

1 September 2010

**THE GOVERNMENT OF THE REPUBLIC OF MACEDONIA
CONFEDERATION OF FREE TRADE UNIONS OF THE
REPUBLIC OF MACEDONIA**

**PUBLIC SECTOR GENERAL COLLECTIVE AGREEMENT
of the Republic of Macedonia**

Skopje, January 2008

Pursuant to Article 204, paragraph 1, subparagraph 2, and Article 216 of the Labour Relations Act (*Official Gazette of the Republic of Macedonia*, no. 62/05), on 16 January 2008 the Government of the Republic of Macedonia and the Confederation of Free Trade Unions of the Republic of Macedonia concluded the following

**PUBLIC SECTOR GENERAL COLLECTIVE AGREEMENT
of the Republic of Macedonia**

I – GENERAL PROVISIONS

Article 1

This Collective Agreement regulates the rights and obligations of workers and employers deriving from the labour relationship in the public sector of the Republic of Macedonia and the conditions and manner of application of rights and obligations in the labour relationship as well as the manner and procedures of dispute resolution.

Article 2

In this Collective Agreement an employer shall mean: state authority organs, public institutions, administrations, agencies, organisations and other legal entities in the public sector that employ workers and that are financed from the Budget of the Republic of Macedonia.

Article 3

In this Collective Agreement a worker shall mean: any natural person who has entered into an employment relationship for an unlimited or limited period of time, with normal hours of work, with shorter hours of work than the normal hours of work and with reduced hours of work.

Article 4

This Collective Agreement shall be binding for all employers under Article 2 of this Collective Agreement, for employers that have concluded it and to all workers who, at the time the Collective Agreement is concluded, are or have, at a later stage, become members of the trades unions of the Confederation of Free Trade Unions of the Republic of Macedonia.

This Collective Agreement shall also be binding for all workers who are members of other trade unions and employers carrying out activities of public interest that, at a later stage, have requested in writing to enter this Collective Agreement and have received approval therein of the signatories to the Agreement.

Article 5

Branch collective agreements, employers' collective agreements and contracts of employment may determine greater rights than those determined by the law and the Collective Agreement if such rights are not in contravention with the law and this Collective Agreement.

If branch collective agreements or employers' collective agreements prescribe lesser rights and less favourable conditions of work than the rights or conditions of work prescribed by this Collective Agreement, the provisions of this Collective Agreement shall be applied.

Article 6

In case of discrimination in terms of the Labour Relations Act, employment candidates and workers shall be entitled to request compensation.

II – PARTICULAR PROVISIONS

Article 7

As justified reasons for the failure of a worker to commence employment on the date agreed to in the contract of employment or the date on which the contract of employment has been signed, shall be the following:

- the worker's illness;
- death of a closely-related relative;
- natural disasters (fire, flood, and so forth); and
- other objective reasons determined in the contract of employment.

The worker shall inform in writing the employer about the reasons listed under paragraph 1 of this Article within two days of the hour on which he is to have commence employment.

Article 8

On the basis of the employer's written document the worker shall also carry out other duties not set out in the contract of employment but that fall within the worker's qualifications for as long as the reasons thereof persist but not longer than two months and only in the following cases:

- if there is a need to replace a temporarily absent worker;
- if the scope of work has increased;
- if the worker is occupying a workplace with a reduced scope of work;
- if a natural disaster has occurred or is imminent; and
- if urgent work or work that cannot be postponed has to be completed.

In the situations listed under paragraph 1 of this Article, the worker shall be entitled to the wages of his workplace or to wages that are more favourable to the worker.

APPRENTICESHIP

Article 9

The length of apprenticeship shall be determined in branch collective agreements.

At the request of the worker the length of apprenticeship may be reduced by one-third if the employer consents to it.

The manner in which an apprenticeship is organised and carried out shall be determined by an employer's document unless the law determines otherwise.

III – TERMINATION OF CONTRACT OF EMPLOYMENT

Article 10

In addition to the reasons prescribed by the Labour Relations Act, branch collective agreements or employers' collective agreements shall determine other reasons and situations in which work obligations have not been carried out or in which work order and discipline have been violated warranting the termination of a contract of employment for the worker's personal reasons.

IV – WAGES AND COMPENSATION

WAGES

Article 11

The worker shall be entitled to wages in accordance with the law, the collective agreement and contract of employment.

Wages shall consist of the following:

- the basic wage;
- performance related pay; and
- other remuneration.

The wages of a worker with normal hours of work and normal work output shall not be less than the basic wage.

Article 12

Data on workers' wages by workplace for workers in the public sector shall be public, unless the law determines otherwise for specific workplaces.

BASIC WAGE

Article 13

The basic wage shall be determined in keeping with the requirements of a specific workplace (type, work complexity, scope and responsibility of the workplace, education and training and skills).

The basic wage shall be calculated by multiplying the lowest wage by the coefficient of work complexity of the worker's workplace in keeping with the contract of employment.

The coefficient of work complexity of the workplace referred to in paragraph 2 of this Article shall be determined in branch collective agreements or employers' collective agreements.

Article 14

The lowest wage for the lowest level of work complexity shall be determined by branch collective agreements or employers' collective agreements.

The lowest wage shall be determined and published by the signatories to the collective agreement in an agreement that shall be concluded annually in keeping with their respective financial possibilities.

The lowest wage shall be determined on the basis of the economic conditions, general level of wages in the Republic of Macedonia and in the respective branches of activities, on the basis of living expenses and other economic and social factors in the country.

Signatories to an agreement commence negotiations on the harmonisation of the lowest wage in June of the current year for the following calendar year and shall terminate the negotiations prior to submitting a proposal to the Budget of the Republic of Macedonia.

If the signatories to the agreement fail to agree on the lowest wage before the Budget referred to in paragraph 4 of this Article, the lowest wage previously negotiated shall be applied.

Article 15

Branch collective agreements and employers' collective agreements shall determine groups according to the complexity of workplaces.

Branch collective agreements and employers' collective agreements shall determine the workplaces that fall within the same work complexity group.

The employer shall assign workers to the appropriate work complexity group.

Work complexity groups in a collective agreement shall be determined by levels of education. A worker with the lowest level of education shall not be assigned to a work complexity group that requires a higher level of education except for workers who have been assigned to workplaces requiring a higher level of education prior to the entry into force of this Collective Agreement.

The basic wages of the workers referred to in paragraph 4 of this Article, who have been assigned to workplaces requiring a higher level of education, may be reduced in accordance with the relevant branch collective agreement.

PERFORMANCE RELATED PAY

Article 16

Performance related pay shall be determined on the basis of the following criteria:

- extraordinary and above the average worker's workload;
- increase in the scope of business; and
- completion of work before the deadline in a qualitative manner.

In addition to the criteria set out in paragraph 1 of this Article, the successful performance of a worker shall also be determined in keeping with assessments and criteria in the relevant branch.

The amount of performance related pay shall be paid from available funds.

OTHER REMUNERATION

Article 17

A worker's basic wage shall be increased per hour for:

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| - overtime work by | 35% |
| - night work by | 35% |
| - work in three shifts by | 5% |
| - work on days of weekly rest by | 35% |