

KOSOVO

Items	Regulations in force on 1 January 2014
1: Notification procedures in the case of individual dismissal of a worker with a regular contract	<p>Before terminating the contract, the employer must notify the employee in writing regarding the reason of termination (Art. 72 Labour Law (Ligjit te Punes nr.03/L-212, hereafter LP).</p> <p>In case of termination of the employment contract, the employer must hold a meeting with the employee, who may be accompanied by a trade union representative if need be. (Article 70, paragraph 3 LP)</p> <p>Calculation: 1.5 because the union will de facto be informed if the employee wishes its assistance.</p>
2: Delay involved before notice can start	<p>Art. 72 Labour Law (as for item 1)</p> <p>Calculation: 1 day for inviting to the meeting, one day for meeting and one day for letter = 3 days</p>
3: Length of notice period at different tenure durations (a)	<p>The employer may terminate the employment contract under Article 70 (law of labor) in these intervals of notification:</p> <p>1.1. of six (6) months to two (2) years of employment, thirty (30) calendar days; 1.2. of two (2) to ten (10) years of employment, forty-five (45) days; 1.3. ten (10) years of employment, sixty (60) calendar days.</p>
4: Severance pay at different tenure durations (a)	No severance pay for individual dismissals
5: Definition of unfair dismissal (b)	<p>(Art. 70 Labour law)</p> <p>An employer may terminate the employment contract of an employee with the prescribed period of notice of cancellation, when:</p> <p>1.1. Such termination is justified for economic, technical or organizational reasons; 1.2. The employee is no longer able to perform the job. 1.3. The employer may terminate the employment contract in the circumstances specified in sub-paragraph 1.1 and 1.2 of this paragraph, if, it is impracticable for the employer to transfer the employee to other employment or to train or qualify the employee to perform the job or other jobs. 1.4. An employer may terminate the employment contract of an employee with providing the period of notice of termination required, in: 1.4.1. serious cases of misconduct of the employee; and 1.4.2. because of dissatisfactory performance</p>
6: Length of trial period (c)	Probation can last no more than six (6) months. During the probationary period, the employer and the employee may terminate the employment contract with a prior notice of seven (7) days. (Article 15 LP).
7: Compensation following unfair dismissal (d)	If the court finds that the employer's termination of the employment contract is unlawful according to the provisions of Labour Law, the collective agreement or the employment contract, it shall order the employer to pay the employee compensation, in addition to any allowance and other amounts to which the employee may be entitled to, in such an amount that the court considers just and equitable, but which shall not be less than twice the value of any severance payment to which the employee was entitled at the time of dismissal.;
8: Reinstatement option for the employee following unfair dismissal (b)	In cases where the dismissal is deemed unlawful under Article 5 (which establishes protection against discrimination), the court may reinstate the employee in his or her previous employment and orders compensation of all salaries and other benefits lost during the time of unlawful dismissal from work. (Article 80 of the LP)
9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)	An employee considering that the employer has violated labour rights may submit a request to the employer or relevant bodies of the employer, if they exist, for the exercise of rights violated (Art. 78 para 1 Labour law). Any employee who is not satisfied with the decision which she believes are violated his rights, or fails to receive a reply within 15 days from the Labour Inspectorate (Article 78 paragraph 2 of the LP), within the next thirty (30) days, may initiate labor dispute in the competent court. (Article 79 of the LP).
10: Valid cases for use of standard fixed term contracts	<p>Work contracts under LP, may be of indefinite term, fixed term term, or specific tasks and duties.</p> <p>The Collective Contract and the Employer's Internal Act define the cases of establishment of employment relationship with the employee for definite task and period of time in accordance with Labour Law. (Article 10, LP)</p>
11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)	There is no information on the maximum number of successive FTC.

12: Maximum cumulated duration of successive standard FTCs	A contract for a fixed period may not be concluded for a cumulative period of more than ten (10) years. A contract for a fixed period of time that is expressly or tacitly renewed for a continued period of employment of more than ten (10) years shall be deemed to be a contract for an indefinite period of time. A contract for a specified task may not be longer than one hundred and twenty (120) days within a year (Art. 10 LP).
13: Types of work for which temporary work agency (TWA) employment is legal	Kosovo has not adjusted employment legislation concerning temporary employment agencies yet.
14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)	not applicable
15: Maximum cumulated duration of TWA assignments (f)	not applicable
16: Does the set-up of a TWA require authorisation or reporting obligations?	not applicable
17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?	not applicable
18: Definition of collective dismissal (b)	Cases where dismissals, include at least ten percent (10%) of the employees but no less than twenty (20) employees discharged within a six (6) month period, shall be considered as collective dismissal. (Article 76 paragraph 1 of the LP)
19: Additional notification requirements in cases of collective dismissal (g)	Prior to undertaking collective dismissals, an employer shall notify its employees and, where applicable, the employees' trade union(s) one month in advance in writing of the changes planned and their implications. The employer shall notify in writing the Employment Office about removing of employees from work, so EO be able to provide assistance to them to find other employment. (Article 76, LP). The trade union (Article 76, 3) and the Employment Office (Article 76, 5) need to be notified.
20: Additional delays involved in cases of collective dismissal (h)	Prior to undertaking collective dismissals, an employer shall notify its employees and, where applicable, the employees' trade union(s) one month in advance in writing of the changes planned and their implications. Once this requirement is completed, the employer may terminate the employment of employees by serving individual notice period as prescribed in Item 1. Calculation 30 days minus delay in Item 2-1= 28 days
21: Other special costs to employers in case of collective dismissals (i)	The severance payment shall be paid to the employees with indefinite period contract on the date of termination at the following scale: 7.1. from two (2) to four (4) years of service, one (1) monthly salary; 7.2. from five (5) to nine (9) years of service, two (2) monthly salary; 7.3. from ten (10) to nineteen (19) years of service, three (3) monthly salary; 7.4. from twenty (20) to twenty-nine (29) years of service, six (6) monthly salary; and 7.5. from thirty (30) years of service or more, seven (7) monthly salary; 8. If, within a period of one (1) year from the termination of the employment contract, the employer shall not hire other persons – with the same qualifications or training - before offering to hire the employees whose contracts have been terminated. (Article 76, paragraph 7 and 8 of the LP).

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.