employer, to the request of the employees who are not trade union members, shall deduct from their wage financial means and shall transfer them monthly to the bank account of the trade union body, on the conditions and in the manner established in the collective labour contract and/or collective conventions.

(6) Additional measures for providing the activity of trade unions can be stipulated in the collective labour contract and/or collective conventions.



## Title XIV TRANSITIONAL AND FINAL PROVISIONS

### Article 391 Entering into force and abrogation of some documents

(1) The present code comes into force on the 1st of October, 2003, except the provisions regarding the granting of partially paid leave for child care until the child reaches the age of 3 years old, from the art.124 paragraph (2) and art.127 paragraph (1), which will come into force starting 1st of January, 2004. By the time of the latter, the persons indicated in the art.124 paragraph (1) and art.127 paragraph (1) shall benefit from partially paid leave for child care until the child reaches the age of one and a half year of age and from the corresponding indemnity, stipulated by the provisions in force of the old code.

(2) When the present code enters into force, the following documents are abrogated:

a) Labour Code of the Republic of Moldova, approved by the Law of the Moldovan SSR from 25th of May, 1973 (gazette of the Supreme Soviet and of the Government of the Moldovan S. S. R., 1973, no. 5, art. 46), with further modifications;

b) Law no. 1296-XII from 24th of February, 1993 for resolution of the individual labour litigations (Monitor of the Parliament of the Republic of Moldova, 1993, no. 4, art. 91), with further modifications;

c) Law no. 1298-XII from 24th of February, 1993 for resolution of the collective labour conflicts (Monitor of the Republic of Moldova, 1993, no. 4 art. 93), with further modifications;

d) Law no. 1303-XII from 25th of February, 1993 regarding collective labour contract (Monitor of the Parliament of the Republic of Moldova, 1993, no. 5, art. 123), with further modifications;

(3) The legislative documents and other normative documents in force that regulate the labour relations and other relations directly related to them shall be applied in the limit in which they do not contradict the present code.

### Article 392

(1) The President of the Republic of Moldova is made the proposal to bring his normative documents in conformity with the present code.

(2) The Government of the Parliament, within one year from the date of publication of the present code shall:

a) submit to the Parliament proposals for bringing the legislation in force in line with the provisions of the present code;

- b) submit to the Parliament the drafts of legislative documents that regulate the labour relations and other relations directly related to them that will replace the normative documents of the U.S.S.R. and M.S.S.R. in force;
- c) bring its normative documents in line with the provisions of the present code;
- d) adopt the normative documents needed for execution of the provisions of the present code;
- e) provide reexamination and abrogation by ministries and departments of their normative documents that contradict the present code;
- f) undertake other measures of putting the present code into operation, of studying and applying its provisions by the subjects under law;

(3) Regulation and resolution of the legal situations related directly to application of the labour legislation, which are not regulated or solved by the date of coming into force of the present code, will be performed according to its provisions.

Chief of the Parliament Eugenia Ostapciuc  
Chisinau, 28th of March 2003  
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