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The International Comparative Legal Guide to:

Employment & Labour Law 2017

7th Edition

A practical cross-border insight into employment and labour law

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Country Question and Answer Chapters:

EDITORIAL

Welcome to the seventh edition of *The International Comparative Legal Guide to: Employment & Labour Law*.

This guide provides corporate counsel and international practitioners with a comprehensive worldwide legal analysis of labour and employment laws and regulations.

It is divided into two main sections:

Two general chapters. These chapters discuss the implications of Brexit on UK employment law, as well as global employment standards and corporate social responsibility.

Country question and answer chapters. These provide a broad overview of common issues in labour and employment laws and regulations in 35 jurisdictions.

All chapters are written by leading labour and employment lawyers and industry specialists and we are extremely grateful for their excellent contributions.

Special thanks are reserved for the contributing editors Elizabeth Slattery and Jo Broadbent of Hogan Lovells International LLP for their invaluable assistance.

The *International Comparative Legal Guide* series is also available online at www.iclg.co.uk.

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1 Terms and Conditions of Employment

1.1 What are the main sources of employment law?

In Macedonia, the Constitution of the Republic of Macedonia and the Labour Law of Republic of Macedonia mainly govern employment issues.

Further, depending on the area of regulation of labour issues, there are also employment regulations governed by: the Law on employment and insurance against unemployment; the Law on labour inspection; the Law on records in the field of labour; the Law on employment of disabled persons; the Law on holidays of the Republic of Macedonia; the Law on temporary employment agencies; the Law on volunteering; the Law on peaceful settlement of labour disputes; the Law on employment and work of foreigners; the Law on safety and health at work; the Law on minimum wage; and the Law on protection from harassment in the workplace.

For employees working in the public sector, the Law of administrative officers and the Law for employees of the public sector govern their employment.

1.2 What types of worker are protected by employment law? How are different types of worker distinguished?

The Labour Law protects and applies to any natural person that has concluded an employment contract with an employer. The workers protected by the Labour Law are: (i) the worker working for an employer with a headquarters or a representative office in Macedonia, whose work is performed in Macedonia; (ii) the worker whose employer performs the work in Macedonia under an employment contract concluded in accordance with a foreign law; and (iii) the worker whose employer from Macedonia has sent him or her outside to work abroad.

In accordance with the Macedonian regulations, the workers are mainly distinguished in accordance with the type of the contract, which can be an: employment contract with an undefined or defined employment contract time; employment contract with a young person; seasonal employment contract; part- or full-time employment contract; employment contract for performing work from home; employment contract for housekeepers; or an employment contract for business people (management contract).

1.3 Do contracts of employment have to be in writing? If not, do employees have to be provided with specific information in writing?

The employment contract shall be concluded in writing and must be kept in the headquarters of the employer. A copy of the signed contract of employment shall be handed to the employee on the date of signing the employment contract.

1.4 Are any terms implied into contracts of employment?

The Labour Law regulates the mandatory contents of the employment contract. The employment contract shall at least contain: i) information on the parties, their residence or seat; ii) date of entry into employment; iii) job title or data type of work for which the employee concluded the employment contract, with a brief description of the work to be performed under the contract of employment; iv) provisions on the obligation of the employer to inform the employee about risk positions and special professional qualifications or skills or special medical supervision, in accordance with the law, stating the specific risks under the legislation that may result from the work; v) place of work performance; vi) the duration of employment, when the contract was signed for a definite time; vii) provision of whether the worker is employed part- or full-time; viii) provision for daily or weekly regular working hours and allocation of working hours; ix) provision for the amount of the basic salary, which is expressed in the amount of money that goes to the worker to perform the work according to the law, collective agreement or employment contract; x) provision for other benefits belonging to the worker to perform the work according to the law and the collective agreement; xi) provision for annual leave or the manner of determining annual leave; and xii) an indication of the general acts of the employer in which are stated certain conditions of a worker.

1.5 Are any minimum employment terms and conditions set down by law that employers have to observe?

The employers are bound by the regulations on the minimum wage for workers, daily and weekly breaks, annual leave duration, maximum working hours, termination causes and notice periods, working age limitations, overtime payment and limitations, informing procedure and severance payments for redundancies and other issues specifically regulated with the abovementioned sources of the employment law.

1.6 To what extent are terms and conditions of employment agreed through collective bargaining? Does bargaining usually take place at company or industry level?

In Macedonia, collective agreements are concluded on a general level of the Republic and, on the level of a special branch or department of the employer, in accordance to the National Classification of Activities and individual-level employer. On a general level of the Republic, there are the: i) general collective agreement for the private sector of the economy; and ii) general collective agreement for the public sector, as well as other specified collective agreements such as the collective agreement for health workers, construction workers, agricultural and food production workers, etc. Usually in Macedonia, the bargaining of collective agreements takes place at the industry level.

2 Employee Representation and Industrial Relations

2.1 What are the rules relating to trade union recognition?

Workers have the right, at their free choice, to establish trade unions and become members, under the conditions laid down by statute or the rules of that union. Trade unions can constitute confederations or other forms of association in which their interests are connected to a higher level (trade unions at higher levels). *The trade union of a higher level* becomes a legal entity on the day of registration in the Central Register of the Republic of Macedonia, following a previous entry into the register of trade unions or the register of associations of employers. The trade unions are registered in the *Register of Unions*, which is kept in the Ministry responsible for labour affairs. Submitting a request for entry into the register, for which decision from the Ministry is obtained, does the registration.

2.2 What rights do trade unions have?

The trade union is entitled to represent, promote and protect the economic, social and other individual and collective interests of workers on a general level. The unions can constitute confederations or other forms of association in which their interests are connected to a higher level (trade unions and employers' associations on a higher level). In accordance with the law, the unions have the right to associate and cooperate with international organisations established due to the realisation of their rights and interests. The union may collect a registration fee and membership fee with the purchase, gift or any other legal way to acquire property; forced execution can be implemented on movable and immovable property of the union necessary for holding meetings. A member of the union may seek court protection in case of violation of his or her rights under the statute or other rules of the union or association. A worker must not be placed in a less favourable position than other workers because of trade union membership. The trade unions with members employed by a particular employer may appoint or elect one or more union representatives who will advocate the worker's right with that employer. The trade union representatives are entitled to expect the employer to protect and promote the rights and interests of the members. The employer is obliged to provide premises for the activity to the trade union representative of the biggest union. The trade union representative is protected from termination of employment without the union's consent as well as the decrease of salary. The representative trade union is also entitled to negotiate and conclude collective agreements and to initiate a strike in order to protect the rights of the workers.

2.3 Are there any rules governing a trade union's right to take industrial action?

The trade union and its associations at higher levels have the right to call a strike in order to protect economic and social rights of its members from employment. The strike must be announced in writing to the employer or employers' association that it is directed against.

2.4 Are employers required to set up works councils? If so, what are the main rights and responsibilities of such bodies? How are works council representatives chosen/appointed?

In accordance with the regulation in Macedonia, there is no obligation for employers to set up works councils. But, in the case of informing and consulting with the workers, there is an obligation for a privately owned company, public company or other legal entity having more than 50 workers and institutions that have over 20 workers to appoint a representative from the employer to perform the information and the consultation.

2.5 In what circumstances will a works council have co-determination rights, so that an employer is unable to proceed until it has obtained works council agreement to proposals?

The labour regulations do not contain any provisions regarding the matter of co-determination rights of a works council.

2.6 How do the rights of trade unions and works councils interact?

The works council's rights are not determined by the labour regulations. The employer or the representative association of the employers are entitled to negotiate and conclude the collective agreement with the representative union of the workers.

2.7 Are employees entitled to representation at board level?

The employees are not entitled to representation or any attendance at the board level of their employer.

3 Discrimination

3.1 Are employees protected against discrimination? If so, on what grounds is discrimination prohibited?

The employer is prohibited from putting the applicant for a job or a worker in an unequal position because of racial or ethnic origin, colour, sex, age, health condition or disability, religious, political or other beliefs, union membership, national or social origin, family status, economic status, sexual orientation or other personal circumstances. Also, in accordance with the law, women and men must be provided with equal opportunities and equal treatment. The principle of equal treatment implies a ban on direct and/or indirect discrimination.

3.2 What types of discrimination are unlawful and in what circumstances?

The law recognises two types of discrimination: direct and indirect discrimination on the grounds mentioned in question 3.1. These types of discrimination refer to both the job applicant and the worker. Direct discrimination is any conduct motivated by any of the abovementioned grounds by which a person has been placed, or could be put, in a less favourable position than other persons in comparable cases. Indirect discrimination exists when a certain seemingly neutral provision, criterion or practice puts or would put a person at a particular disadvantage compared with other persons, a job applicant or employee for a certain capacity, status, belief or conviction related to the abovementioned grounds.

3.3 Are there any defences to a discrimination claim?

In Macedonia, the burden of proof in a discrimination claim lies with the employer. The employer shall not be held liable if the activities of distinction, exclusion or giving priority in terms of a certain job were done when the nature of work is such, or the work is performed in such conditions, that the characteristics associated with some of the abovementioned grounds are real and decisive conditions for performing the work.

3.4 How do employees enforce their discrimination rights? Can employers settle claims before or after they are initiated?

In the case of discrimination, an employee has two options: (i) to file a claim to the Commission for protection against discrimination; or (ii) to file a claim in front of the Civil Court against the employer. The employee is able to settle the claim both before and after the claim is initiated.

3.5 What remedies are available to employees in successful discrimination claims?

An employee who has succeeded in the discrimination claim is entitled to (i) refuse to participate in actions that violate or may violate the employee's right to equal treatment, i.e. to perform actions that eliminate discrimination or its consequences, (ii) compensation for material and immaterial damage caused by the violation of the rights protected by this law, and (iii) announce to the media any violations of equal treatment at the expense of the defendant.

3.6 Do "atypical" workers (such as those working part-time, on a fixed-term contract or as a temporary agency worker) have any additional protection?

The law does not entitle the atypical workers to any additional protection regarding discrimination in relation to employment. The law provides that in terms of conditions of employment, the workers employed on a fixed-term contract cannot be treated in a less favourable manner than permanent workers solely because they have an employment contract for a definite time, unless different treatment is justified by objective reasons.

4 Maternity and Family Leave Rights

4.1 How long does maternity leave last?

Workers during pregnancy, birth and parenting are entitled to paid leave from work for a period of nine consecutive months. If the worker gives birth to more than one child (i.e. twins, triplets or more), the maternity leave lasts for 15 months.

4.2 What rights, including rights to pay and benefits, does a woman have during maternity leave?

A worker who uses maternity leave for pregnancy, childbirth and parenting, or to take care of a child, is entitled to remuneration. The employee whose employment contract is terminated due to an expiry of the definite time and uses the right of remuneration, due to pregnancy, childbirth and parenting, continues to exercise this right until the expiry of the absence. The employer is banned from terminating the employment agreement of the worker who exercises the right of maternity leave.

4.3 What rights does a woman have upon her return to work from maternity leave?

At the end of the maternity leave, the worker is entitled to return to the same job or, if that is not possible, an adequate position under the terms of the employment contracts. If the worker returns to work before the end of the maternity leave, the worker is entitled to the right of salary by the employer, as well as 50% of the determined remuneration.

Following an absence due to pregnancy, childbirth and parenting, a worker who is breastfeeding, even after she starts working full-time, will be entitled to a paid break during working hours that will last one-and-a-half hours a day. The worker is entitled to the right of additional paid break time for the first year after the birth of her child.

4.4 Do fathers have the right to take paternity leave?

The father is entitled to the right to take paid paternity leave up to seven working days due to the birth of his child. Fathers are entitled to take paternity leave only if the mother does not use the right of the maternity leave.

4.5 Are there any other parental leave rights that employers have to observe?

The employer may not require any data on pregnancy of a worker, unless she herself does not submit the data related to her pregnancy.

In accordance to the law, if the employee performs work during her pregnancy that may adversely affect her health or the health of the child, the employer is obliged to provide her with another job and salary, if it is more favourable for her.

4.6 Are employees entitled to work flexibly if they have responsibility for caring for dependants?

During pregnancy and until the child is one year old, the worker cannot perform overtime or work at night. A worker that has a child from one to three years of age may be ordered to perform overtime

or night work only after prior written consent. A worker who is parent to a child that is seven years of age or younger, or has a seriously ill child or a child with a physical or mental disability, and who lives alone with the child and takes care of their upbringing and protection may be required to perform overtime or work at night only with a prior written consent by the worker. One of the parents of a child with developmental disabilities and special educational needs has the right to work half of the full-time hours if both parents are employed or if the parent is single, based on the findings of the competent medical board, if the child is not placed in institution for social healthcare.

5 Business Sales

5.1 On a business sale (either a share sale or asset transfer) do employees automatically transfer to the buyer?

In the case of a transfer of activities of a company or parts of the company, or in the case of a transfer of tasks or part of them from the employer-carrier to another employer-transferee, the rights and obligations arising from employment completely transfer to the employer-transferee to whom the business is sold. When a company ceases to exist due to the division of the company body, deciding on the division of the company determines which of the new companies established assume the rights and obligations of labour relations to the previous employer. The transfer of the company or parts of the company itself does not give grounds for the dismissal of workers, except dismissals for economic, technical or organisational reasons that require personnel changes.

5.2 What employee rights transfer on a business sale? How does a business sale affect collective agreements?

If the workers are transferred to the employer-transferee, they are entitled to all the rights arising from the labour regulations, as well as their employment agreement. However, it should be noted that before the transfer of the rights and obligations arising from the employment of workers by the employer-carrier and employer-transferee, the transferor and transferee are obligated to inform the unions of this fact and to consult them in order to reach an agreement. The law does not regulate how the business sale affects the collective agreements, but it is required that the unions are informed and consulted in order for an agreement to be reached. This agreement may include the collective agreements' issues and the transfer of the rights and obligations from the agreements to the new employer.

5.3 Are there any information and consultation rights on a business sale? How long does the process typically take and what are the sanctions for failing to inform and consult?

Prior to the transfer of the rights and obligations arising from the employment of workers by the employer-carrier and employer-transferee, the transferor and transferee are obligated to inform the unions of this fact and to consult them in order to reach agreement on: i) the established or proposed date of the transfer; ii) the reasons for such transmission; iii) legal, economic and social implications for workers; and iv) measures envisaged in relation to the workers. Where the transferor or the transferee predict measures relating to their workers, the transferor or transferee shall promptly consult with the representatives of trade unions of its employees in connection with such measures to reach an agreement.

5.4 Can employees be dismissed in connection with a business sale?

The transfer of the company or parts of the company itself does not give grounds for the dismissal of workers, except dismissals for economic, technical or organisational reasons that require personnel changes.

5.5 Are employers free to change terms and conditions of employment in connection with a business sale?

An employer, who has obtained the employment rights of the workers, is obliged to provide all the rights, obligations and responsibilities that the workers had at their previous employer. The new employer is obliged to ensure these rights for at least one year, until the expiration of the employment contract or collective agreement that the obligations on the previous employer.

6 Termination of Employment

6.1 Do employees have to be given notice of termination of their employment? How is the notice period determined?

The worker and employer may terminate the employment contract within the specified statutory or contractual notice period. When the contract is terminated, the parties are obligated to respect the minimum duration of the notice period.

If the employer terminates the employment contract with an individual worker or fewer workers, the notice period is *one month*. The notice period is *two months* in the case of termination of employment of more than 150 employees or 5% of the total number of workers working for the employer prior to the termination of employment. If the employer terminates the employment contract of seasonal workers, the notice period is *seven working days*. The notice period starts on the day after the worker received the decision for termination of the employment contract.

6.2 Can employers require employees to serve a period of "garden leave" during their notice period when the employee remains employed but does not have to attend for work?

The law does not regulate the right of an employer to require an employee to serve a period of "garden leave". For the duration of the notice period, the employer is only obliged to allow the employee leave of four hours during the working week in order to seek another job.

6.3 What protection do employees have against dismissal? In what circumstances is an employee treated as being dismissed? Is consent from a third party required before an employer can dismiss?

The employer may terminate the employment contract only if there is a valid reason for refusal related to the conduct of the employee (personal reason by the employee) for violating the working order and discipline or work obligations (cause of fault), or if the cause

is based on the needs of the operation of the employer (business reason). The law also provides for cases when the employment contract is terminated due to unfounded reasons. According to the law, unfounded reasons for cancellation of the employment contract are: i) membership in a union or worker participation in union activities in accordance with law and collective agreements; ii) the filing of a complaint or participation in proceedings against an employer for the purpose of confirming the breach of contractual and other obligations arising from employment before arbitral, judicial and administrative authorities; iii) approved absence due to illness or injury, pregnancy, birth and parenting, care of a family member and unpaid parental leave; iv) the use of an approved leave of absence and annual leave; v) serving in the military or military exercise; and vi) other cases of suspension of the employment contract stipulated by this law.

In accordance with the Labour Law, the provisions relating to termination of the employment contract shall apply in the case when the employer terminates the employment contract and, at the same time, the employee is also proposed with a new amended employment contract.

As a general rule, according to the law, the employer is not required to obtain any kind of consent from a third party before the employee's contract is terminated. The only exception of this rule in accordance with the Labour Law is the case when the employer wants to terminate the employment contract of the union representative. The employer may terminate the employment contract of the union representative only with prior consent of the union.

6.4 Are there any categories of employees who enjoy special protection against dismissal?

Other than the categories of employees stated in question 6.3, in accordance with the Labour Law, the union representative is protected against dismissal during the whole period of their term of office and at least two years after expiry of their term of office.

6.5 When will an employer be entitled to dismiss for: 1) reasons related to the individual employee; or 2) business related reasons? Are employees entitled to compensation on dismissal and if so how is compensation calculated?

The employer is entitled to dismiss the employee due to reasons related to the individual worker when the worker, because of his behaviour, lack of knowledge or opportunities, or for failure to meet specific conditions set by law, is not capable of performing contractual or other obligations of employment (personal reasons). The employer may terminate the employment contract of a worker for personal reasons only if the worker is provided with the necessary working conditions and is given appropriate instructions, guidelines or a written warning from the employer related to the work claiming that the employer is not satisfied with the manner of the execution of duties, and if the worker does not improve the performance by the deadline set by the employer.

The employer can also dismiss the worker if the worker is no longer needed to perform certain work under the conditions stated in the employment contract due to economic, organisational, technological, structural or similar reasons by the employer (business reasons).

In the case of termination of the employment contract for business reasons, the employer is obliged to pay the worker severance payment, which is determined in a number of net wages that the employer will pay according to the time the worker has spent at work.

6.6 Are there any specific procedures that an employer has to follow in relation to individual dismissals?

Prior to the termination of the contract of employment due to a personal reason, the employer has to issue the worker a warning in a written form for failing to meet obligations and the possibility of termination in the event of further violations of the same.

If the employment contract is terminated, the employer is obligated to state the reasons for the termination, defined by law and the collective agreement, and the employer is required to prove the merits of the cause that justifies the termination and to provide an explanation.

6.7 What claims can an employee bring if he or she is dismissed? What are the remedies for a successful claim?

The worker is entitled to appeal to the management or to the employer against the decision to terminate the employment contract. The complaint shall be filed within eight days from receipt of the decision for the termination of the employment contract. The decision on the appeal is taken within eight days of the filing of the complaint. When no decision is taken on the complaint or when the worker is not satisfied with the decision taken on the complaint, the worker is entitled to take proceedings before a competent court. At the request of the worker, the union can represent workers in opposition proceedings.

6.8 Can employers settle claims before or after they are initiated?

The employer is able to settle the claim with the employee either before or after they are initiated.

6.9 Does an employer have any additional obligations if it is dismissing a number of employees at the same time?

If the employer intends to make a decision on the termination of the employment of a number of workers due to business reasons, or at least 20 employees for a period of 90 days at each termination of employment regardless of the total number of employees by the employer, it shall be considered a collective dismissal due to business reasons. When the employer intends to carry out collective redundancies, the process shall be initiated with consultation with the workers' representatives, at least one month before the collective dismissal. The employer is obligated to provide the representatives with all relevant information before starting consultations to achieve an agreement. After the consultation with the representatives, the employer shall issue a written notice to the office in charge of employment issues regarding the help and services of mediation in employment. This notice shall be issued no later than 30 days prior to the termination of the employment.

6.10 How do employees enforce their rights in relation to mass dismissals and what are the consequences if an employer fails to comply with its obligations?

If the employer fails to fulfil the obligation stated in question 6.9, a fine of 3,000 Euros shall be imposed.

7 Protecting Business Interests Following Termination

7.1 What types of restrictive covenants are recognised?

For the duration of employment, the workers shall not, without the consent of their employer, for themselves or on a third party's account, perform or conclude any deals related to the business of the employer or a competitive or potentially competitive employer. The employer may require compensation of the damage caused by the actions of the worker.

During their employment, if the worker gains technical, production or business knowledge and business relations, the employer and the employee can agree on a provision for prohibition of competitive action after the termination of employment (competitive clause) in the employment contract.

In accordance with the law, the worker is banned from using for their own use or from giving to a third party data considered confidential to the employer. This obligation applies to the worker whose employer determines that the data is confidential, was entrusted with the data, or was aware of it. The worker is responsible for issuing confidential data, if he or she knew or should have known of such capacity of the data.

7.2 When are restrictive covenants enforceable and for what period?

The ban from competition activities for the worker lasts for the whole time during the employment. After the employment, if the employer and the worker have agreed on a competitive clause, the competitive clause can last up to two years after the termination of the employment.

7.3 Do employees have to be provided with financial compensation in return for covenants?

In accordance with the law, in the case when respecting the competition clause prevents the worker from earning a proper income, the employer shall, for the time that the worker is respecting the prohibition, pay cash compensation to the worker. The compensation for respecting the competitive prohibition must be determined in the employment contract, and shall be at least half of the average salary of the worker for the last three months prior to the termination of the employment contract.

7.4 How are restrictive covenants enforced?

If the worker fails to comply with the ban of competition activities, fails to keep the data confidential, or does not respect the competition clause for the agreed period after the termination of the employment, the employer is entitled to claim damages for the worker's actions in court.

8 Data Protection and Employee Privacy

8.1 How do employee data protection rights affect the employment relationship? Can an employer transfer employee data freely to other countries?

The personal data of workers may be collected, processed, used and delivered to third parties if this is necessary for exercising the rights and obligations of the employment relationship or related to employment. The personal data of workers, whose collection no longer has a legal basis, must be immediately removed and ceased of use.

The law does not regulate the right of a transfer of an employee's data freely to other countries by an employer.

8.2 Do employees have a right to obtain copies of any personal information that is held by their employer?

The personal data of workers may be collected, processed, used and delivered to third parties by the employer, or by the person employed by the employer and who is specifically authorised.

8.3 Are employers entitled to carry out pre-employment checks on prospective employees (such as criminal record checks)?

In accordance with the law, the employer at the time of conclusion of the employment contract shall not require from the candidate for employment data on family or marital status or information related to family planning. The employer is also banned from asking the candidate for employment to submit documents and other evidence that are not directly related to employment. Furthermore, the candidate is not obliged to answer questions that are not directly related to employment.

8.4 Are employers entitled to monitor an employee's emails, telephone calls or use of an employer's computer system?

In the Labour Act of Macedonia, there is a general provision stating that the employer is obliged to protect and respect the personality and dignity of the employee, as well as to take care and protect the privacy of the employee. The law does not specifically state the ban of the employer to monitor the employee's communications, but these acts can be considered as acting against the obligation for protection of the personality and dignity of the employee.

8.5 Can an employer control an employee's use of social media in or outside the workplace?

The law does not directly regulate if the employer can control an employee's use of social media in or outside the workplace, but the employer is entitled to ban the use of the social media during working hours or even ban the employee from accessing social media on the employer's computers. However, the employer is not entitled to ban the use of the social media outside of the workplace and after working hours.

9 Court Practice and Procedure

9.1 Which courts or tribunals have jurisdiction to hear employment-related complaints and what is their composition?

In accordance with the Law on Courts of Macedonia, the competent court for labour disputes in Macedonia is the Court of First Instance. The Appellate Court shall be competent after appeal on the decision of the Court of First Instance. If the criteria are met, the dispute can finally be taken in front of the Superior Court.

9.2 What procedure applies to employment-related complaints? Is conciliation mandatory before a complaint can proceed? Does an employee have to pay a fee to submit a claim?

For employment-related complaints in Macedonia, Civil Procedure is applied. The conciliation is not mandatory before a complaint can proceed. The employee is obligated to pay a fee to submit a claim in front of the Court that is related to the amount of compensation that is claimed.

9.3 How long do employment-related complaints typically take to be decided?

In proceedings of labour disputes, the procedure before the Court of First Instance must be completed within six months from the date of filing the claim. In proceedings regarding labour disputes, the Appellate Court shall decide on the appeal filed against the decision of the Court of First Instance within 30 days of receipt of the application or within two months if before the Appellate Court to hold a hearing.

9.4 Is it possible to appeal against a first instance decision and if so how long do such appeals usually take?

If the criteria related to the civil procedure are met, the decision of the First Instance Court can be appealed in front of the Appellate Court.

In proceedings of labour disputes, the Appellate Court shall decide on the appeal filed against the decision of the Court of First Instance within 30 days of receipt of the application or within two months if before the Appellate Court to hold a hearing.

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Emilija Kelesoska Sholjakovska is one of the founders of Debarliev, Dameski & Kelesoska Attorneys at Law. Employment legislation, intellectual property, electronic communications, competition, corporate law, taxation and M&A are her most valued areas of expertise.

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In 1999, Emilija Kelesoska Sholjakovska was admitted to the Macedonian Bar Association, and since 2001 has been a member of the Bureau for Protection on Industrial Property Rights. She is also a member of the International Advocates Union (UIA) and the International Bar Association (IBA).

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