

Employment Contract for Teleworking-Working Off the Employer's Premises

Vojo BELOVSKI

e-mail: vojo.belovski@ugd.edu.mk

Abstract

*It is about a flexible, atypical and nonstandard form of an employment contract and engaging employees. The term teleworking is used for the employment contract for performing the work at home. Referring to the employment contract for doing work from home the term **teleworking** is used, which in many comparative legislatures and practises has become an official word.*

***Teleworking** is a work on a location different from the employer's premise and more often it includes computer-telecommunication technology.*

***The teleworking** presents an effective mechanism for working, both for the employers who **work for a well-known employer** (classical labor relations) and for the workers registered as **self-employed**.*

In many legislatures, and in the practice in different counties it comes to an identification of the teleworking itself (the contract on a separate work place) with the working from home (employment contract for performing the work from home).

Home telework, represents the most exploited form of teleworking, where the employee performs paid work from his/her home

***The work in telecottages** represents a work on a separate working place, which includes employees (teleworkers) not willing to stay home and therefore they use these local centers (out of the employer's premise).¹*

What are the advantages on side of the employers and the employees?

¹ Ристовски, Александар. Договор за вработување со вршење на работа дома и други алтернативни облици на засновање на работен однос и флексибилни форми на работа, Деловно право, број 25, 2011 година, издавач Здружение на правниците на Република Македонија, страна 95 – 105.

*The advantages, in terms of **the employers**, are: saving money for the lease of a premise and the necessary logistics, saving energy and saving travelling and food expenses.*

In terms of the employees, it a work from home, with the presence of their families and they have more free time and free schedule of work time, as well as the help of the members of the family. The people with handicap also have some advantages of this model.

The institute-contract for employment with teleworking is a modern advantage in the Macedonian labor-legal legislation which is in accordance with the Convention and recommendation of MOTnum.177 from 1996 for teleworking and with the FrameworkContract for teleworking in EU from 2012. However, there are particular elements which must be specified additionally in the Law on Labor Relations.

This contract includes all the elements for any employment contract.

In practice, we handle with problems regarding the formulation of these employment contracts, especially because this type of work integrates a series of obligation-legal effects. It is necessary for the Law on Labor Relations itself to predict the essential elements, which must be engaged in this contract.

In this thesis the basic differences between the employment contract for performing the work at home and the temporaryemploymentcontract are included.

In addition to the thesis a form for the employment contract for performing the work at home is prepared – labor relation out of the employer's business premises.

Key words: teleworking, telecottages, self-employed, elements of the contract, home telework.

This contract is one of the flexible forms of work and it refers to a complex concept manifesting direct implications on all three sides of the social dialog. **The economic doctri**nesupposes that one of the preferential objectives of a flexible and effective labour market is the endeavour of every country to see a rise in the employment scale. **The legal doctrine** favours the necessity of reforming the labour

market application, both nationally and internationally, beginning from the state where the civil law is more often infiltrated in the labour law.

It refers to an atypical and nonstandard form of an employment contract and employing workers. In a function of simplification of the employment contract for doing work from home the term **teleworking** is used, which in many comparative legislatures and practises has become an official word.

Teleworking is such a flexible form of work, which includes work at a separate working place. It is work in a location different from the employer's premise and more often it includes computer-telecommunication technology (personal computer, internet service etc.).

Regarding the working-legal status the teleworking presents an effective mechanism for working, both for the employers who **work for a well-known employer** (classical labour relations) and for the workers registered as **self-employed**. The former make teleworking contracts, or contracts for a separate working place (more often contracts for performing the work from home) and they have the same rights and subordination as the employees working in the employer's premise. The latter are self-employed and they for practical purposes use this model of work (most often work at home) to satisfy their clients. The most common example for the self-employed who use teleworking as a model for flexibility at the work place are the so-called freelancers who offer different services through internet (services for a discount from the field of tourism, health care, catering industry, advertising etc.).

In terms of the **work time**, the employment contract at a separate work place (teleworking) can be made for full or part-time work as any other employment contract. The following combination is also possible for reaching full work time: a part of the work time performed from the employer's premise, the other part from a separate work place (for instance, 3 working days from the premise, and 2 days from home-from a separate work place).

In terms of the **forms of work** which appear in this institute, we must point out that the taxation of these forms is variable and it is not simple because there are different variables of teleworking. In many legislatures, and in the practice of different countries it comes to an identification of the teleworking itself (the contract at a separate work place) with the working from home (employment contract for performing the work from home). Turning from the fact that a great number of the employment contracts for a separate work place **are realized as employment contracts for teleworking**, the extensive interpretation of teleworking as a synonym of working from home may not be wrong. However, thorough research in this field, allows us to state that the work from home should be treated as a **subtype** of the teleworking. To conclude, generally there are a few types of teleworking:

• **Home telework**

Home telework, represents the most exploited form of teleworking, where the employee performs paid work from his/her home, which includes computer-technological means, or other devices through which the employee performs the work for which he/she has made an employment contract for home teleworking with an employer, as a single legal base. As it follows, the rights and the obligations regarding the machines, tools, the work and installation equipment, the mode for using as well as charging the expenses connected with them are regulated with these contracts. Thus, it may be stated that the employment contract for a separate work place (in most cases for home teleworking) is a type of a combination of a labour legal and obligation-legal institutes.

• **Work intelecottages**

The work in telecottages represents a work on a separate working place, which includes employees (teleworkers) not willing to stay home and therefore they use these local centers (off the employer's premise). On the one hand, it is about modern rooms with a high level of equipment, fast internet and telecommunication means, and on the other hand they are near the residence of the employees. Some of the telecottages employ additional staff (for example, receptionists, security) taking care for the utility of these centers. These telecottages are attractive to employees not having enough room, means or conditions for teleworking.

What are the advantages on side of the employers and the employees?

In terms of **the employers**, at first they are saving money for the lease of a premise and the necessary logistics, saving energy and saving on travel and food expenses.

In terms of the employees, work from home allows them more time with their families and they have more free time and are free to schedule their work time, as well as the help of the members of the family. The people with handicap, as well as the workers with long commutes also have some advantages of this model.

The disadvantages on the side of the employer are associated with his inability to control the work of the teleworkers, to supervise them and to have a real insight in the exploitation of the means for work.

The disadvantages for the employee are usually connected with his/her social exclusion, losing the team potential of using others' experiences, meeting colleagues, exchanging opinions etc.²

² But, to turn to the legal framework in accordance with the Law on Labour Relations in the Republic of Macedonia (Official Gazette of Macedonia num. 62 from 2005 - refined text num.54 from 15.04.2013).

The institute-contract for employment with teleworking is a modern advantage in the Macedonian labor-legal legislation. In other words, the Macedonian legislation is in accordance with the convention and recommendation of MOT num.177 from 1996 for teleworking and with the FrameworkContract for teleworking in the EU from 2012. However, there are particular elements which must be precisely added to the Law on Labor Relations.

This form of a labor relation has its base in the fact that the work is performed from the employee's home or in a room of his/her choice *which are out of the employer's premises*.

The work of labor relation, by rule, is performed in the employer's rooms. The law on Labor Relations allows the employee to work in his/her own rooms. Referring to his/her own rooms must not be understood verbatim, but as rooms which he/she can provide. It is important for the rooms to be off the premises and the employee to use them economically in a legal way. He/She can perform the work from his/her own home, house or a flat.³

With the employment contract for teleworking, the organization of the work and its supervision,, the usage of the means and other rights and obligations of the employer and the employee must be made.

The employee and the employer may agree for the employee to do the work which is 1) *in the employer's activity* or 2) *which is needed for doing the employer's activity –home* (article 50, paragraph 2 from the Law on Labor Relations).

The rights, the obligations and the conditions, which depend on the nature of the teleworking, are determined between the employee and the employer with the employment contract. The employment contract for teleworking out of the employer's premises includes all the elements for any employment contract. In practice, they handle problems regarding the formulation of these employment contracts, especially because this type of work integrates a series of obligation-legal effects. In that sense, it is necessary for the Law on Labor Relations itself to predict the essential elements, which must be engaged in these contracts.

Above all, they must include elements that make this contract special and specific:

- 1) the length of the work time according to the prescription for work (daily, weekly and monthly work time);
- 2) type of the work;
- 3) the way of organizing the work;

³Article 50 from the Law on Labor Relations (Official Gazette of Macedonia num. 62 from 2005 - refined text num.54 from 15.04.2013)

(1) As a teleworking is considered a work which the employee can perform it from his/her home or in rooms of his/her choice which are out of the employer's premises.

- 4) the conditions for performing the work;
- 5) the way of supervising the employee's work;
- 6) the use and compensation for use of the devices for teleworking;
- 7) the payment and the deadlines for payment;
- 8) compensation for other expenses related to the work and management of such compensation; and
- 9) other rights and obligations.

Consequently, the employees who conclude an employment contract for teleworking are (must be) completely equal with the employees who work on the employer's premises regarding: anti discriminative clauses, prohibition of competition, payments and fringe benefits, right to daily, weekly and annual holiday etc.

The employer is obligated to file a copy of the thusly prepared and concluded employment contract for teleworking with the labor inspector within three days of the conclusion of the contract.⁴

The law obligates the employer to provide safe conditions during the teleworking.⁵

1) Duration of the work time according the prescriptions of work

For this element the provisions of the law and the collective contracts for work time cannot be modified; it is agreed according the prescriptions of work, depending on the character and amount of work that has to be done.

2) Type of work

With this element the object of the work is determined. The object of a contract may be: work operation, product or service. The work operations are agreed at the stage of operations. The products and the services are the final results of the work. The practice and the experience up to now tell that with the employment contract for teleworking, the work is usually performed "by sic" (German- on chair) and its estimation is done "by piece", in other words by units of a product, operation or service. Until now this form of labor has more often been used for: producing objects in a home workroom; collecting secondary raw materials; selling books and other publications; giving services by computer etc.

⁴If the employer does not file a sample of the employment contract for teleworking to the labor inspector, the legislator threatens with a relatively high penalty from 500-1000 euros for the employer- legal person, for the employer- physical entity from 600-800 euros, and for the manager, or other responsible person from 300-500 euros (article 256 a, paragraph 1, clause 3 and paragraph 2 and 3 from the same article).

⁵For the above see article 50 from the Law on Labor Relations, Employment contract for teleworking.

In the future, greater significance must be added to this flexible form of labour and work for different reasons, especially as a way of engaging an able and specialized workforce, with smaller expense for the employer, and as the engagement of unemployed people and whole families, especially during times of recession.

3) The way of organizing the work

How the work is going to be performed is determined by the organization the work itself. It is made depending on the object of work, the technology, the conditions and means at work, as well as the number of employees who are going to take a part in the process of performing the work as arranged between the employee and the employer.

4) The conditions for doing the work

This element is determined in accordance with the type or character of the work and the space. The conditions for work are imposed by the technology and they must be provided in line with the requirements of ecology, sanitation, health and security measures. We have pointed out that the law imposes an obligation on the employer to provide safe conditions for security in teleworking situations.⁶

5) The way of supervising the work of the employee

In terms of the previously stated conditions of work, supervision must be provided that will act in a way as to provide and respect all necessary conditions for work.

6) The use and compensation for use of the devices for teleworking

These elements are agreed according to the type and the character of the means, the intensity of their use, their longevity, the amortization rate and other elements which are crucial for the estimation of their use.

The employees usually work with their own means, but they can work with the devices given to them by the employer. The mode for using the means and the amount of compensation are agreed in both cases. So, either in benefit to the employer, or in benefit to the employee, depending who is their owner and who is their user. The Law on Labour Relations regulates this issue only in benefit to the employee- the employee has the right to compensation for the using his/her means for teleworking.⁷

7) The amount (of payment and) the deadline for payment

⁶Article 50, clause 6 from the law on Labor Relations- The employer is obliged to provide safe conditions for protection during teleworking.

⁷Article 50, clause 5 from the law on Labor Relations the employee has the right to compensation for the using his/her means for teleworking. The amount of the compensation is determined by both the employer and the employee in the employment contract.

The amount of and the deadline for payment are determined on the basis of the type and character, the complexity, the size, the quality and other elements used to estimate the work and to determine the needed time for work. The payment is most often determined by a unit of operation, product or service. The deadline is determined so that the employee receives his/her payment at least once a month.

8) Compensation for other expenses related to the work and management of such compensation

In terms of this specific type of an employment contract, there may be some additional expenses which also must be predicted, determined, and estimated, when they are expected to occur. These expenses may refer to attests, packing, transport, distribution to the customers etc.

9) Other rights and obligations

The other rights and obligations are determined if there is a necessity or an interest for them to be determined, which depends on the concrete work or situation.

Personal or family performing the work

The work established by an employment contract for teleworking- labor relations off the employer's business premises, are performed by the employee on his/her own or with the members of his/her close family, on the behalf and for the account of the employer.

When the employee performs the works on his/her own then he/she participates personally in the concluding and carrying out the contract's obligations. When he/she performs the works with the members of his/her close family, then in the concluding of the contract he/she participates on his/her own, while in the carrying out of the contract-together in undertaken with the members of the close family. The members of the close family are not partners of the employer. The employer's partner is the employee with whom the employment contract is concluded. The members of the close family may be only partners of the employee if they are included in the contract. This means that they do not establish a direct relation with the employer. The employer is not asked for permission but he/she should be informed, because the employer is deeply interested in the quality of the work. The permission is understood, because it comes from the special nature of the labour relation itself.

The members of the close family work for the employee, with whom they establish internal legal relation, which does not refer to the employer. It does not have to be formalized, although it can be. The regulations from the property (civil) relations of the family members refer to that relation. The employee is the only one in a legal relation with the employer.

However, I suppose that the employer may be interested in whether the members of the employee's close family are specialized and trained for the concrete work and whether they can produce a quality product or service to the same level as the employee himself/herself. The quality of the service should be guaranteed by the employee, no matter of who did it, he/she or a member from the close family. That is what the ordering party, the employer, is interested in.

By a member of the close family in the sense of performing the work off the employer's premises, at a home, is meant: the spouse; the children and their spouses; the parents; the employee's brothers and sisters and their spouses.

Protection of the environment

The employer may arrange activities off the business premises which are not dangerous or harmful to the health of the employee and other people and which do not threaten the environment. The labour inspector may prohibit the employer to organize teleworking if it is harmful to the employees who work at home or to the environment where the work is performed (article 51 from the Law on Labor Relations).

Difference between the employment contract for teleworking and temporary employment contract

1. The temporary employment contract is regulated by the Law on Obligations from 2001, with the articles 619-649. It obliges the performer of the work (undertaker, performer) to:

- do a particular work (production or correction of an object, or doing some physical or intellectual work etc.), and
- the ordering party is obliged to pay him/her compensation for the performed.

Thus, the temporary employment contract is not an employment contract, while the employment contract for teleworking is an employment contract.

2. Concluding the employment contract for teleworking the employer and the employee agree for the employee to perform the work in the scope of the employer's activity (but not always) or the work necessary for carrying out the employer's activity.

3. The employment contract for working off the employer's business premises includes **all elements of any employment contract**. However, it should also include elements which make this contract special and specific. **The temporary employment contract is not a labor relation.**

4. The temporary employment contract should consist of the elements for: quality of the material performer of the work (when they produce a product from their material), and they are obliged to distract the ordering party from the drawbacks of the material given by the ordering party which they noticed otherwise they will be responsible for the damage.

5. Additionally, there are differences between the reasons for terminating the temporary employment contract for which the provisions from the Law on Obligations are applied and the reasons for terminating the employment contract for teleworking, for which the provisions from the Law on Labour Relations are applied.

6. There are many similarities between these two contracts, for instance “if from the temporary employment contract or the nature of the work itself is not completed, the performer of the work is not obliged to do it personally”. The activities determined by the employment contract for teleworking-labour relation off the employer’s premises, are performed by the employee *on his/her own* or with the members of the close family, on behalf and for the account of the employer.

7. Regarding the determination and the payment of the compensation for the temporary employment contract it is determined with the contract, if there is not a compulsory tax, while at the employment contract the provisions for payment, extra payment and compensations from the Law on Labor Relations and collective agreements are applied.

8. The employment contract for teleworking terminates in the same way as the other types of the employment contracts:

- 1) with expiring the time for which it was concluded;
- 2) with employee or employer’s death;
- 3) because of the employer’s termination according to the law;
- 4) with mutual termination;
- 5) with a dismissal;
- 6) with a verdict; and
- 7) in other cases determined by law.

The temporary employment contract may be terminated due to:

- deviation from the agreed conditions (article 627 from the Law on Obligations);

- termination of the temporary employment contract before it expires (if the deadline is a crucial component of the contract), and the performer is late (article 628 from the Law on Obligations);

- termination of the temporary employment contract in a special case, when there is a down-sizing of the requirement for the amount of work done and which makes the work useless or is done against the contract conditions, the ordering party may terminate the contract without previously asking for removing the downsizing and may ask for reparation (article 638 from the Law on Obligations);

- termination of the contract for the sake of the ordering party. The ordering party has the right, until the the work is finished, to terminate the contract unilaterally when there is not any fault of the performer of the work. Still, in that case, he is obliged to pay the performer the agreed compensation, reduced for the amount of the expenses not made by the performer (article 648 from the Law on Obligations);

9. As a summary we conclude that:

- the temporary employment contract is not a labor relation;
- for this type of a contract the provisions from the Law on Obligations are applied, as a regulated and designated contract;
- the provisions for the rights to a labor relation do not apply to the temporary employment contract (payment, annual holiday, compulsory health insurance etc);
- the employment contract for teleworking is an employment contract as any other employment contract, with the included and elaborated specifics;
- from the employment contract for teleworking all the rights from labour relations derive, and all obligations, according to the law as well as to this specific employment contract.

BIBLIOGRAPHY

- Беловски, Војо. (2010). Видови на работен однос. *Стручно списание Правник*, XIX (219/20). 13-22-47-53. Скопје: Здружение на правници на Македонија. ISSN 1409-5238. [Belovski, Vojo. (2010). Vidovi na raboten odnos. *Strucno spisanie Pravnik*, XIX,(219/20). 13-22-47-53. Skopje: Zdruzenie na pravnici na Makedonija. ISSN 1409-5238].
- Беловски, Војо и Осман Кадриу (2011). *Коментар на Законот за работните односи*. Скопје: Компанија Д-р Беловски - Друштво за интелектуални услуги и менаџмент консалтинг. [Belovski, Vojo i Osman Kadriu (2011). *Komentar na Zakonot za rabotnite odnosi*. Skopje: Kompanija d-r Belovski – Drustvo za intelektualni uslugi I menadzment konsalting].
- Беловски, Војо. (2009). *Работни односи (Прирачник - Практична примена на прописите за работа на кадровските служби)*. Кочани: Новинско издавачко претпријатие "Стопански преглед". [Belovski, Vojo. (2009). *Rabotni odnosi (Priracnik – Prakticna primena na propisite za rabota na kadrovskite sluzbi)*. Novinsko izdavacko pretprijatie "Stopanski pregled"].
- Мајхошев, Андон и Војо Беловски (2012). *Трудово право – Скрипта (рецензирана)*. Универзитет „Гоце Делчев“ – Штип. [Majhosev, Andon i Vojo Belovski (2012). *Trudovo pravo – Skripta*. Univerzitet Goce Delcev–Stip].
- Ивошевич, Милан. (2008). *Узорци и практична упутства за успешну кадровску службу*. Форум медија д.о.о Београд. [Ivosevic, Milan. (2008). *Uzorci I prakticna uputstva za uspesnu kadrovsku sluzbu*. Forum medija d.o.o Beograd].
- Ристовски, Александар (2011). *Договор за вработување со вршење на работа дома и други алтернативни облици на засновање на работен однос и флексибилни форми на работа*. Деловно право, број 25, издавач Здружение на правниците на Република Македонија, страна 95 – 105. [Ristovski, Aleksandar. (2011). *Dogovor za vrabotuvajne so vrsejne na rabota doma. Drugi alternativni oblici na zasnovajne na raboten odnos I fleksibilni formi na rabota*. Delovno pravo, broj 25, izdavac Zdruzenie na pravnicite na Republika Makedonija, strana 95 – 105].
- Закон за работните односи (пречистен текст), Сл. весник на Р. Македонија, бр.54 од 15.04.2013 година. [Zakon za rabotnite odnosi (precisten tekst), Sl. Vesnik na R. Makedonija, br. 54 od 15.04.2013 godina].

Закон за облигационите односи, Службен весник на Р.М. бр. 18 од 2001 година (коментари, објаснувања, практика и предметен регистар), Д-р Кирил Чавдар, агенција „Академик“ – Скопје, 2011 година. [Zakon za obligacionite odnosi, Sluzben vesnik na R.M. br.18. od 2001 godina (komentari, objasnuvajna, praktika I predmeten registar), D-r Kiril Cavdar, agencija”Akademik” – Skopje, 2011 godina].

Appendix: Form
Employment contract for teleworking-labour relation out of the employer's premises

On the basis of the articles 1, 13, 14, 15, 50 and 51 from the Law on Labor Relations (Official Gazette of RM, num.62/05-refined text, Official Gazette of RM, num.54 from 15.04.2013 and article _____ from the Collective Contract (general, special on a level of branch or department and individual on the level of Employer), the **Employer** _____, located at _____, address _____, represented by _____ (in the further text: employer) and the **Employee** _____, from _____, address _____, with ID number _____ (in the further text: employee) on _____ (day) concluded the following

EMPLOYMENT CONTRACT
for teleworking-labor relation out of the employer's business premises

Article 1

The Employer and the Employee, with this contract, conclude a labor relation with teleworking off the Employer's business premises.

Article 2

This employment contract regulates the rights, obligations and the responsibilities from the labor relation between the Employer and the Employee which are established concluding the employment contract.

By signing this contract, a labor relation is established between the Employee and the Employer.

Article 3

The employment contract comes into force on _____ (day) with validity from _____ to _____ year.

Article 4

The rights, the obligations and the responsibilities on the basis of performing the work from the labor relation and the introduction in the compulsory health insurance (pension and disability insurance, health insurance and insurance in a case

of unemployment) are exercised as of the date of the employee begins engaging at work.

As of the date of engaging at work it is considered the following day after the date of the employment contract's concluding.

Article 5

The labour relation is based on **definite-indefinite period**.

Article 6

The Employee is beginning the work on _____ (day) _____ year.⁸

Article 7

The employee bases a labor relation with the Employer for the work place (*label of the work place*) _____ according to the work description in the Act for systematization of the Employer⁹, which was given to the Employee to preview it before signing the contract¹⁰.

The work from clause 1 from this article is to be performed _____ way of organizing the work.

Article 8

The Employee is going to perform the work from article 7 of this contract in the rooms _____ (facility, address) which he/she provides on his/her own and which are in accordance with the nature of the work and the ecological requirements for protection the living and working environment.

The conditions for performing the work are determined in accordance with the type, or the character of the work and the space, which are imposed by the

⁸"If the date for engaging at work is not determined in the employment contract, the following day after signing the employment contract is going to be considered as a date for work engaging, and the Employee is registered in the Employment Agency on the date of signing the employment contract" (article 13, clause 6 from the Law on Labor relations).

⁹The smaller employers (to 50 employees) are not obliged to determine the special conditions for performing the work on every individual work place with a specific act, but this obligation is compulsory to the other Employers (trading companies), (see article 19, clause 2 from the Law on Labor Relations).

¹⁰To state the working operations, products or services (producing products, collecting secondary raw materials, selling book, computer services etc).

technology and they must be provided with ecological, sanitary, and health measures of security.¹¹

Article 9

The Employee is going to publish the issues from article 7 of this agreement on his/her own (or with the members of his/her close family), on behalf and for account of the Employer.

The member of his/her close family is not in a legal relation with the Employer.

Article 10

The Employer is going to supervise the Employee's working and he/she must be set so that the necessary conditions are really provided and respected.

Article 11

The Employee has the right to compensation for using his/her own means at home (depending on the type and the character of the means, the intensity of their using, their longevity, the amortization rate and other elements on which the estimation of their using depends) in amount of _____ denars.

Alternative: The Employer works with the means _____ (to be stated precisely) which he/she deviates in terms of the Employer's work. The mode for using the means and the amount of compensation is _____ (as agreed).

(In both cases, thus, either in benefit to the employer or in benefit to the employee the amount of compensation for using the means is agreed according to who is their owner, and who is their user).

Article 12

The Employee has the right to compensation for the expenses which are expected to occur, for instance expenses for attests, packing, transport, distribution to the customers etc.

¹¹“The employer is obliged to provide safe conditions for protection during teleworking”
(article 50, clause 6 from the Law on Labor Relations)

“The labor inspector may prohibit the employer to organise teleworking, if the work is harmful to the employees performing it, or to the living and working environment”
(article 51 from the Law on Labor Relations)

Article 13

The Employee is informed for the risk of the work place, by stating the particular risks which according to the legal regulations may be a consequence from the work.

Article 14

The Employee is employed with full working time which takes 8 (eight) hours (or half work time).

The full working time is 40 (forty) hours a week.

The working week lasts 5 (five) working days.

The schedule for the working time is determined by the Employer in an agreement with the Employee.

The schedule for the working time is going to be performed according the nature or organization of the work and the users' needs.

The Employer is obliged to inform the Employee in a written form for the temporary reassignment of the working time at least one day in advance.

Article 15

The employer has the right to earning-payment, according to law, The General Collective Agreement for the private sector from the field of economy and the Collective Agreement on the level of an employer.

The payment consists of basic payment, given in money, part of the payment for working success and the fidgets, according to the General Collective Agreement for the private sector and the Collective Agreement on the level of an employer, for the proper work place.

The basic payment is _____ denars.

The employee is also paid part on the basis of business success of the Employer, according to and the Collective Agreement on the level of an employer (if it is predicted).

The payment is paid for periods which must not be longer than a month and at the latest 15 days after finishing the paid period.

The working success is determined by taking in consideration the household relationship, the quality and the size of the work.

Alternative:

The earning for the total work done is calculated by piece (by sic).

The employee's basic payment is determined depending on the conditions and the working hours, and is calculated monthly from _____ denars per one working hour.

Article 16

The basic payment of the Employee is increased by 0.5% for every year of service.

Article 17

The Employee has the right to an annual holiday lasting _____ working days.

The lasting of the annual holiday for the Employee is determined on the basis of criteria in accordance with article 40 from the General Collective Agreement for the private sector and the Collective Agreement on the level of an employer.

(An older employee, a disabled, employee with at least 60% handicap and an employee who raise a child with bodily or spiritual deficiency has the right to three more days of the annual holiday).

The Employee uses the annual holiday within the calendar year.

The annual holiday may be used in two parts; the first part must last at least 12 working days which must be given within the calendar year, and the rest till 30th June the next year.

The Employee has the right to use one day of the annual holiday on a day which he/she will choose, if it does not harm the labor relation seriously, and the Employer must be informed three days before the using.

Article 18

The Employee has the right to paid holiday due to personal and family occasions to 7 working days during the year in cases determined by law, article 42 from the General Collective Agreement for the private sector and the Collective Agreement on the level of an employer.

The Employee who is a blood donor has the right to absenteeism two following days for each blood donating.

In these cases, the absenteeism is provided and is used in the days of lasting on the basis on which is done, no matter of the requirements of the working process.

The Employee may be absent from work at the most 3 months without being paid in cases and conditions determined by article 43 from the General Collective Agreement for the private sector and the Collective Agreement on the level of an employer.

During the unpaid absence the Employee's rights and obligations from the labour relation are suspended.

Article 19

During the working and performing the working tasks for which the labor relation is based, the Employee is agreed and obliged to perform the obligations determined by the Law on Labor Relations, and other laws, the General Collective

Agreement for the private sector and the Collective Agreement on the level of an employer and other acts of the employer.

Article 20

By concluding this Employment contract the Employer is obliged to perform the obligations towards the Employee determined by the Law on Labour Relations, and other laws, the General Collective Agreement for the private sector and the Collective Agreement on the level of an employer and other acts of the employer.

Article 21

The Employee and the Employer are agreed and are obliged mutually to respect the competitive clause-contractual prohibition for competitive action, according to the Law on Labour Relations, and other laws, the General Collective Agreement for the private sector and the Collective Agreement on the level of an employer and other acts of the employer, after the termination of the labor relation.

Article 22

This employment contract terminates under conditions determined by the law on Labour Relation and the Collective agreement.

Article 23

The contracting parties have agreed upon applying the positive legislation provisions, the collective agreements and the acts on the level of the Employer for all rights, obligations and responsibilities not included in this Employment contract.

Article 24

The working conditions are determined by the following general acts on the Employer, which are available for the Employee:

Article 25

This contract is in 5 (five) identical samples, 2 (two) for the Employee and the rest for the Employer and they be kept in the Employer's business premises where the Employee works.

Place _____ 201__ year

Employee:

Employer:

MP

