CONFERENCE PROCEEDINGS

EL, Austria, Macedonia and Serbia

Conditions, dilemmas and challenges in the laws of the

EMPLOYEES:
THEIR CONSEQUENCES IN RELATION TO
RESTRUCTURING OF COMPANIES AND

FACULTY OF LAW «INSTINJANS PRIMUS»

OECD
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Conditions, dilemmas and challenges in the Laws of the EU, Austria, Macedonia and Serbia

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Labour Act (OJRS, no. 24/05, 61/05, 54/09, 32/13, 75/14, 13/17, 113/17)

Act on Peaceful Settlement of Labour Disputes (OJRS, no. 125/04, 104/09, 50/18)

**List of abbreviations**

CLLPJ - Comparative Labour Law & Policy Journal

DD - Delave i delodajalci

DS - Droit social

ETS - European Treaty Series

ILJ - Industrial Law Journal

OJRS – Official Journal of the Republic of Serbia

RDCTSS - Revue de droit comparé du travail et de la sécurité sociale

RIRES - Revue de l’IRES

SLLERJ - Spanish Labour Law and Employment Relations Journal

ZRPFNS - Zbornik radova Pravnog fakulteta u Novom Sadu

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**COLLECTIVE REDUNDANCIES AND THEIR CONSEQUENCES IN RELATION TO EMPLOYEES’ RIGHTS – ‘CRITICAL POINTS’ IN THE ALIGNMENT BETWEEN THE MACEDONIAN AND THE EU LABOUR LAW**

A. *Introduction*

*The Paper was received on 22.10.2018*  
*It was reviewed and accepted for publication*

In the contemporary labour law system of the Republic of Macedonia, the issue of collective redundancies is regulated by the Law on Labour Relations of 2005¹ (which is still in force). The term ‘collective redundancies’ itself, has been introduced for the first time by the amendments to the Law on Labour Relations from 2010.²

The frequent changes to the legal provisions which regulate the issue of collective redundancies are the result of certain ‘internal’ and ‘external’ reasons.³ The internal reasons stem from the need to mitigate the negative consequences of the collective redundancies on workers. Such consequences have been affecting Macedonian workers since the independence of the country (in 1991), while they had their strongest impact in the so-called phase of ‘transition’ and ‘privatization of the social capital’ in the nineties of the last century. The external reasons for continuous changes in the regulation of the

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¹ The title of the legal provision regulating the issue of collective redundancies within the Original text of the Law on Labour Relations dated 2005 is ‘Notification obligations in case of termination of employment of larger number of workers due to business reasons’. See: Law on Labour Relations, Official Gazette of the Republic of Macedonia, no.62/05, Article 95.

² The current title of the legal provision regulating the issue of collective redundancies pursuant to the Law on amending and supplementing of the Law on Labour Relations, Official Gazette of the Republic of Macedonia, no.124/10, is ‘Information and consultation about collective redundancies due to business reasons’.

³ Васил Мрчев, Крстимир Средкова и Атанас Василев, Коментар на Кодекса на труда, (12 издание, 2016), 414.
In the context, our local municipal law, the LTO's interpretation of Sections 17 and 18 of the law on labor relations is governed by the law on labor relations. Any violation of the law on labor relations, as defined by the LTO, may lead to legal consequences.

Implementation of collective agreements depends on the scope of collective agreements – factors (WAP) B. Definition and scope of collective agreements – factors (WAP)

According to the law on labor relations, collective agreements are essentially about the mutual agreement between the parties involved, which is subject to certain conditions. The law on labor relations, as interpreted by the LTO, defines the collective agreements as those agreements that are subject to legal consequences.

In the context of the labor market, the LTO has interpreted the law on labor relations in a way that emphasizes the need for cooperation between the parties involved. The LTO's interpretation of the law on labor relations includes the need for cooperation between the parties involved, which includes the collective agreements.

In the context of the labor market, the LTO's interpretation of the law on labor relations is governed by the law on labor relations. Any violation of the law on labor relations, as defined by the LTO, may lead to legal consequences.
and in the event of each termination of employment. On the other hand, the legal grounds (reasons) upon which the collective redundancies within the EU Directive are based, should meet the following conditions: to derive, i.e. to be established by the initiative of the employer and not to refer to the individual worker himself/herself.

On the basis of the definition of collective redundancies as regulated by the Law on Labour Relations, we come out with two different interpretations regarding the scope of the collective redundancies. Such interpretations are: the broader (sensu latu) or grammatical interpretation and the narrower (strictu sensu) interpretation.

The broader (sensu latu) interpretation of the scope of collective redundancies, implicitly entails all the forms of termination of employment contracts. It refers to a possible extension of the ways and legal grounds for termination of the employment relationship that can be subsumed under the collective redundancy. If all the forms of termination of the employment contracts are calculated in the number of redundancies, then this would mean that even terminations which are inherent to the individual worker concerned shall be considered as redundancies as well (for example: termination due to the death of the employee; dismissals due to capacity or conduct related reasons, etc). Such an interpretation is inadequate and contrary to the provisions and the spirit of the Directive 98/59/EC on collective redundancies.

Unlike the broader (sensu latu) interpretation of the scope of collective redundancies which refers to "any termination of the employment relationship", the narrower (sensu strictu) interpretation limits the scope of collective redundancies at precisely defined ways (cases) of termination of employment relationships. On the basis of this interpretation, the Law on Labour Relations refers to the "decision on termination of employment due to business reasons" as the only way to terminate the validity of the employment contract that could be subsumed under the collective redundancy.

The occurrence of the "decision, i.e. notice of termination due to business reasons" as a single way of termination that can be equated to collective redundancy is in contrary to the provisions and the spirit of the Council Directive 98/59/EC which takes a broader (more extensive) approach. This means that the EU labour law establishes a Community concept of collective dismissals which is autonomous and uniform, and it cannot be derogated by the different national legislations of the EU member-states. According to this concept, collective redundancies cannot be restricted only to redundancies for structural, technological or cyclical reasons and they have to comprise the dismissals for any reason not related to individual workers concerned. In fact, collective redundancies should comprise any termination of contract of employment not sought by the worker and therefore without his consent, but at the same time, it is not necessary that the underlying reasons should reflect the will of the employer.

De lege ferenda, under "collective redundancy", Macedonian labour legislation should envisage all the ways of termination of employment contracts that are not related to the individual workers concerned and that are initiated by the employer, including the termination of the fixed-term employment contracts where such a termination takes place prior to the date of expiry or the completion of such contracts. It should also be borne in mind that there should be at least 5 employees of the total number of "surplus" workers

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10 Law on Labour Relations, Art 95.
12 See Law on Labour Relations, Art 71, para 2.
14 Ibidem.
15 Such an interpretation derives from the ruling of the European Court of Justice in the case 'European Commission v Republic of Portugal' (C-55/02, Judgement dated 12.10.2004, Rec.32), where the Court extends the scope of the collective redundancies to other cases (ways) of termination of employment based on specific 'external' circumstances, which are independent from the will or the initiative of the employer. Such other cases are those due to employer's insolvency, expropriation, fire or other cases of force majeure, as well as the cases of termination of undertakings' activities due to the death of the employer-natural person.
C. Employees' participation in the event of collective redundancies

In businesses exceeding 25 employees, the employer must consult with employees on any plans for collective redundancies. This consultation is required at least 3 months before the redundancy takes place. The consultation involves discussing the reasons for the redundancies, the details of the redundancies, and the measures to be taken to support those affected. The consultation should also include information on the financial implications for employees, the possible effects on the business, and any measures to mitigate the impact. The employer must ensure that the consultation is conducted in a manner that encourages open dialogue and respects the views of all employees. The consultation must be documented in writing, and minutes of the meeting must be kept for at least 2 years.
of participation prior to the commencement of the collective redundancy. Such a position is aligned with the stance of the European Court of Justice taken in the European Commission v United Kingdom case, where the Court states that ‘it is no longer possible that there are no workers’ representatives in the event where a Member State would not have an overall system of workers’ representation’.21 Regardless of the fact that Council Directive 98/59/EC does not provide for a specific mechanism for the election of workers’ representatives, EU member-states are obliged to take all the necessary measures in order to ensure the information and consultation of the workers, by setting the manner of election of their representatives who will participate in the collective redundancy procedures.22 In that regard, the Macedonian labour legislation de lege ferenda must determine a proper legal regime for participation of workers in the decision-making processes at the employers on the basis of which it will systematically regulate the selection and competencies of workers’ representatives as well as their relations with other representative bodies of workers (i.e. trade unions).

I. The informing of employees’ representatives in the event of collective redundancies

The informing of employees’ representatives, is an initial phase within a broader procedure of participation of workers when carrying out the collective redundancy. It must be carried out upfront, before the beginning of the consultations, and in any case before adopting the decision for collective redundancy.23 This phase, consists of ... providing by the employer to the employees’ representatives with all relevant information before the beginning of the consultations...24

21 See European Commission v United Kingdom (C-382/92).
22 Roger Blanpain, (n.13), 750.
23 Васил Марков, (n.11), 643.
24 See Law on Labour Relations, Art 95, para 2.

There is a misalignment between the Macedonian labour legislation and the EU Directive 98/59/EC in relation to the contents that make the information, and then the consultation of the employees, since the Law on Labour Relations does not impose obligation to the employer to inform the employees’ representatives on a very important issue such as the issue of the criteria for the selection of the workers to be made redundant. The determination of the selection criteria, aims to objectify the process of selection of workers whose employment contracts shall be terminated or safeguarded. For the largest part of its validity, the current Law on Labour Relations of 2005 has not ‘touched’ upon the issues related to selection of employees in the events of dismissals due to business reasons, including the cases of collective redundancies.25 The legal void has been settled in practice by the competent courts. Referring to the international labour standards (the ILO Convention on Termination of Employment No.158, and especially the ILO Recommendation on Termination of Employment No.166), the Courts oblige the employer in the event of dismissal due to business reasons, to determine certain criteria in advance (prior to the dismissal) for the selection of employees whose employment relationship shall be terminated.26 In the event that collective agreements which provide for criteria for selection of the employees are not applicable to the employer, he/she shall be obliged to determine, prior to the commencement of the procedure for termination of the employment contracts due to business reasons, certain criteria and measures with an internal Act, as well as to apply such criteria and measures.27

The latest Law on amending and supplementing the Law on Employment Relations from 29th July, 2018 stipulates the following selection criteria in terms of dismissal due to business reasons: the criteria arising from the needs

25 The latest Law on amending and supplementing the LLIR, from 29.06.2018 (Official Gazette of the Republic of Macedonia, no.120/2018) introduces a new provision that sets certain selection criteria (Art.7). In any case, we note that the provision is vague and unclear from a terminological point of view.
26 See Decision of the Basic Court in Tetovo, ПО. бр. 42/2013 from 03.07.2013 го.
27 Теофил Томанов и Васко Томанов, Договор за работа, (2011), 111.
The Law on Labour Relations determines the general time frame for the consultation process. If the employer and the employees agree to the consultation, the collective redundancies will involve discussion and negotiations. If there is disagreement, a decision must be reached by the employees. The consultation may involve the employees, representatives, or both. The consultation may be before, during, or after the redundancies are decided.

Collective redundancies involve consultation with the employees, representatives, or both. The consultation may be before, during, or after the redundancies are decided.
representatives as parties participating in this procedure. The consultations should start with a written notification submitted by the employer, which necessarily contains the relevant information provided by law and which forms the basis for the consultation (submission of opinions and suggestions) from the employees’ representative. Usually, the written notification and the information specified in it, in practice, are contained in the so-called “draft program for fostering the redundant employees”. However, the Macedonian labour legislation does not determine the existence of such a “program” as an act of the employer for the care of workers covered by the collective redundancy, nor does it determine its contents. Furthermore, the degree of involvement of the parties in the consultation procedure remains unclear, i.e. whether the consultations will be reduced to a simple exchange of opinions or will include a more in-depth form of dialogue between the parties for the purpose to reduce or mitigate the negative consequences of the collective redundancies. In addition to fulfillment of its goal, consultations should arise from the will of both parties to put an effort in order to reach an agreement (settlement). This applies in particular to the employer who needs to demonstrate goodwill, readiness and determination to finding a mutually acceptable solution even if at the end no agreement is reached. All this leads to the conclusion that consultations in terms of collective redundancies should be treated as a form of a dialogue which is very close to collective bargaining.

III. Notifying the public authorities for the planned collective redundancy

The legal regime of collective redundancy in Macedonia is completed with the obligation of employers to notify the public authorities about the planned collective redundancies. Through the notification procedure, the collective redundancies and their consequences are taken “outside of the company boarders” because they have a wider social impact, tangling a wider range of subjects. In this process, the role of the public authority (which in the case of Macedonia is the Service responsible for employment intermediation, i.e. the Employment Service Agency of the Republic of Macedonia) is set to three broader competencies and activities such as: the competence of getting informed about the planned collective redundancies by the employer, the competence of determining the time period for which notices of termination covered by the collective redundancies will not have a legal effect and the activity of searching for solutions to the problems and consequences arising from the planned collective redundancies. Through these three groups of competencies and activities, we analyze the compliance of the Macedonian labour legislation with the Directive 98/59/EC.

The Law on Labour Relations determines an “obligation for the employer after the completion of the consultations with the employees' representative to notify in writing the service responsible for employment intermediation”... In the same provision, the law determines that “the notification contains all relevant information regarding the planned collective redundancies and consultations with the employees’ representatives”. In this part, the Macedonian labour legislation is complementary with the contents, but also with the spirit of the Directive 98/59/EC, which presumes first, the completion of the consultation procedure, and then the adoption of notices of termination of the employment relationship of employees covered by the collective redundancy. Such interpretation arises from the Junk v Küehnel (C-188/03) case, where the European Court of Justice states that “the notification of public authorities must follow the completion of the consultation procedure, while the dismissals can be made only after the completion of the notification

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34 商務代表, (p.11), 643.
35 Teofila Tomovska and Vasile Tomovski, (p.27), 98.
36 Васил Мръчков, Красимира Средкова и Атанас Василев, (p.3), 417.
37 Roger Blanpain, (p.13), 750.
38 Васил Мръчков, (p.11), 644.
39 Roger Blanpain, (n.13), 751.
40 See Law on Labour Relations, Art 95, para 6.
The adoption of a decision by the competent authority will result in the amendment of the collective redundancy process in the event of a dispute on its implementation. It will lead to the amendment of the collective redundancy process in the event of a dispute on its implementation. The amendment of the collective redundancy process in the event of a dispute on its implementation will be needed.

In practice, these are options in which the violation of the obligations of the employer to inform, consult and involve the employees in the decision-making process is the provision that entails the unreasonable interference of the employer in the rights of the employees. The right to be consulted by the employer regarding the decision to implement the amendment and information procedure is the provision that entails the unreasonable interference of the employer in the rights of the employees. The right to be consulted by the employer regarding the decision to implement the amendment and information procedure is the provision that entails the unreasonable interference of the employer in the rights of the employees.

In the decision, the obligation to ensure the rights of the employees in the event of a dispute on its implementation will be enforced. In the decision, the obligation to ensure the rights of the employees in the event of a dispute on its implementation will be enforced.

Annex 4 to the Collective Redundancy Act 1999

Section 20.7.1 of the Act of Employment and Insurance of Employees.

Section 20.7.2 of the Act of Employment and Insurance of Employees.

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E. Conclusion

In times of changing economic circumstances, global aspiration for greater competitiveness of employers and increased flexibility and deregulation of the labour markets, employees face serious challenges in the protection of their labour rights in the event of collective redundancies.

Collective redundancies form an essential part of the legal regulations of the Republic of Macedonia that cover the termination of employment contracts by dismissals. The initial impression after the comparative analysis between Council Directive 98/59/EC and the legal regime of collective redundancies in Macedonian labour legislation are ‘in favor’ of a successful and comprehensive harmonization of Macedonian labour law with the EU law. Yet, if an in-depth observation of the legal provisions in the Law on Labour Relations is conducted and if a more profound cross-section of Macedonian labour law system is carried out, one can conclude that the legal regime of collective redundancies is far from a clear and coherent whole which entirely corresponds to the contents and meaning of the EU regulations on collective redundancies and their consequences in relation to workers.

This general conclusion is rooted in several individual segments of the collective redundancy, such as: the definition and scope of ‘collective redundancies’, the material and formal aspects relating to the procedure for informing and consulting employees’ representatives, the material and formal aspects concerning the notification of the public authorities and the legal consequences resulting from the breach of the obligations to inform, consult and notify in the event of collective redundancies.

Bibliography

Васил Мръчков, Трудово право, (Сиби, 9 издание, 2015);
Васил Мръчков, Красимира Средкова and Атанас Василев, Коментар на Кодекса на труда, (Сиби, 12 издание, 2016);
Domagoj Franjo Frantić, Iris Gović Pentić, Darije Hanzelak, Darko Milković, Nataša Novaković and Krešimir Režman, Detaljni Komentar Zakona o Radu, (Biblioteka Radno Pravo, 2017);
Гзиме Старова, Трудово Право, (Просветно Дело А.Д Скопје, 2008);
Iris Gović, Dušanka Marinković Drača and Darko Milković, Zakon o Radu - komentar, sudsko praks i ogleđni primjeri, (Zagreb, 2010).
Ivica Crnčić, Irena Cvitanović, Viktor Gotovac, Gašpar Lukčić, Darko Milković, Ilija Tadić, Marija Zuber, Inga Zic, (Veliki Komentar Novog Zakona o Radu, 2010);
Јубинка Ковачевић, Ваљан разлоги за отказ уговора о раду, (Универзитет у Београду, Правни факултет, 2016);
Roger Blanpain, European Labour Law (Thirteenth Revised Version, 2012);
In the process, the company that takes over the other is still not extracting and one new company is established. The process of their liquidation, along with any assets that are not extracted to the existing company and they are not extracted without the involvement of the two companies in a way in which all assets and residual obligations are managed in a process in which two or more trade companies are消灭ing the process the company that takes over the other is still...

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A. STABLE CHANGES IN THE TRADE COMPANIES

CHANGES OF THE EMPLOYEES

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CONTRACT

RETIREMENT OFFER OR ANY CHANGED EMPLOYMENT INTERESTS OF THE LAW OR LAW ON THE WORKERS' RIGHTS WITH A CONTRACT UNDER THE INFLUENCE OF THE STABLE CHANGES IN TRADE COMPANIES

I. Change in the Basic Contract - Bogdan Viskoski