

ALBANIA

Items	Regulations in force on 1 January 2015
1: Notification procedures in the case of individual dismissal of a worker with a regular contract	<p>Notice must be served in writing (Art. 144, Law No. 7961, Labour LC, (LC hereafter).</p> <p>Art. 144, LC: When the employer aims to terminate the contract of employment, he must offer to employee the opportunity to express himself/herself. The employee must be informed in writing at least 72 hours before the meeting, and during the meeting, the employer shall present to the employee the reasons concerning the decision. The outcome of the meeting needs to be submitted to the employee within a period of 48 hours or up to one week after the meeting.</p> <p>Art. 181(4), LC: In cases where employee is a representative of the trade union, the consent of this organisation is needed.</p>
2: Delay involved before notice can start	<p>Art. 143(3), LC: The deadline notice to terminate the contract shall be extended, depending on the case, until the end of the week or of the month.</p> <p>Calculation: 1 day for written notice + 3 days before the meeting (it is not a real warning) + 2 days after the meeting + average delay until the end of the month (assuming that most workers are paid by the month) 15 days = 21 days</p>
3: Length of notice period at different tenure durations (a)	<p>Art. 143 (1), LC: The notice deadline must be one month during the first year of work; two months for two up to five years of work; and three months for more than five years of work.</p> <p>Art. 143 (2), LC: These time limits may be changed by virtue of a written agreement or of a collective agreement. The deadline notice may not be shorter than 2 weeks, when the employee has been working for a period of up to 6 months. The deadline notice is not shorter than one month, when the employee has been working for a period longer six months.</p>
4: Severance pay at different tenure durations (a)	<p>Art. 145 (2), LC: The seniority-related compensation equals at least to the salary of 15 days of work for each complete working year, which is calculated on the bases of the wage existing at the end of the termination of labour relations. If the wage is changeable, the reward will be calculated on the average wage of the preceding year, and it will be indexed.</p>
5: Definition of unfair dismissal (b)	<p>Fair: Art. 153, LC: Cancellation is legitimate if there is a justified reason for cancellation which prevents continued work under the conditions from the employment contract.</p> <p>Unfair: Art 146/1, LC: Termination of contract is considered unfair when:</p> <ul style="list-style-type: none"> a. The employee has claims that result from the contract of employment; b. The employee has fulfilled a legal obligation; c. It is done for motives that are connected with the personality of the employee, but without legitimate ties with labour relations. Such motives can be race, colour, sex, age, marital status, family obligations, pregnancy, religion, political beliefs, nationality, and social status. d. It is done for reasons that are related to the employee's exercise of a constitutional right, which however does not lead to the violation of the obligations resulting from the contract of employment; e. It is done for motives that are related to the employee's being or not a member of Trade Unions created as defined by law, or because of his/her participation in Trade Union activities on the basis of law; <p>Art.147, LC: Termination of contract is considered unfair when:</p> <ul style="list-style-type: none"> - the employee is completing his/her military service - the employee receives benefits payment related to temporary disability or social insurance for a period not longer than one year, - the employee is on vacation given to him/her by the employer.
6: Length of trial period (c)	<p>Art. 142 and 150 of the LC: Probation can last a maximum of three months The probation period me be reduced or removed by means of a written agreement or a collective contract. During the probation period, each of the parties may terminate the contract by informing the other party about its decision at least 5 days in advance.</p>

7: Compensation following unfair dismissal (d)	Art 146 (3) and 155 (3) of the LC: The employer who has terminated the contract for unreasonable causes is obliged to pay the employee a damage that may amount up to the wage of one year, which is added to the wage he/she must receive during the notice deadline.
8: Reinstatement option for the employee following unfair dismissal (b)	Art. 146 (3) and 155 (3) of the LC: As concerns the employers of the Public Administration, where there is an irrevocable court decision on returning to the same workplace, the employer is obliged to execute this decision.
9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)	Art. 146 (2), LC: If the contract is terminated for no reasonable cause, the employee will have the right to sue the employer at the court within 180 days, starting from the day on which the notice deadline has expired. In the case where the abusive motive has been discovered after the expiration of this deadline, the employee should start legal actions within 30 days, starting from the day on which this motive has been discovered.
10: Valid cases for use of standard fixed term contracts	Art. 140 (2), LC: Entering into a contract of employment for a defined duration must be justified through objective reasons, which are connected with the temporary nature of the assignment that the employee will be charged with.
11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)	When the parties have been bound on one or more successive contracts of defined duration for not less than three years, these are called "long duration contract", but there are no precise limits set.
12: Maximum cumulated duration of successive standard FTCs	Art. 151 (1), LC: 3 years, except for the first contract which can be longer.
13: Types of work for which temporary work agency (TWA) employment is legal	There are no provisions about TWA in the Albanian labour law.
14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)	not available
15: Maximum cumulated duration of TWA assignments (f)	not available
16: Does the set-up of a TWA require authorisation or reporting obligations?	not available
17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?	not available
18: Definition of collective dismissal (b)	Art. 148, LC: The collective dismissal from work will be considered to be the termination of labour relations by the employer for reasons that have not to do with the employees, when the number of dismissals within 90 days is at least 10 for the enterprises employing up to 100 employees; 15 for the enterprises employing 100-200 employees; 20 for the enterprises employing 200-300 employees; and 30 for the enterprises employing more than 300 employees.
19: Additional notification requirements in cases of collective dismissal (g)	There is an obligation to inform and consult with the employee organization recognized as the representative of the employees. In absence of this, the employer informs his/her employee through advertisements provided at the workplace, which can be easily seen. The employer must send a copy of notification at the Ministry of Labour.

<p>20: Additional delays involved in cases of collective dismissal (h)</p>	<p>Art. 148 (1-5), LC: When the employer plans to execute collective dismissals, he/she is obliged to inform the employees organization recognized as the representative of the employees in writing. In absence of this, the employer informs his/her employee through advertisements provided at the workplace.</p> <p>The notification of the plan to execute collective dismissals must contain the reasons of dismissal from work, the number of the employees to be dismissed, the number of the employees normally employed, as well as the time during which it is planned to execute these dismissals. The employer submits a copy of this notification to the Ministry of Labour and Social Affairs. The employer makes consultations with the employees' organization, recognized as the representative of the employees, for the purpose of reaching an agreement. In absence of this, the employer gives the opportunity to the employees to participate in the consultations. They are made in order to take measures to avoid or reduce the collective dismissals from work and to soften their consequences. The consultations are made within 20 days, starting on the day of notification. The employer informs in writing the Ministry of Labour concerning the completion of the consultations. He/she sends a copy of this notification to the concerned party. If the parties have failed to agree, the Ministry of Labour helps them to reach an agreement within 20 days, starting from the day of notice. After the termination of the twenty-day deadline, the employer informs the employees to be dismissed about the termination of the contract, respecting the notice deadlines as defined by Article 143</p> <p><u>Calculation:</u> Average with and without agreement $(40+20)/2=30$ days, +1 day for informing workers and 15 days on average to reach the end of the month minus delays mentioned in item 2 (21 days) = 25 days</p>
<p>21: Other special costs to employers in case of collective dismissals (i)</p>	<p>Art. 148 (6), LC: The employer failing to respect the procedure of the collective dismissals from work as defined by LC is obliged to pay the employee indemnity which equals up to six months of salary compensation, and is added to the wage during the notice period, or to the damage compensation, which is received in the case where this deadline fails to be respected as defined in Article 143.</p>

Legend: d: days; w: weeks; m: months; y: years. For example "1m < 3y" means "1 month of notice (or severance) pay is required when length of service is below 3 years".

Notes:

- a) Three tenure durations (9 months, 4 years, 20 years). Case of a regular employee with tenure beyond any trial period, dismissed on personal grounds or economic redundancy, but without fault (where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment). Averages are taken where different situations apply – e.g. blue collar and white collar; dismissals for personal reasons and for redundancy.
- b) Based also on case law, if court practice tends to be more (or less) restrictive than what specified in legislation.
- c) Initial period within which regular contracts are not fully covered by employment protection provisions and unfair dismissal claims cannot usually be made.
- d) Typical compensation at 20 years of tenure, including back pay and other compensation (e.g. for future lost earnings in lieu of reinstatement or psychological injury), but excluding ordinary severance pay and pay in lieu of notice. Where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment and that a court case takes 6 months on average. Description based also on case law.
- e) Maximum time period after dismissal up to which an unfair dismissal claim can be made.
- f) Description based on both regulations on number and duration of the contract(s) between the temporary work agency and the employee and regulations on the number and duration of the assignment(s) with the same user firm.
- g) Notification requirements to works councils (or employee representatives), and to government authorities such as public employment offices. Only requirements on top of those requirements applying to individual redundancy dismissal count for the OECD EPL indicators (cf. Item 1).
- h) Additional delays and notice periods in the case of collective dismissal (only delays on top of those required for individual dismissals – as reported in Items 2 and 3 – count for the OECD EPL indicators).
- i) This refers to whether there are additional severance pay requirements and whether social compensation plans (detailing measures of reemployment, retraining, outplacement, etc.) are obligatory or common practice.