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Common EU rules on the protection of social security rights for persons residing in another country Member of EU

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General principles:

Nationals of a Member State, stateless persons and refugees residing in a Member State are provided with the same benefits and be subject to the same obligations as nationals of that Member State.

People who provide training are equated to workers using the same social security rights (European Court of Justice, Case C3-90).

Profits and income received in one Member State are recognized in another Member State.

Facts and events occurring in one Member State are equivalent to those occurring in the competent State. The institution from one Member State which is in need of financial assistance or income shall take into account periods of insurance, employment, self-employment or residence implemented out under the legislation of any other Member State.

The general rules of the EU Regulation apply to:

(a) sickness cash benefits

(b) maternity and paternity benefits utilized

(c) disability benefits

(d) old-age cash benefits

(e) survivors' pensions

(f) cash benefits in the event of accidents at work and occupational diseases

(g) death benefits

h) unemployment benefits

(i) pre-retirement cash benefits

(j) family cash benefits

Applicable law, rules:

(a) A person pursuing an activity as an employee or self-employed person or receiving unemployment assistance in a Member State shall be subject to the law of that Member State.

(b) The seconded person by the employer of one Member State shall be subject to the legislation of that Member State provided that: (i) the duration of the activity does not exceed 24 months and (ii) it does not replace another seconded person. The same rule applies to independent activities.

(c) A person pursuing activities in at least two Member States is subject to the legislation of:

1. The State of residence, if it conducts a substantial part of the activity in that State or is employed by more than two employers, neither of which is domiciled in the State of residence;
2. The country where the employer has his or her registered office if it is not the country of residence.

(d) A person who is subject to compulsory insurance in one Member State may not be subject to a system of voluntary or supplementary insurance in another country, unless he/she has previously been subject to the laws of that country and the cumulation of rules permits in the respective country.

(e) If there is an option to choose from several continuing voluntary or supplementary schemes, the person concerned may be admitted only with the scheme of his choice.

- Directive 2003/41 / EC - Art. 20

Without prejudice to the provisions of national social and labor law concerning the organization of pension schemes, including mandatory membership and the provisions arising from collective agreements, Member States allow undertakings established in their territory to use the services of institutions providing professional services pensions authorized in other Member States countries.

For more information: HERE

- Directive 89/391 / EEC for introduction of measures to encourage improvements in the safety and health of workers at work

The employer undertakes to take the necessary measures to protect the safety and health of workers.

The employer must take the necessary measures to provide first aid, firefighting and evacuation of employees, these measures must be appropriate to the nature of the activities and the size of the undertaking or establishment and which take into account the presence of others.

For more information: HERE

- Directive 2014/54 / EU

Each Member State must indicate institutions to promote, analyze, monitor and support equal treatment for all EU workers and their families, without discrimination on grounds of nationality, without unjustified restrictions or obstacles to their right to free movement, and adopt the necessary provisions for the proper functioning of these institutions.

Source of information: EC Regulation 883/2004, Directive 2003/41 / EC, Directive 89/391 / EEC, Directive 2014/54 / EU

For more information: HERE

Specific rights and entitlements for social and health insurance

Specific rights and entitlements for social and health insurance, entitlement to a pension (disability and old-age), entitlement to sick leave, entitlement to unemployment benefits, entitlement to child-raising allowance, occupational accidents and occupational diseases, social security benefits in the following situations:

• The person in question works in another EU Member State without / with change of domicile (cross-border workers);

• When the employee is sent to work in another EU Member State;

• During residency and job search; during a training course;

Compensation for occupational accident and occupational disease
A person who has had an accident at work or is suffering from an occupational disease and who resides in a Member State other than the competent Member State benefits in kind benefits specifically provided on behalf of the competent institution by the institution of the place of residence. The competent institution may not refuse to grant treatment authorization in another Member State to an insured person who has suffered an occupational accident or is suffering from an occupational disease and who is entitled to benefits from the institution concerned if he or she cannot provide appropriate treatment for his or her the health status of the Member State in whose territory he resides, within a reasonably medically determined period, taking into account his current state of health and the likely development of the treatment of the disease.

The competent institution of a Member State whose legislation provides for the cost of transporting the victim of an occupational accident or a person suffering from an occupational disease to his / her place of residence or to a hospital institution shall bear these costs to the appropriate place located in the other Member State in which the person resides, in so far as the institution concerned has authorized the transport in advance, taking into account the elements justifying it. This authorization is not required in the case of a cross-border worker.

The competent institution of a Member State whose legislation provides for the cost of transporting the carcass of a person who has died in an accident, at the place of funeral shall bear those costs to the appropriate place in the other Member State in which the deceased resided at the time of the accident, in accordance with the applicable law.

If a person who has been diagnosed with an occupational disease by working in more than one country has pursued an activity which, by its very nature, may cause the disease in question, the benefits which the person or his heirs may claim are exclusively granted under the law of the last of the Member States whose conditions are fulfilled. In the case of an aggravation of an occupational disease, if the sick

person: (i) did not work, after receiving compensation in another country, an activity as an employee or as a self-employed person who could have caused or aggravated the illness in question, the competent institution from the first Member State, bear the cost of the benefit in accordance with the provisions of the legislation which it implements, taking into account the aggravation of the disease; (ii) if he has worked such an activity in another country, the competent institution of the first Member State shall bear the cost of the benefits without taking account of the aggravation of the disease. The institution of the second Member State shall provide a supplement to the person concerned whose value is equal to the difference between the value of the benefits due after the disease has worsened and the value that would have been due before the deterioration, in accordance with the legislation which it applies if the disease in question is triggered according to the legislation of the Member State concerned.

Unemployment assistance

The competent institution of a Member State whose law governs the acquisition, maintenance, reimbursement or period of entitlement to benefits with realization or periods of insurance or periods of employment or self-employed activity realized under the legislation of another Member State. The provision applies if the person concerned has completed, in the country concerned, insurance periods, periods of employment or periods of self-employed activity as soon as possible (if each is required by applicable law).

The competent institution of a Member State whose legislation provides for the calculation of benefits on the basis of the value of a salary or previous professional income shall take into account exclusively the salary or professional income received by the person concerned for his last activity as an employed or self-employed person pursued under the said legislation.

An unemployed person residing in a Member State other than the competent Member State receives unemployment assistance from the institution of the place of residence, which takes into account the salary or professional income received by the person concerned in the Member State whose legislation was applied during his last activity as an employed or self-employed person.

Calculation of unemployment benefits

The competent institution of a Member State whose legislation provides for the calculation of benefits on the basis of the value of a salary or previous professional income shall take into account exclusively the salary or professional income received by the person concerned for his last activity as an employed or self-employed person pursued under the said legislation.

For unemployed persons residing in another Member State, the institution of the place of residence shall take into account the salary or professional income received by the person concerned in the Member State whose legislation he applied during his last activity as an employed or self-employed person in accordance with the implementing Regulation.

Requests, applications and complaints
Any request, statement or complaint may be submitted to the authority, institution or jurisdiction of any Member State.

Source of information: EC Register 987/2009, Law No 277/2010, Law No 196/2016

European Health Insurance Card

The European Health Card entitles the insured person to receive the necessary medical care during a temporary stay in an EU Member State and has the role of guaranteeing the reimbursement of healthcare costs during a temporary stay in a Member State other than the Member State, state of residence.

The European card is nominal and individual.

If, due to special circumstances, a person is unable to present a card, a temporary replacement certificate is provided.

The European card is issued to the insured person who is obliged to prove this quality from the health insurance fund in which he is insured.

The European card is issued only upon the transfer of the insured person for the purpose of temporary stay in one EU Member State for a period of one year from the date of issue.

The European card may only be used by insured persons in the Romanian health insurance system within the territory of the EU Member States, but it does not cover the situation where the insured person moves to an EU Member State for medical treatment.

The medical services provided must not exceed what is medically necessary during a temporary stay in an EU Member State.

Insured persons in one of the EU Member States holding a European card will be treated in Romania in the same way as Romanian insured persons.

If the person who received the card does not meet all the conditions on the basis of which the card was issued for the entire period of validity (including payment of the health insurance contribution) and during this period he uses medical services while traveling to a country- EU Member State, the person concerned will bear the cost of these services. In this situation, the health insurance card issuing the card will reimburse the cost of these services to the institution of the Member State that provided the services and subsequently recover their value from the person concerned.

Source of information: Law No 95/2006

Fundamental rights related to freedom of movement and residence in the EU

Right of exit and entry

All EU citizens are free to move to other EU countries only with a valid identity card or passport without the need for visas.

Right of residence

Persons are entitled to stay for up to 3 months with a valid identity card or passport. Attendance reporting is not required in Bulgaria and Romania.

For a stay of more than 3 months, EU citizens must meet at least one of the following conditions:

• be workers or self-employed in the host country;

• have sufficient means for themselves and their family members to avoid becoming a burden on the host State's social assistance system and have full health insurance coverage;

• be students enrolled in an institution, have full health insurance coverage, and have sufficient financial resources for themselves and their family members;

• Or are family members accompanying an EU citizen who meets these conditions;

Right of permanent residence:

It is acquired by persons legally resident in the receiving State for a continuous period of 5 years.

Specific residence rights of workers, job seekers, seconded, students and retired persons

Workers who are EU citizens do not need a work permit. Liechtenstein alone imposes quotas that limit the number of people who can work and live there. For Bulgarian and Romanian citizens, access to the Swiss labor market is restricted, and the quota principle for permits issued is maintained until 31 May 2019.

EU countries have the right to retain certain positions in the public sector, public security, public order and public health for their own citizens.

In the case of social security, in most cases the host country system applies. Benefits are similar to that of a working national of that country, which may include additional benefits, e.g. cheaper train tickets, additional pensions, tuition grants, child unemployment benefits when looking for their first job, non-cash benefits, allowances given to workers and their families in the host country.

Jobseekers in the EU

Every EU citizen has the right to seek employment in another Member State in accordance with the provisions applicable to local workers and to receive assistance

from the national employment service. Candidates for the job may be required to have some language skills, but the requirement must be within the reasonable and necessary position.

Seconded workers

They are subject to the terms and conditions of employment in the host country. The employer can cover the costs of travel, food and accommodation in the EU country of secondment. Missions remain in the social security system in the Member State of the habitual activity of the hirer (sending country) when he is sent by an undertaking (employer) to another Member State (country of employment).

Students

An EU student is entitled to free movement in all Member States and stay for up to 3 months with a valid identity card or passport. Depending on the Member State, it may be required to register with the relevant authorities. They have the same right of access to benefits as local students.

Right to equal treatment

EU citizens have the right to be treated equally with the nationals of the host country in accordance with the prohibition of discrimination on grounds of nationality, racial / ethnic origin, religion, beliefs, disabilities, age and sexual orientation.

These include remuneration and other conditions of employment and work, health and safety at work, access to training, access to housing, the right to join a trade union, social and tax advantages, etc.

Recognition of the qualification acquired. Who can take advantage of these rights and what restrictions are there?

Recognition of diplomas is necessary when the profession is regulated by the host country.

In order to pursue a regulated profession by law or regulation, there should be a permit, registration or other regulation. If the profession is not regulated in the host country, the applicant does not need to apply for recognition of a professional qualification. He may begin to pursue this profession.

A person qualified to pursue a profession in a country of origin is deemed to be qualified to practice that profession in all countries of the European Economic Area. In the event of significant differences in education or training, compensatory measures are foreseen (NO automatic recognition).

Holders of foreign professional qualifications in non-regulated professions in Bulgaria have direct access to the labor market. Recognition of such professional qualifications is within the competence of the employers themselves.

European legislation on residence and job search, documents and other formalities

The main European acts are:

• Treaty on the Functioning of the European Union;

• Directive 2004/38 / EC on the right of Union citizens and their family members to move and reside freely within the territory of the Member States;

• Directive 2014/54 / EU of the European Parliament and of the Council on measures to facilitate the exercise of the rights conferred on workers in the context of the free movement of workers;

• Regulation (EU) No 492/2011 on the free movement of workers in the Union;

• Regulation (EC) No 883/2004 on the coordination of social security systems;

• The case law of the Court of Justice.

• Commission Implementing Regulation (EU) 2015/983 on the procedure for issuing a European Professional Card and the application of the alert mechanism;

• Directive 2005/36 / EC of the European Parliament and of the Council of 7 September 2005 on the recognition of professional qualifications;

European and national institutions related to the free movement of persons

Europe:

• The European Commission

• European Court of Human Rights

• Court of Justice

• European Ombudsman

• European Data Protection Supervisor

Bulgaria

• Ministry of Labor and Social Policy

• Employment Agency

• Executive Agency "General Labor Inspectorate"

• Ombudsman of the Republic of Bulgaria

• Sofia District Court

• Ministry of the Interior

• National Insurance Institute

- National Health Insurance Fund
- National Revenue Agency
- Commission on Protection against Discrimination
- Data Protection Commission

Romania:

- The Labour Inspection

Romania

Labor legislation in Romania

I. The employment contract

According to Art. 10 of the Labor Code, an individual employment contract is a contract under which an individual, called an employee, undertakes to work for and under the direction of an employer, natural or legal person, for remuneration called wages.

Undeclared work is considered a misdemeanor or even a crime, as the case may be.

According to Art. 35 of the Labor Code, every employee has the right to work for different employers or for the same employer on the basis of individual employment contracts, with the corresponding salary for each of them.

An exception is made to these provisions in situations where the law provides for incompatibilities in the accumulation of certain functions.

The basic rule in the case of an employment contract is to conclude it indefinitely. By way of exception, the individual employment contract may also be concluded for a fixed term, in the cases and under the conditions expressly provided by law. An individual employment contract for a fixed period cannot be concluded for more than 36 months. No more than three individual fixed-term employment contracts may be concluded in succession between two parties.

An individual employment contract must contain provisions regarding:

1. The identity of the parties;

2. Place of work or, in the absence of a stationary place of work, an opportunity for the employee to work in different places;

3. The registered office or, as the case may be, the permanent address of the employer;

4. The working position / profession according to the specification of the Classifier of professions in Romania or other normative acts, as well as the job description, specifying the work obligations;

5. The criteria for evaluation of the professional activity of the employee, applicable at the employer level;

6. The specific risks that the working position carries;

7. The date from which the contract is to enter into force;

8. In the case of a fixed-term employment contract or temporary employment contract, their duration;

9. The length of the annual leave to which the employee is entitled;

10. The conditions for giving notice to the contracting parties and its term;

11. The basic salary, the other components of the monthly income, as well as the periodic payment of the salary to which the employee is entitled;

12. The normal duration of work, expressed in hours / day and hours / week;

13. Designation of a collective agreement regulating the working conditions of the employee;

14. Duration of the trial period;

15. The signatures of the parties to the employment relationship.

According to Art. 18, para. 1 of the Labor Code, if the person selected for employment has to carry out his activity abroad, the employment contract will also contain information on:

(a) The length of the working period during which work is to be done abroad;

(b) The currency in which the remuneration will be paid and the method of payment;

(c) Relevant benefits in cash or in kind for work abroad

II. Start, change and end of employment conditions

1. Start of employment

According to Art. 16 of the Labor Code, the individual employment contract shall be concluded on the written agreement of the parties, in Romanian, not later than the day before the start of the employee's activity. The obligation to conclude an individual employment contract in writing is borne by the employer.

The following provisions of the Labor Code are extremely important for an employee, especially if he or she is a foreign national entering a job in Romania:

• Foreign citizens and stateless persons may be hired under an individual employment contract on the basis of a work permit or residence permit for the purpose of work, issued in accordance with the law.

• EU citizens who reside in the territory of Romania and seek employment have the right of residence for up to six months from their entry without fulfilling additional conditions (Art. 11, Para. (2) 102/2005).

• The prospective employee will be required to be informed at least of the elements to be contained in the employment contract, which are detailed in Articles 17-18 of the Labor Code.

• According to Art. 19 of the Labor Code, if the employer fails to fulfill the obligation to provide information, provided for in Art. 17 and 18, the person selected for employment or the employee, as the case may be, shall have the right to file a

complaint within 30 days from the date of non-compliance with this obligation and to seek compensation for the damage suffered as a result of the employer's failure to fulfill the obligation to provide information.

Mandatory conditions prior to the conclusion of the employment contract

• One person may be hired only on the basis of a medical certificate which establishes the fact that he or she is fit for employment.

• The lack of a medical certificate results in the nullity of the individual employment contract.

• Requiring pregnancy tests for employment is prohibited.

• Specific medical research in the areas of health, nutrition, education, and other areas established by regulations may be required upon entry into employment

Test period

• The individual employment contract is concluded after a preliminary examination of the professional and personal skills of the person applying for a job.

• The ways in which the preliminary examination should take place are provided for in the collective agreement, in the professional or disciplinary status of the staff or in the internal rules of the employer, as the case may be, unless otherwise provided by law.

• Duration of the trial period:

• Not more than 90 days for executive positions;

• Not more than 120 days for positions at management and organizational level;

• No more than 30 days for people with disabilities.

• At the time of the performance of an individual employment contract, it is not possible to determine more than one probationary period, except in the case when the person applies to the same employer but into a new position or profession, or should work under difficult conditions at work, with the risk of injury.

• During the probationary period, the employee has all the rights and has all the obligations laid down in the labor legislation, in the applicable collective agreement, in the internal rules and in the individual employment contract.

• The probationary period enters the accumulation of length of professional experience.

• For university graduates, the first 6 months of first employment are considered a probationary period. An exception is those professions in which internships are determined by a special law. At the end of the probationary period, the employer must issue a certificate, which is stamped by the Territorial Labor Inspectorate, within which the employer carries out his activity.

• The period during which consecutive persons may be recruited for one and the same probationary period is 12 months.

2. Implementation of the individual employment contract

The rights and obligations in relation to the employment relations between the employer and the employee are determined by law, through negotiations, within the framework of collective agreements and individual employment contracts.

Employees may not relinquish their rights recognized by law. Any agreement that seeks to abolish or restrict the rights of employees recognized by law shall be null and void.

3. Changes in the employment relationship

Any amendment to any of the elements provided for in Art. 17 para. (3), Art. 18, 20 and 21 of the Labor Code, during the performance of the individual employment contract, requires the conclusion of an additional agreement before the amendment is made, except where such amendment is expressly provided for by law or the applicable collective agreement.

The change in the individual employment contract relates to the following elements:

(a) The duration of the contract;

b) Place of work;

c) Type of work;

(d) Working conditions;

e) Salary;

(f) Working hours and annual leave

According to the Labor Code, an individual employment contract can only be amended with the consent of the parties. There are also emergency situations in which employment contracts may be unilaterally modified, but these exceptions are provided for in the Labor Code under Art. 42-48. In general, a unilateral change in the employment contract is possible with respect to the workplace and in some exceptional situations with respect to the type of work.

The place of employment is the place where the employee performs his activity, located in the perimeter provided by the employer, natural or legal person, in the head office or in branches, representative offices, agencies or workplaces and production facilities belonging to him.

Changes may also be made by the employer, unilaterally, without requiring the employee's consent in the event of a force majeure, either as a disciplinary sanction or as a measure to ensure the protection of the employee.

4. Termination of employment

The individual employment contract may be terminated:

a) By law;

(b) As a consequence of the mutual agreement of the Parties on a date to be determined by them;

(c) As a consequence of the unilateral will of one of the parties, in the circumstances and under the conditions expressly provided for by law.

During or at the end of the probationary period, the individual employment contract may be terminated only by written notice, without notice, at the initiative of either party, without the need to state reasons.

Detailed information on each method of termination of the individual employment contract is indicated in Art. 56 - 67 of the Labor Code.

III. Remuneration

The salary is the remuneration for the work done by the employee on the basis of the individual employment contract.

All types of gender discrimination, sexual orientation, genetic characteristics, age, nationality, race, skin color, ethnicity, religion, political opinion, social origin, disability, marital status, union affiliation are prohibited in determining and giving the salary or activity. The remuneration contains a basic salary, bonuses, and other tools.

Minimum pay levels are determined by applicable collective agreements and Government decisions.

Individual remuneration is determined by agreement between employer and employee.

The minimum gross salary is determined by the Government. As of January 1, 2019, the country's minimum gross wage is 2080 lei per month, full time.

Additional financial and non-financial benefits

The employer undertakes to provide additional material or non-material benefits to employees in certain situations explicitly provided for in the Labor Code or in special laws.

The most common situations where additional benefits are provided by law are the following:

• Where in the employment contract a non-competitive conduct clause is included, the monthly salary allowance for non-competitive behavior may be negotiated and amount to at least 50% of the average gross earnings of the last 6 months, before the termination of the individual employment contract, or in this case in which the duration of the individual employment contract was less than 6 months, than the

average monthly gross income, at the time of the contract. If the clause is found guilty for non-competitive conduct, the employee may be obliged to recover the amounts received and, as the case may be, to pay compensation in accordance with the damage caused to the employer.

• According to Art. 25 of the Labor Code, through the mobility clause, the parties to the individual employment contract stipulate that, given the specific nature of the work and the performance of the duties by the employee, they are not performed in a stable place of work. In this case, the employee benefits from additional benefits in cash or in kind. The amount of the additional cash benefits or the conditions of the additional benefits in kind are specified in the individual employment contract.

• The employer is legally entitled to provide employees with food, business car, fuel card or fuel reimbursement vouchers within the limits set by internal rules, a mobile subscription card, or a paid employer card.

IV. Basic obligations of the parties to the employment relationship

1. Obligations of the employer

According to the Labor Code, the employer has the following obligations before starting the activity:

• To conclude an individual employment contract in writing and in compliance with all legal requirements for form and content;

• Register the employment contract in the general employment register, which is sent to the labor inspection no later than the day before the start of the activity;

• Provide the employee with a copy of the individual employment contract

• A copy of the individual employment contract for the employees who carry out their activities in the respective place of employment.

• To inform the selected candidate, or, as appropriate, the employee, about the main clauses he intends to include in the contract, or those that he should modify.

During the performance of the employment contract, the employer has the following obligations:

• To inform employees about the working conditions, the work schedule and the way of its distribution by day, as well as about the elements related to the employment relationship;

• To provide continuously the technical and organizational conditions envisaged in the development of labor standards and appropriate working conditions;

• Provide employees with all the rights guaranteed by law, the applicable collective agreement and individual employment contracts;

• Pay salaries and other financial or non-financial benefits as determined by the individual employment contract;

• To periodically inform employees about the financial and economic condition of the company, with the exception of sensitive or confidential information which, by disclosure, could harm the company's activity;

• Consult trade unions or, as appropriate, employee representatives on decisions that may significantly affect their rights and interests;

• To pay all contributions and taxes entrusted to him, as well as to withhold and pay the contributions and taxes due from employees in accordance with the law;

• Establish a general register of employees and perform the reports provided for by law;

• Issue, upon request, all documents certifying the employee's employment status

• Maintain the confidentiality of employees' personal data.

3. Duty of the employee:

• Fulfill his work norm or, as the case may be, perform the duties assigned to him by the job description;

• Observe the discipline;

• Comply with the provisions of the internal regulations, the applicable collective agreement and the individual employment contract;

• Loyalty to the employer in the performance of their duties;

• Comply with workplace safety and health measures;

• Respect corporate secrets;

• Other obligations provided for by law or the applicable collective agreement;

V. Job description

According to the Labor Code, the job description is a binding document and is an annex to the individual employment contract. The law does not provide a specific model for the job description, but only notes the mandatory elements that should be contained in it: the powers / duties / responsibilities for the position.

For civil servants working in the public system, a model of a job description of a civil servant is regulated by Decision of the Council of Ministers No 611/2008. This model contains elements that relate to the title of the post, the terms of the post, (education, skills, abilities, specific requirements required), the authority of the post held, the scope of the relationships within and outside the institution (with others) organs).

VI. Protection against discrimination

In Romania, discriminatory attitudes and behavior lead to civil, administrative or criminal liability, as the case may be, under the law. The Labor Code covers explicit provisions regarding the sanctioning of discriminatory behavior. The specific legal act concerning the prevention and sanctioning of acts that fall within the definition of discrimination is Council of Ministers Decision No 137/2000.

The Labor Code includes in Art. 5 and 6, general provisions relating to non-discrimination and equal treatment of all.

Any direct or indirect discrimination against an employee based on sex, sexual orientation, genetic characteristics, age, nationality, race, skin color, ethnicity, religion, political views, social background, disability, family status, union is prohibited affiliation or activity.

Under equal conditions of work or at the same value of the work performed, any discrimination based on a gender divide in respect of all elements and conditions of remuneration shall be prohibited.

Under the special law, discrimination is understood to mean any discrimination, exclusion, restriction or preference, based on race, nationality, ethnicity, language, religion, social category, beliefs, gender, sexual orientation, age, disability, chronic non-communicable disease, HIV infection, membership of a disadvantaged category, and any other criterion that has the purpose or effect of denying, abolishing, recognizing, using, or exercising, on equal terms, human rights and fundamental freedoms, or rights recognized by law in the fields of politics, economy, social and cultural sphere or in any other field of public life.

Discrimination against a person is punishable and punished by law.

Any behavior based on race, nationality, ethnicity, language, religion, social category, beliefs, sex, sexual orientation, disadvantaged category, age, disability, refugee status or migrant or other criterion leading to the creation of a disturbing, hostile, degrading or offensive frame.

It shall be considered a victimization and shall be punished administratively for any negative conduct resulting from a complaint or legal action relating to a violation of the principle of equal treatment and non-discrimination.

Emergency Ordinance No 137/2000 specifies which acts are considered violations and discrimination.

VII. Working hours, non-working days, paid annual leave, overtime

For full-time employees, work hours are 8 hours a day and 40 hours a week, usually spread evenly. The uneven length of working hours must be specified in the employment contract.

For minors, working hours are 6 hours a day and no more than 30 hours a week. Young people under the age of 18 cannot work overtime under the Labor Code.

The maximum statutory length of working time may not exceed 48 hours per week, including overtime.

The employer may hire part-time employees under individual employment contracts for an indefinite period of time called individual part-time employment contracts. The part-time individual contract contains, in addition to the essential elements listed in section A, the following:

(a) the length and distribution of working time;

(b) conditions under which the work schedule may be changed;

(c) the prohibition of emergency work, except in cases of force majeure or other emergency situations, where the purpose is to prevent accidents and to remedy the consequences thereof.

The remuneration paid for the work done shall be made in proportion to the actual time worked relative to the entitlements allocated to normal working time.

According to Law No 52/2011, seasonal (part-time) part-time workers (wage earners) may engage in unskilled, casual employment in the form of employment relationships. The hourly worker is defined by law as a natural person, Romanian or foreign citizen who is fit for work and who makes unskilled casual work, for a particular employer, for a fixed salary. The employment relationship between the hourly worker and the beneficiary is determined by the will and consent of the parties, without the conclusion in writing of an individual employment contract.

The hourly work that can be done in this form is a minimum of 1 day or 8 hours of work. The length of the working day may not exceed 12 hours. No hourly worker may work for one employer for a period longer than 90 days, for a total of one calendar year, with the exception of workers who work in the livestock sector, in an open system, by keeping grazing of cattle and horses, seasonal activities in the field of botanical gardens under the authority of accredited universities, as well as in the field of viticulture and winemaking; in such cases, the period may not exceed 180 days in total for one calendar year.

For the work done, the hourly worker is entitled to remuneration, the value of which is determined by direct agreement between the parties. The gross hourly wage determined by the parties may not be less than the value / hour of the guaranteed minimum gross wage in the country and shall be paid at the end of each working day or at the end of the working week, before the worker is signed and the beneficiary. The payment of the income tax on the hourly work by the hourly worker is the responsibility of the beneficiary.

In the event of an accident / death of the hourly worker, the beneficiary is obliged to provide the necessary expenses for medical care / funeral at his / her own expense, if the event occurred due to the fault of the beneficiary.

An activity carried out in this way does not guarantee the hourly worker the quality assured in the social security system. It can be provided, if desired, in the public pension system, in the social security and unemployment system and in the workplace accident and occupational health insurance system.

The following are considered official non-working days: 1 and 2 January; January 24; Good Friday; the first and second days of Easter; May 1; 1 June; the first and second days of Pentecost; August 15; November 30; December 1st; December 25-26; two days for each of the three annual religious holidays declared by the legitimate religious cults, other than Christian, for persons belonging to the above.

According to Art. 145 of the Labor Code, the minimum length of annual leave payable is 20 working days, and the law does not provide for a maximum limit. The actual length of annual leave is set out in the individual employment contract for each employee individually, while respecting applicable law and collective agreements. Employees working in difficult, dangerous or harmful conditions, the blind or other disabled persons and young people under the age of 18 years, shall receive additional leave of at least 3 working days.

Formal non-working days as well as paid non-working days determined by the collective agreement are not included in the annual leave payable.

Periods of paid annual leave, temporary disability, maternity leave and prenatal risk, as well as care for a sick child, are considered as periods of service.

Overtime. Work done outside the normal weekly working hours is considered extraordinary and cannot be carried out without the permission of the employee, except in the case of force majeure and emergency work aimed at preventing an accident or eliminating the consequences of an incident.

At the request of the employer, employees may perform overtime in accordance with the provisions of Art. 114 or 115 of the Labor Code, as appropriate.

Overtime is compensated by giving free and paid hours in the next 60 calendar days after overtime. If this is not possible in the relevant period, overtime will be compensated in the following month by adding an additional payment to the pay corresponding to the time worked. This allowance shall be agreed in the collective agreement or, as the case may be, in the individual employment contract, and may not be less than 75% of the basic salary.

VIII. Professional qualification and work experience

According to Art. 16 of the Labor Code, the work done in the framework of an individual employment contract is a length of service.

Non-motivated absences and unpaid leave do not accrue to work experience. An exception is the unpaid leave, which is granted for the professional qualification given in the terms of Art. 156 of the Labor Code.

The probationary period is considered as work experience.

IX. Carrying out activities of a casual or irregular nature. Civil contract for provision services

A civil service contract may be concluded for the performance of certain activities which are incidental or irregular in nature and which exclude the subscription of the service provider to the payer of income.

The regulation of civil contracts for the provision of services, also known as civil agreements, is made in Art. 1851 of the Civil Code, according to which a work contract is a contract whereby the contractor undertakes, at his own risk, to perform a work, whether material or intellectual, or to provide a service to a beneficiary, for a fee.

An unauthorized individual will be able to perform material or intellectual work or provide a service on the basis of Art. 1851 of the Civil Code, only by accident.

The fixed price can be monetary or in the form of material goods or services. It must be concrete, serious or identifiable. Where the contract does not include clauses relating to price fixing, the beneficiary owes a price fixed by law or by law or, in the absence of legal provisions, a price for labor and production costs, taking into account existing practices.

X. Labor disputes

Labor jurisdiction has as its object the settlement of labor disputes concerning the conclusion, performance, amendment, suspension and termination of individual employment contracts or, as the case may be, collective agreements, as well as claims for legal relations between the social partners.

All provisions regarding the settlement of labor disputes / conflicts are provided for in the Labor Code, Art. 266- 275, referred to the provisions of the Code of Civil Procedure.

XI. Special work clothing and personal protective equipment

In regulating accidents at work, the legislator shall indicate, together with personal protective equipment, any other equipment made available by the employer. Thus, according to Art. 30 para. (1) point (j) of Law No. 319/2006 within the meaning of the provisions of Art. 5 (g), also represents an occupational accident, an accident suffered before or after the termination of work if the victim took over or delivered the work tools, workplace, equipment or materials, if he/she changed his/her personal clothing, if he/she changed personal protective equipment or any other equipment made available by the employer if it was located in the bathroom or in the washbasin or was moving from the workplace to the exit of the establishment or establishment and vice versa.

This equipment, which is specified by law, we believe can be both work and other equipment.

Thus, Art. 3 para. (1) Government Decision No 1048/2006 provides that, for the purposes of this Decision, "personal protective equipment" means any equipment intended to be worn or held by a worker to protect it from one or more risks which could endanger his safety and health at work, as well as any additional element or accessories designed for this purpose.

XII. Labor legislation

In developing this material, the following acts and laws were analyzed:

• the Labor Code (Law No. 53/2003);

• Law No 52/2011 on the carrying out of casual activities by part-time workers;

• Law No. 153/2017 on the remuneration of staff paid from public funds;

• Decision of the Council of Ministers No. 846/2017;

• Extraordinary decision of the Council of Ministers No 137/2000 on the prevention and sanctioning of all forms of discrimination;

• Extraordinary decision of the Council of Ministers No 102/2005;

• The Civil Code;

Health and safety aspects of work in Romania

I. General requirements, obligations of the employer to ensure healthy and safe working conditions

According to Art. 175 of the Labor Code, the employer has the obligation to ensure the safety and health of employees in all aspects related to work, without imposing financial obligations on employees.

The employer is not exempt from this obligation, even if it uses outsiders or services.

The provisions of the Labor Code related to this obligation are supplemented by the provisions of the special law, the applicable collective agreements, as well as the rules and regulations on labor protection.

According to Art. 177 of the Labor Code, the employer must take the necessary measures to protect the safety and health of employees, including activities to prevent occupational hazards, information and training, as well as to implement the organization of labor protection and the means necessary for this.

The contents of the internal rules stipulate safety and health at work rules. To this end, the labor unions or employee representatives will be consulted, as well as the Occupational Safety Committee, as appropriate.

According to Art. 183 and 184 of the Labor Code, every employer, a legal entity from the public, private and cooperative sectors, including foreign capital operating in Romania, with at least 50 employees, is required to set up a safety and security committee occupational health to ensure employee involvement in the development and implementation of occupational safety and health solutions. If the working conditions are severe, harmful or dangerous, the labor inspector may also request the establishment of these committees for employers with fewer than 50 employees.

According to Art. 179 of the Labor Code, the employer has the obligation to protect all employees from the risk of occupational accidents and diseases, in accordance with the law.

According to Art. 181 of the Labor Code, the employer must provide a workplace for employees to work safely, arrange for permanent monitoring of the condition of materials, equipment and substances used in the work process in order to ensure the health and safety of employees, to ensure conditions for first aid, evacuation in case of fire or other events.

II. Duties and responsibilities of employees

According to Art. 22 of Law No. 319/2006 on Occupational Safety and Health, the employee must carry out his activity according to his preparation and instructions, as well as those received by the employer, so that he is not exposed to danger of injury or illness as himself , and other people around him.

According to Art. 23 of Law No. 319/2006, employees have the following duties:

(a) properly use machinery, apparatus, instruments, dangerous substances, transport equipment and other means of production;

(b) use properly supplied individual protective equipment and, after use, return it or place it in a place for storage;

(c) not interrupt, alter or remedy their own security devices, in particular machines, apparatus, tools, technical installations and buildings, and make proper use of such devices;

(d) immediately notify the employer and / or designated employees of any work situation which they have good reason to believe constitutes a danger to the safety and health of workers, as well as any defect in the protection systems;

(e) to inform the workplace manager and / or employer of any accidents they have suffered;

(f) cooperate with the employer and / or designated employees for as long as is necessary to enable the implementation of any measures or requirements imposed by labor and health inspectors to protect health and safety the workers;

(g) cooperate, for as long as necessary, with the employer and / or designated employees to allow the employer to ensure that the working environment and

working conditions are safe and to ensure that there are no risks to the employer; safety and health in their field of work;

h) adopt and comply with the provisions of the legislation on safety and health at work and the measures for their implementation;

(i) provide the information required by labor and health inspectors;

III. Trainings and preparatory sessions on safe working methods

According to Art. 180 of the Labor Code, the employer is obliged to organize periodic training of its employees in the field of safety and health at work through specific ways, determined by mutual agreement of the employer, in cooperation with the Committee on safety and health at work and with the trade union or, according to the case, with employee representatives.

The training is compulsory before the effective start of the activity, in the case of new employees, those who change their jobs or type of work and those who resume their activity after a break of more than 6 months.

According to Art. 20 of Law No 319/2006, the employer must provide at his own expense the conditions so that each worker receives adequate and appropriate training in the field of occupational safety and health, especially in the form of information and work instructions specific to the workplace and his post.

IV. Preliminary and periodic medical examinations

A person may be appointed solely on the basis of a medical certificate, which establishes the fact that the person concerned is fit for the job in question, under penalty of invalidation of the employment contract in the absence of such certificate.

The requirement of appointment for pregnancy tests is prohibited.

Appointments in the fields of health care, catering, education and other statutory areas may require specific medical research.

Art. 28 of the Labor Code demands the situations in which the medical certificate is obligatory after the conclusion of the individual employment contract.

According to Art. 186 of the Labor Code, employers have an obligation to provide employees with access to occupational health services.

V. Failure to fulfill the duties assigned to the employee in the event of danger to life and health

The employer may impose disciplinary and pecuniary sanctions for acts committed by employees, either by improperly fulfilling their obligations or by failing to comply with them.

The sanction for termination of the employment contract for serious disciplinary violations must be applied in compliance with the legal conditions stipulated in the Labor Code under Art. 61-65, confirmed by Art. 247-252.

VI. Occupational accidents and occupational diseases

(i) Accidents at work

The definition of an accident at work is provided for in Law No 319/2006 in Art. 5 (g) and is a gross injury to the body, as well as acute occupational intoxication, which have occurred during the work process or in the course of duty and which cause temporary incapacity for work of at least 3 calendar days, disability or death.

The enumeration of all types of accidents at work was made in Art. 30 and 31 of Law No 319/2006.

The registration of an accident at work is carried out on the basis of the study protocol and is communicated by the employer to the regional labor inspection, as well as to the insurer, in accordance with the law.

(ii) Occupational diseases

According to Law No. 319/2006, Art. 5 (h) "occupational disease" means a disease arising from the pursuit of a craft or profession caused by harmful physical, chemical or biological agents specific to the workplace and from the overload of various organs or systems of the organism in the work process.

Diseases suffered by students during their practical training are also occupational diseases.

The declaration of occupational diseases is compulsory and is carried out by doctors from the territorial public health authorities in Bucharest.

Newly declared occupational diseases are reported on a monthly basis by the Bucharest Territorial Public Health Authority to the National Center for Methodological Coordination and Information on Occupational Diseases within the Public Health Institute in Bucharest, to the Center for Calculations and Sanitary Statistics and Bucharest the territorial structures of the insurer designated under the law.

Acute occupational intoxication is declared, investigated and recorded both as occupational disease and as an occupational accident.

Bulgaria

Labor legislation in Bulgaria

I. Employment contract. Starting, amendment and termination of employment

Conclusion of an employment contract: between the employee and the employer before entering the work in writing. Within 3 days after its conclusion / amendment and within 7 days after its termination, the employer is obliged to send a notification thereof to the Territorial Directorate of the NRA.

II. Change of employment contract

• By mutual consent: it is allowed by written agreement between the parties.

• Unilateral amendment: the parties cannot unilaterally change the content of the employment relationship.

Exceptions: The employer may unilaterally, without the consent of the employee:

• Change the place and nature of work in the case of production need, as well as during the stay;

• Increase his wages;

• To post him for the performance of his duties;

III. Termination of employment contract

• General subjects (without notice):

o by mutual agreement of the Parties;

o recognition of dismissal as illegal;

o expiry of the agreed term;

o with the completion of the specified work;

o return to work replacement;

o when the post is assigned for employment by a pregnant / employed person and a candidate is eligible to hold it;

o with the employment of the employee who is selected or has won the competition;

o if the employee is unable to perform his / her assigned work due to illness which has led to permanent disability or due to health contraindications;

o with the death of the worker;

o due to the appointment of a public servant position;

o termination of the long-term business trip under the Diplomatic Service Act;

• Termination by the worker:

o with notice: The notice period for termination of an indefinite employment contract by the worker is 30 days, unless the parties have agreed otherwise, but not longer than 3 months. For a fixed term contract - 3 months, but not more than the rest of the contract term.

o without notice: by a unilateral declaration made in writing in cases specified in the Labor Code.

• Termination by the employer:

- o with notice:
- upon the closure of the enterprise or part of it, redundancies;
- when the volume of work is reduced;
- when stopping work for more than 15 working days;
- in the absence of the qualities of the worker for the effective performance of the work;
- when the worker does not have the necessary education / professional qualifications;
- if the worker refuses to follow the enterprise when he moves to another settlement;
- an illegally dismissed employee who held the post was reinstated;
- upon acquiring the right to retirement pension and age, respectively. upon reaching the age of 65 for professors, associate professors and doctors of science;
- in case of objective impossibility to fulfill the employment contract;
- others;

o without notice when the worker:

- be remanded in custody;
- be deprived of the right to pursue a profession or occupy the post to which he is appointed;
- has been deprived of a scientific degree if the conclusion of the employment contract has taken place in view of it;
- has been deleted from the registers of professional organizations;
- refuses to take up the employment placement offered to him;
- be disciplined fired;

Termination at the initiative of the employer against the agreed compensation. The minimum amount of compensation is four times the amount of the last monthly gross wage received by the worker.

IV. Remuneration

The amount of remuneration is determined by the individual employment contract.

Gross salary consists of:

- basic salary;
- additional remuneration;
- other remuneration;

The minimum wage in Bulgaria for 2019 is 560 BGN. For many industries and branches there are higher levels of minimum wage fixed in a collective agreement.

Additional remuneration for:

Overtime (payable outside fixed hours): An increase agreed between the employee and the employer shall be paid, but not less than:

- 50% - for work on weekdays;
- 75% - for work on weekends;
- 100% - for work during public holidays;
- 50% - for work in the aggregate calculation of working hours;

The duration of overtime in one calendar year may not exceed 150 hours. It is forbidden and allowed exceptionally in the case specified in the Labor Code.

Night work (between 10:00 pm and 6:00 am): paid for each night worked by the workers or for a part of it in the amount not less than 0,25 BGN.

Permanent additional remuneration is paid for:

- Internship and professional experience
- Educational and Scientific Degree

Guaranteed claims

In case of the insolvency of the employer, the Bulgarian legislation guarantees up to a certain amount of workers to receive their accrued but unpaid up to the announcement of the insolvency of the employer the labor remuneration and benefits. The right to a guaranteed claim is granted to workers who are or have been in an employment relationship with the employer, irrespective of their duration and length of working time. The guaranteed claim shall be granted on the basis of an application submitted by the employee to the National Social Security Institute at the employer 's registered office within three months from the entry in the Interpretative Decision of the decision to open insolvency proceedings or from the date of notification of the employees by the Bulgarian employer. the fact that bankruptcy proceedings have been initiated under the law of another country.

The guaranteed claims are in amount to the last 6 accrued but unpaid monthly salaries and cash benefits in the last 36 calendar months preceding the month in which the judgment is entered.

Additional information - NAP, NSSI

V. Basic obligations of the parties to the employment relationship

Obligations of the worker during working hours:

• to be on time and be at his workplace until the end of his working hours, in a condition that enables him to carry out the tasks assigned to him;

• not to use alcohol or drugs;

• use all time to perform the assigned work in the required quantity and quality;

• Comply with technical and technological rules and Health and safety at work;

• comply with the legal orders of the employer;

• to keep the property in the course of the work;

• be loyal to the employer, disseminate confidential information, safeguard the goodwill of the enterprise;

• comply with internal rules;

• coordinate work with other workers;

• notify the employer of incompatibility with the work performed;

• fulfill all other obligations arising from a normative act, the employment contract and the nature of the work;

Obligations of the employer:

• To ensure normal conditions for the performance of work under employment law.

• To calculate and pay for the work done, remuneration within the prescribed time limits;

• To issue documents:

• To keep a work file of the employee;

• To provide social and health care to the worker;

VI. Labor discipline

The guilty failure to perform work obligations is a violation of work discipline such as:

• Delay, early departure from work, failure to appear at work or failure to work;

• Appearance of work in a condition that does not allow the performance of the assigned tasks;

• Failure to perform the assigned work, non-compliance with technical and technological rules;

• Production of poor quality products;

• Non-compliance with the rules on health and safety at work;

• Failure to comply with the employer's legal orders;

• Abuse of trust and damage to the goodwill of the enterprise;

• Damage to the property of the employer and waste of materials, raw materials, energy and other means;

• Non-fulfillment of other work obligations stipulated in normative acts, etc.

The following disciplinary sanctions may be imposed by the employer:

• a remark;

• notice of dismissal;

• dismissal;

VII. Protection against discrimination

All are entitled to equal conditions of access to the pursuit of a profession or activity. When announcing a vacancy, the employer may not impose gender, race, nationality, ethnicity, human genome, citizenship, origin, religion or belief, education, beliefs, political affiliation, personal or social status, disability, age, sexual orientation, marital status and financial status.

Before concluding the employment contract, the employer is not entitled to request such information from the applicant.

Anyone can approach the Anti-Discrimination Commission by filing or reporting a complaint.

VIII. Working hours, breaks and vacations

The working time is a period of time during which work is realized. Normal working hours during the day are up to 8 hours. The working week is a five-day normal working week of up to 40 hours. Normal working hours at night are 7 hours and up to 35 hours per week.

For production reasons, the employer may, by written order, extend the working hours. Extended working days may not exceed 10 hours.

Reduced opening hours are established for:

• work under specific conditions and risk to life and health;

• workers under 18 years of age.

Breaks

Eating breaks may not be less than 30 minutes. There may be one or more extra breaks during the day. Continuous daily rest periods may not be less than 12 hours. For a five-day workweek, the rest is 2 consecutive days and the worker is provided with at least 48 hours of continuous weekly rest.

The official holidays are set out in the Labor Code. When they coincide with Saturday and / or Sunday, the first business day after them is day off.

Types of Holidays:

• Paid annual leave: with a written request to the employer with at least 8 months of work experience. It does not matter if this internship is with one or more employers. Its minimum size is at least 20 working days.

• Extra paid annual leave:

- work under specific conditions and risks to life and health - not less than 5 working days;
- For work on an unnormalized day - not less than 5 working days.

• Holiday to fulfill civil and social obligations (marriage, blood donation, death of a parent, child, spouse, brother, etc.);

• Temporary disability leave: authorized by health authorities;

• Maternity leave, childbirth and parenting leave up to 2 years of age;

• Training leave;

• Unpaid student leave;

• Leave for entrance examination in an educational institution;

• Use of maternity leave;

• Paid annual leave for persons with permanent disability;

• Unpaid leave: only at the request of the employee;

IX. Work- book and professional experience

The work-book is an official document certifying the circumstances of the employee's employment.

It is presented by the employee upon entering work. The employer issues the employee a work-book when the employee first comes to work within 5 days.

Upon termination of the employment relationship, the employer is obliged to enter in the employment record the data related to the termination and to transmit it immediately to the employee.

When the work-book is lost through the fault of the employer, at the request of the employee, a new work-book is issued by the relevant labor inspection.

Professional experience is the time during which the employee worked under an employment relationship.

X. Labor disputes

There are labor disputes between the employee and the employer in connection with the employment relationship, as well as disputes concerning the establishment of work experience. Claims on them shall be filed within the following time limits:

• one month - on disputes for limited liability of the employee, for the abolition of the disciplinary sanction "note";

• 2 months - on disputes for abolition of disciplinary punishment "warning of dismissal", change of place and nature of work and termination of employment;

• 3 years - for all other labor disputes;

Civil cases in labor disputes are the responsibility of the district court as a court of first instance, including the cases with a claim price over BGN 25,000.

The worker may also file a claim against his employer at the place where he normally does his work.

XI. Legislative acts in the field of labor law

• Labour Code

• Code of Civil Procedure

• Ordinance No. 4 on the documents required to conclude an employment contract

• Regulation on the type and requirements for the creation and storage of electronic documents in the employee's work file

• Social security code

• Law on Health Insurance

• Regulation on the structure and organization of the salary

• Law on the Guaranteed Receivables of Employees in the Bankruptcy of the Employer

• Law on Health Insurance

• Ordinance on employment record and seniority

• Ordinance on the conditions and procedure for granting work permits to persons under 18 years of age

• Law on Protection against Discrimination

Safe and healthy working conditions in Bulgaria

I. General requirements

Ensuring healthy and safe working conditions is carried out in order to protect the life, health and working capacity of workers.

Activities regarding the healthy and safe working conditions cover productions, processes, activities, jobs, work equipment. All costs associated with the provision of healthy and safe working conditions at work shall be borne by the employer.

II. Obligations of the employer to ensure healthy and safe working conditions

In connection with the providing of Healthy and Safety Conditions at Work, the employer is obliged to:

• Development of rules for ensuring occupational healthy and safety conditions at work;

• Development of physiological regime of work and rest;

• Organizing occupational risk protection and prevention;

• Provision of personal protective equipment;

• Providing free food and / or supplements;

• Setting up committees and groups for working conditions;

• Carrying out risk assessment in the enterprise;

• Servicing employees of registered occupational health services;

• Organizing and conducting recurrent training or coaching;

• Ensuring safety when using work equipment;

• Taking organizational measures or ensuring the use of technical means and equipment to avoid manual handling of weights;

• Developing safety instructions / guidelines for the hazardous substances used;

• Protection against existing / potential risks when working with biological agents and carcinogens / mutagens at work (where applicable to the employer concerned);

• The non-admission of workers who do not have legal qualifications when required by law;

• Taking the necessary measures to ensure a healthy and safe working environment when working with electric trucks and forklifts, with regard to workplaces and workers working with cars, during loading and unloading operations;

• Establishment of an Accident Prevention and Elimination Plan;

• Documentation for electrical equipment in accordance with the Safety and Health Regulations for operation of electrical equipment with voltage up to 1000V;

• Compulsory occupational accident insurance;

• Establishment and maintenance of an Occupational Accident Reporting Register;

• Filing a Declaration under Art. 15 of the Healthy and Safety Conditions at Work Act;

III. Duties of employees

The worker is obliged to comply with the technical and technological rules as well as to observe the rules for Healthy and Safety Conditions at Work.

IV. Instruction and training in safe working methods

The employer shall provide each worker with appropriate occupational safety and health training and / or instruction in accordance with the specific nature of the occupation / activity performed and the workplace, taking into account the possible hazards and the results of the risk assessment at the relevant workplace.

Types of instruction:

• Initial instruction;

• On-the-job instruction;

• Periodic instruction;

• Daily instruction;

• Additional instructions;

Persons to be trained and / or instructed:

• Any employee regardless of the duration of the contract and the length of working time;

• The workers provided to them by a temporary employment company;

• Posted workers;

• Workers from other enterprises who will work within the enterprise;

• Persons accepted for training or advanced training or with whom a manufacturing practice is being conducted;

• All other persons who will visit the production units of the enterprise.

The duration of the instruction is determined depending on the risk assessment and the specific working conditions in the different workshops, units, departments, positions, types of work and profession.

V. Preliminary and periodic medical examinations

Preliminary medical examinations (compulsory) are carried out in order to assess the suitability of persons with regard to their health status to perform a particular profession.

The following medical examinations are obligatory:

• First-time job seekers;

• Persons who move to another job in the same or another company, which is associated with harmful factors and the risk of occupational injuries;

• Persons who have terminated their employment for more than three months;

Preliminary medical examinations are paid by the persons applying for the job, and periodic medical examinations are at the expense of the employer.

Starting the work in the industries and occupations in which preliminary and periodic preventive medical examinations of workers with dangers and deadlines for their carrying out are required, are subject to preliminary medical examination by specialist doctors.

Documentation is done in a pre-medical examination card.

Periodic medical check-ups (compulsory): performed to diagnose early forms of the disease and to identify risk factors for the occurrence of widespread and socially significant diseases.

Frequency of execution:

• up to the age of 18 - annually;

• from 18 to 40 years old - once every 5 years;

• over 40 - once every 3 years;

• working in unhealthy working conditions - determined by the Regional Health Inspectorate according to the degree of potential health risk in the specific jobs.

VI. Special work clothing and personal protective equipment

In all establishments and places where work is carried out, the employer provides the workers with the necessary personal protective equipment when performing work related to health and safety risks.

Personal protective equipment is provided to employees on the day of their employment. They must comply with the norms and requirements for safety and health protection contained in the regulations applicable to the Personal Protective Equipment relevant to the essential requirements for products intended to be placed on the market and / or put into service .

Work clothing is provided in order to preserve personal clothing.

Uniform clothing is provided when, in the performance of duties, it is necessary to differentiate employees from the rest of the population, as well as with regard to the activity of the enterprise.

VII. Refusal of the employee to perform the assigned work in case of danger to life and health

The worker has the right to refuse performance or to suspend work when a serious and imminent danger to his life or health arises.

Forms of exercise of law are refusal and termination of work (when enforcement has begun). The employee is obliged to notify (not seek permission) the employer - most often this is done verbal.

Work continues only after the danger has been eliminated and there is an explicit instruction from the employer or the supervisor.

The worker is entitled to compensation amounting to gross remuneration for the period during which he did not work. In order for an employer to incur an obligation to pay this compensation, it is necessary for the employee's refusal to perform his work or to suspend its performance on a legal basis because of a serious and imminent danger to his life and health.

VIII. Accidents at work and occupational diseases

Workers are compulsorily insured for occupational illness and accident at work, with contributions paid by employers. For damages due to an accident at work or an occupational disease that caused temporary incapacity for work, permanent disability of 50 and more than 50 percent or death of the employee, the employer shall be liable for property irrespective of whether his body or another employee is guilty of their occurrence.

An accident at work is any sudden injury to health that occurred during and in connection with or in connection with the work performed, as well as any work performed in the interest of the enterprise when it caused temporary incapacity for work, permanent disability or death.

Exceptions: Pathological conditions due to a disease of any nature, including epilepsy, chronic ischemic heart disease (all clinical forms including myocardial infarction), stroke, diabetes mellitus, atherosclerosis, are not considered to be sudden damage to health pressure, mental illness.

In the event of an accident at work, victims or their heirs are entitled to:

- Cash benefits for temporary disability;
- Cash benefits for rehabilitation;
- A personal or survivor's disability pension;
- Cash assistance for prevention and rehabilitation;

• One-time death benefit.

"**Occupational disease**" is a disease that has occurred exclusively or mainly under the influence of the harmful factors of the working environment or the work process on the body and is included in the List of occupational diseases issued by the Council of Ministers on a proposal from the Minister of Health.

A disease not included in the Occupational Disease List may also be recognized as an occupational disease when it is established that it is caused principally and directly by the usual work activity of the insured and has caused permanent disability or death of the insured.

"**Occupational disease**" is also related to its complication and its subsequent consequences.