

Pursuant to Article 32, paragraph 5, of the Constitution of the Republic of Macedonia and Articles 204, 205, 206, paragraph 2, and 210, paragraph 1, of the Labour Relations Act (*Official Gazette of the Republic of Macedonia*, no. 62/05) and the Act to Amend and Supplement the Labour Relations Act (*Official Gazette of the Republic of Macedonia*, nos 106/08 and 161/08), on 10 July 2009 the Union of Trade Unions of Macedonia and the Employers' Organisation of Macedonia concluded the following

GENERAL COLLECTIVE AGREEMENT for Commerce of the Republic of Macedonia

I – GENERAL PROVISIONS

Article 1

This Collective Agreement regulates and supplements, in keeping with the law and other regulations, the rights, obligations and responsibility of the parties to this Agreement in particular the conclusion, contents and termination of the contract of employment and other labour relations issues and issues related to labour relations, in the economy of the Republic of Macedonia, as well as the manner and procedure of the implementation of rights and obligations of the employment relationship and the manner and procedure in dispute resolution.

Article 2

This Collective Agreement shall be implemented directly and shall be binding for all workers and employers on whose behalf it has been concluded.

Article 3

Branch collective agreements or employers' collective agreements may determine other rights and obligations in addition to those determined by the law and this Collective Agreement.

Branch collective agreements or employers' collective agreements may determine greater rights to workers than those determined by the law and this Collective Agreement.

1. Prohibition of Discrimination

Article 4

If discriminated against, the worker shall have the right to claim compensation to the amount of five net wages.

The basis for the calculation of the compensation shall be the average net wage in the Republic of Macedonia paid for the month preceding the establishment of the discrimination.

II – CONTRACT OF EMPLOYMENT

Article 5

An employment relationship between a worker and an employer shall be concluded with the signing of a contract of employment.

Article 6

A worker shall be justified in being absent from work and not commencing his work on the date determined in the worker's contract of employment in case:

- of illness;
- of death of a closely-related relative;
- of natural disasters (fire, flood, and so forth); and
- of other events set out a collective agreement or contract of employment

1. Particular Conditions for Entering an Employment Relationship

Article 7

Specific employment requirements may be laid down only if such requirements are needed for work in a specific workplace.

The following may be considered specific employment requirements: qualifications, work experience, particular state of health, mental and physical capabilities as well as other specific requirements set out in branch collective agreements or employers' collective agreements or in an employer's document.

III – WORKERS OBLIGATIONS

Article 8

On the basis of the employer's written document the worker shall also carry out duties that are not set out in his contract of employment but that fall within the worker's qualifications only in if:

- there is a need to replace a temporarily absent worker;
- the scope of work has increased;
- the worker is occupying a workplace with a reduced scope of work;
- a natural disaster has occurred or is imminent;
- there is a need to complete a process that is underway which, if interrupted, given the nature and technology of the work, would cause material losses;
- it is necessary to prevent the waste of raw material and material, to repair equipment and the means of work;
- it is necessary to complete urgent work and work that cannot be postponed;

- it is necessary to eliminate and prevent the consequences of natural disasters or of other accidents; and
- in other cases set out in a collective agreement.

If the worker carries out other work than that set out in the worker's contract of employment, the worker shall be entitled to the same wages of his workplace or to wages that are more favourable to the worker.

IV – WORK ON PROBATION, APPRENTICESHIPS AND VOLUNTEER WORK

Article 9

In concluding a contract of employment the worker and the employer may agree to work on probation.

The length of work on probation for certain work duties shall be as follows:

- for work in work complexity groups 1 to 3, not longer than two months;
- for work in work complexity groups 4 to 5, not longer than four months;
- for work in work complexity groups 6 to 9, not longer than six months.

The employer shall determine the execution and assessment of work on probation.

Article 10

The manner in which apprenticeship is organised and carried out shall be determined in branch collective agreements and employer's collective agreements, unless otherwise determined by another law.

Article 11

A contract on volunteer work may grant the volunteer an entitlement to remuneration for travel expenses and cost of meals.

V – TERMINATION OF CONTRACT OF EMPLOYMENT

1. Termination of Contract of Employment by the Employer

1.1 Termination of Contract of Employment for Personal Reasons or for Reasons of Omission

Article 12

Branch collective agreements shall regulate the instances due to which a contract of employment shall be terminated such as: lack of knowledge or capabilities, failure to meet the specific conditions set out by law, the violation of work order and discipline and the worker's failure of meet his work obligations.

1.2 Termination of Contract of Employment for Economic, Organisational, Technologic, Structural and other Similar Reasons – Business Reasons

Article 13

Employer's collective agreements shall regulate the criteria with respect to the profile of workers whose employment shall be terminated with the employer due to economic, organisational, technologic, structural or other similar reasons – business reasons.

2. Termination of Contract of Employment by the Worker

Article 14

If there is a termination pursuant to Article 100 of the Labour Relations Act, the worker shall be entitled to severance allowance to the amount determined in keeping with Article 97 of the Labour Relations Act and to indemnity that shall not be less than the worker's net pay during the period of notice.

VI – WAGES AND REMUNERATION

1. Wages

Article 15

The worker shall be entitled to wages.

The wages of a worker with normal hours of work and normal work output shall not be less than the lowest wages regulated by branch collective agreements.

Wages shall comprise the following:

- the basic wage;
- performance related pay; and
- other remuneration.

1.1 Basic Wage

Article 16

The basic wage shall be determined in keeping with the requirements of the workplace (qualifications, acquired training and skills, work complexity and responsibility of the workplace) and shall be calculated by multiplying the lowest wage by the coefficient of work complexity of a specific group of activities to which the worker's workplace belongs under the contract of employment.

A basic wage shall be the lowest wage for a specific level of work and work complexity.

Article 17

The lowest wage for the lowest level of work complexity shall be determined by branch collective agreements.

The lowest wage shall be determined and published annually by the signatories to the branch collective agreements.

In determining the lowest wages the following factors in particular shall be taken into consideration: living expenses, economic opportunities, general level of wages per activity, the level of productivity, economic viability, social contributions and other economic and social factors.

The lowest wage shall be harmonised with the cumulative increase in living expenses in December of the previous year in keeping with data of the State Institute for Statistics and shall be valid as of that period.

The lowest wage for the lowest level of work complexity shall be published by the signatories of a collective agreement after every harmonisation process.

Article 18

An employer that encounters difficulties in the work process, in keeping with an established programme aimed at overcoming the encountered difficulties, may decrease the lowest wage but such a decrease shall not be more than 20% and shall not last for more than six months.

Branch collective agreements may identify other objective circumstances that significantly interfere with the process of production due to which a decrease may be greater than that set out under paragraph 1 of this Article.

The employer shall pay the workers the difference in wages between the lowest wage for a specific level of work complexity and the decrease in the wages paid under paragraphs 1 and 2 of this Article within six months of having overcome the difficulties.

Article 19

Activities and workplaces shall be grouped by work complexity as follows:

Group		Work Complexity
1.	Simple, repetitive and different duties	1.00
2.	Less complex, repetitive and different duties	1.20
3.	Complex, varied, repetitive duties with occasional new duties	1.30
4.	More complex, varied duties requiring independent work and initiative	1.50
5.	More complex, varied duties requiring a lot of independent work and initiative	1.70

6.	Significantly complex duties requiring independent work and initiative	1.90
7.	Extremely complex duties requiring significant independence, creativity and initiative	2.30
8.	Extremely significant duties requiring significant independence, creativity, initiative and specialisation	2.70
9.	Most complex, specialised, creative and independent duties	3.00

Article 20

Branch collective agreements and employers' collective agreements may also determine additional groups of more complex duties for specific workplaces.

Assignment to workplaces by work complexity shall be determined in the Collective Agreement or employer's document.

1.2 Performance Related Pay

Article 21

Performance related pay shall be determined on the basis of the following criteria: exercise of reasonable care, scope of work, quality, creativity and inventiveness, productivity, rationality and savings in the work process, efficiency and rational use of means of work and hours of work, and other criteria determined by branch collective agreements or employers' collective agreements.

Individuals or group of workers are evaluated and assessed for their work performance in keeping with established criteria and measures about which the worker is informed prior to commencing work.

The work performance of a worker is evaluated or assessed by the worker who supervises the worker and who organises the work process.

If the worker fails to achieve work results for reasons not of his making (power cuts or shortages of other energies, machine breakdowns, shortages of raw materials or other objective reasons set out in the employer's collective agreement) the worker shall be entitled to the basic wage.

Article 22

If 50% of workers fail to meet the established norms and standards, the trade union may initiate their re-assessment.

1.3. Other Remuneration

Article 23

The worker's basic wage shall be increased if the worker works under more difficult conditions than what is normal for a specific workplace, in particular if the worker:

- carries out work duties during which the worker is exposed to hazardous substances (smoke, soot, hot ashes, dust, humidity, high or low temperatures, noise, blaring artificial light, dark rooms or rooms with an inappropriate colour of light);
- carries out work duties during which, in keeping with the regulations, the worker uses protective equipment such as: protective clothing, gas masks, dust proof masks, ventilating equipment or other protective equipment;
- carries out duties during which the worker is exposed to specific hazards (fire, water, explosions);

Branch collective agreements or employers' collective agreements shall set out the more difficult conditions of work than the normal conditions of work for specific workplaces and the amount of increase in remuneration on this basis shall not depend on the amount of the worker's wage but shall be the same amount for all workers who carry out work in such more difficult conditions of work.

Remuneration for the more difficult conditions of work than the normal conditions of work for specific workplaces shall be determined in the employer's collective agreement and following a particular methodology.

Article 24

The worker's basic wage shall be increased per hour for:

- | | |
|--|-----|
| - overtime work by | 35% |
| - night work by | 35% |
| - work in three shifts by | 5% |
| - work on days of weekly rest by | 50% |

For work performed on public holidays and days of rest that are prescribed by law, the worker shall be entitled to remuneration for the days that are his days of rest and shall be paid wages increased by 50% for the hours he has worked.

Remunerations are not mutually exclusive.

The worker shall be entitled to an increase in his wage for work in three shifts only for the hours of work performed in the shift.

Article 25

The worker's basic wage shall be increased by 0.5% for every year of service.

Article 26

If the employer has not organised meals for the workers during their hours of work or if the employer does not provide transport to the workplace, the employer may increase the worker's wage for an amount that shall be determined in agreement with the trade union.

2. Remuneration for Business Success

Article 27

The worker may also be paid on the basis of the business success of the employer.

3. Compensation of Wages

Article 28

The employer shall pay the worker compensation for his wage for:

- sick leave – for the period of the worker's temporary incapacity for work;
- annual leave;
- paid extraordinary leave;
- the period during which the work process has been interrupted through an omission of the employer;
- public holidays and days of rest prescribed by the law or other regulations;
- days-off work;
- supplementary education, training and retraining and supplementary training for the needs of the employer;
- trade union training in agreement with the employer;
- the notice period; and
- in other cases determined by branch collective agreements or employers' collective agreements.

In the cases referred to in the preceding paragraph, the worker shall be entitled to compensation for his wage to the amount of his average wage in the preceding 12 months, unless otherwise regulated by the law.

If the worker was not paid wages in that period he shall be entitled to compensation to the amount of the lowest wage.

Article 29

The worker shall be entitled to compensation for contribution to inventions, rationalisation and other forms of creativity for the needs of the employer when this is determined in the contract signed between the worker and the employer.

Article 30

For work as an apprentice the worker shall be entitled to a wage not less than 70% of the lowest wage for a specific level of work complexity established for the workplace for which the worker is being trained.

Article 31

For the period of incapacity for work up to 7 days the worker shall be entitled to compensation of wages up to 70%; up to 5 days, starting from the first day of sick leave, to 80% compensation, and for more than 15 days and for all following days to 90% compensation of the average net wage determined by law.

Article 32

For the period of interruption of the work process, the worker shall be entitled to a compensation to the amount of 70% of the worker's wage for a period of three months in the current year.

Article 33

A work-related invalid shall be entitled to specific care and entitlements in keeping with the regulations of the pension and invalidity insurance pursuant to branch collective agreements and employers' collective agreements.

Article 34

In case of a strike organised because of a violation of workers' rights that are determined by law, a collective agreement or contract of employment for: non-payment of three preceding wages, non-payment of contributions and compensations, failure to sign the collective agreement or to ensure working conditions, the employer shall pay the worker compensation for the worker's wages to the amount of 60% of the basic worker's wage for five working days.

The worker can claim his entitlement to compensation of wages only if the legitimacy of the strike is in keeping with the enactments of the relevant trade union or if it is legitimised by the relevant trade union.

4. Work-related Allowances

Article 35

A worker shall be entitled to the following work-related allowances determined by law and the collective agreement:

- a daily subsistence allowance for business travel in the country to the amount of 8% of the average net wage;
- a daily allowance for business travel abroad in keeping with the Decree on Expenses for Business Travel and for Moving Abroad approved by the administrative organ under current expenses;
- a field work allowance depending on the working conditions provided in the field (accommodation, food, etc.) to the amount determined by the branch collective agreement or the employer's collective agreement;
- a family separation allowance to the amount determined by the branch collective agreement or employer's collective agreement but not less than 60% of the average net wage;
- the family separation allowance is paid when the worker is assigned to or posted to a workplace outside the seat of the company or outside his place of residence;
- an allowance for the use of the worker's vehicle for the needs of the employer to the amount of 30% of the price of one litre of fuel consumed by the vehicle for every recorded kilometre;
- a moving allowance for a move for the needs of the employer to the amount of the actual expenses incurred;
- branch collective agreements shall determine the annual leave allowance and end of year allowance;

In addition to the allowances referred to in paragraph 1 of this Article the following allowances shall also be paid out in keeping with the collective agreement:

- in case of the worker's death the worker's family shall be paid an allowance of up to three average net wages;
- in case of the death of a household member the worker shall be paid an allowance of up to two average net wages;
- in case of serious consequences of natural disasters the worker shall be paid not less than one average net wage;
- in case of an accident at work or occupational disease of a duration of more than six months of continuous sick leave the worker shall be paid an allowance of one average basic wage;

- as a length of service award the worker shall receive an allowance of one average net wage – for at least 10 years of service with the same employer;
- upon retirement the worker shall be paid a severance allowance of not less than two average net wages;

The average net wage paid as allowance to the worker shall be the monthly average net wage in the Republic of Macedonia paid to a worker for the preceding three months.

The employer may pay for and organise the transport for workers to and from the workplace and may pay for their meals during the hours of work. The cost of meals may not exceed 20% of the average net wage per worker paid in the preceding year and the cost of transport shall be to the amount of the actual costs of public transport.

The worker shall be paid other allowances as well in keeping with branch collective agreements or employers' collective agreements.

VII – HOURS OF WORK

Article 36

The start, schedule and end of the hours of work shall be determined by the employer or the employer's organ in keeping with the law, enactment of the state administration organ in the relevant field, branch collective agreements or employers' collective agreements.

The employer's collective agreement shall determine the extremely difficult working conditions of a workplace for which less than 40 hours of work a week shall be considered normal hours of work but this shall not be less than 36 hours of work a week.

The employer's collective agreement may determine less than 36 hours of work a week for workplaces with a significant danger of accidents or occupational diseases.

Article 37

Branch collective agreement or employers' collective agreements determine situations in which the worker shall have to work longer hours of work (overtime) at the request of the employer.

VIII – BREAKS AND REST PERIODS

1. Possibility to Determine Varying Hours of Work in a Collective Agreement

Article 38

Branch collective agreements or employers' collective agreements shall determine limits to the work duties for workers who work at night and the average minimum duration of daily and weekly rests for work in shifts.

2. Mandatory Temporary Leave

Article 39

Branch collective agreements or employers' collective agreements shall determine the reasons, conditions and procedure for the introduction of mandatory temporary leave.

3. Determination of Length of Annual Leave

Article 40

The worker shall be entitled to not less than 20 to 26 work days of annual leave in one calendar year.

The length of a worker's annual leave shall be determined on the basis of the following:

1. the length of service;
2. the work complexity of the workplace;
3. the conditions of work;
4. the worker's health; and
5. for workers younger than 18 years of age.

If a worker, on the basis of the criteria under this Article, is entitled to more than the maximum of annual leave, the worker shall be entitled only to 26 work days.

The length of annual leave accumulated under items 4 and 5 of paragraph 2 of this Article may exceed 26 work days.

Branch collective agreements and employers' collective agreements may determine also other criteria for determining the length of annual leave.

Article 41

Branch collective agreements shall determine more than 26 work days of annual leave for workers who work under extremely difficult working conditions.

4. Paid Leave

Article 42

The worker shall be entitled to paid leave for personal or family reasons of up to 7 work days annually in the following cases:

– for marriage	3 days
– for marriage of child	2 days
– for the birth or adoption of a child	2 days
– for the death of the spouse or child	5 days
– for the death of a parent, brother or sister	2 days
– for the death of a parent of the spouse	2 days
– for the death of a grandparent	1 day
– to sit for a qualification or other examination for the needs of the employer up to	3 days
– For a natural disaster up to	3 days

Absence from work in the cases listed under paragraph 1 shall be approved and shall be used on the days of the duration of the situation for which leave has been approved regardless of the requirements of the work process.

Article 43

The worker may take unpaid leave of absence during which he shall not be entitled to any contributions on his wage for a period not in excess of three months in the following cases:

- to care for a family member;
- to build or repair his house or apartment;
- to participate in cultural or sports events;
- to participate in congresses, conferences, and so forth;
- for medical treatment at his own expense;
- in other cases determined by branch collective agreements or employers' collective agreements.

The employer or a person authorised by the employer shall take the decision on the absence referred to in paragraph 1 of this Article in keeping with the needs of the work process.

IX – COMPENSATION FOR DAMAGES

Article 44

The employer's collective agreement shall determine cases in which the worker is deemed to be exposed to hazards, the amount of a lump sum indemnity, and the manner and conditions under which the indemnity may be decreased or when there can be an exemption from indemnity.

X – SETTLEMENT OF INDIVIDUAL AND COLLECTIVE LABOUR RELATED DISPUTES

Article 45

An individual labour related dispute is a dispute on the implementation of the worker's rights prescribed by law, a collective agreement and contract of employment.

Collective labour related disputes are disputes regarding the concluding, amending, supplementing and implementing of a collective agreement, the right of association in trade unions and the right to strike.

Article 46

Disputes shall not be settled through mutual agreement but shall be settled through conciliation or arbitration.

Conciliation is a process in which an independent third party, appointed by the parties to the dispute, assists the parties to the dispute to find a settlement to the dispute.

Arbitration is a process of dispute settlement between the parties to the dispute by a third party that is appointed by the parties to the dispute and that takes a decision on the settlement of the dispute.

Article 47

The parties to the dispute shall appoint conciliators or arbitrators from the List of Conciliators and Arbitrators established by the parties.

Parties to the dispute shall determine jointly the third member for the conciliation or arbitration procedure.

1. Conciliation Procedure (Conciliation Council)

Article 48

Individual and collective labour related disputes may be settled through conciliation before a separate Conciliation Council.

A conciliation procedure is instituted at the proposal of either of the parties not later than five days following the beginning of the dispute when the initiator of the conciliation procedure presents the contents of the disputed relations.

Upon receipt of the proposal the other party shall respond within three days.

The parties to the dispute propose their respective member to the Conciliation Council and they appoint jointly the third member of the Conciliation Council from the List of Conciliators.

The conciliator shall chair the Conciliation Council and shall assist the parties to the dispute to settle the dispute.

If the other party fails to respond to the proposal, to appoint a member to the Conciliation Council, to identify a conciliator or fails to reach an agreement on the settlement of the dispute, the conciliation procedure shall be suspended.

Article 49

The parties to the dispute shall terminate the conciliation procedure within 15 days as of the filing date of the proposal for conciliation proceedings.

The agreement reached through conciliation proceedings shall be in writing and shall be binding for the parties to the dispute.

Article 50

An employer's collective agreement may provide supplementary provisions on the forming of a separate Conciliation Council and on proceedings for the settlement of individual and collective labour related disputes.

2. Arbitration Procedure

Article 51

In case of a collective labour related dispute a party to the dispute may file a proposal for the institution of arbitration proceedings within 8 days of the day the dispute arose or of the day of suspension of conciliation proceedings.

Arbitration may be conducted by one or more arbitrators.

The parties to a dispute shall appoint jointly an arbitrator or arbitrators from the List of Arbitrators.

The arbitrator shall schedule negotiations within 5 days of the receipt of the proposal.

The authorised representatives of the parties to the dispute shall be summoned to the negotiations.

The decision of the arbitrator is final and executive for the parties to the dispute.

Arbitration proceedings shall be terminated within 15 days as of the day the dispute has arisen.

XI – INFORMING THE WORKERS

Article 52

The employer shall ensure that the workers are informed not less than once a year or when the need thereof arises about issues relevant to their economic and financial situation.

Information shall be disseminated in a manner that is appropriate to the kind of information that has to be transmitted and may be relevant to all or a certain group of workers.

The information may be written or verbal and shall be provided by authorised representatives.

XII – TRAINING AND EDUCATION OF WORKERS

Article 53

The programme, duration, rights and obligations of the parties to the contract with regard to education, supplementary education and training of workers for the needs of the employer shall be determined by a collective agreement or an employer's document.

XIII – CONDITIONS FOR THE WORK OF THE TRADE UNION

Article 54

The employer shall provide conditions for trade union activities aimed at the implementation of the rights of workers in a labour relationship as determined by the law and collective agreement.

Trade union activities that are in keeping with paragraph 1 of this Article shall not be prohibited by an employer's document.

Article 55

At the request of the trade union, the employer shall provide data and information on those issues that directly affect the material and social position of the members of the trade union (the workers) and shall review the opinions and proposals of the trade union during the process of decision taking and solution finding regarding the material and social position of the workers and the implementation of the workers' rights.

A trade union representative shall have free access to communication with the employer or the employer's representative and to all workers in the undertaking when this is necessary for the execution of the trade union's function.

The employer shall ensure that the authorised trade union representative, who is employed with the employer, can communicate and carry out his trade union activities freely.

Article 56

In keeping with the decision of the trade union, the employer shall calculate and pay the trade union membership fees from the workers' net wages.

The employer shall provide expert, administrative and technical conditions for the work and carrying out of the functions of the trade union.

Article 57

A trade union representative shall enjoy specific protection and shall not be called to account nor be placed into a less favourable position, including the termination of his labour relationship, unless he has committed a crime or caused significant material damage to the employer.

Trade union representatives shall be officials in the trade union who are employed with the employer and who carry out their functions on a voluntary basis.

The trade union representative shall enjoy special protection during his mandate and two years upon termination of his mandate.

Article 58

The trade union representative:

- shall not be sent on mandatory temporary leave;
- shall not be assigned to another post without his consent;
- shall not have his labour relationship terminated for business reasons.

Article 59

The trade union shall take the decision on the number of trade union representatives who shall have protection: members of the executive board of the basic organisation and the elected representatives in the higher trade union bodies.

Article 60

The employer shall enable the trade union representative to be absent from work with pay in order to carry out his trade union functions efficiently and for the representative's union education and training.

The manner, time and conditions under which the trade union representative is relieved of his work duties shall be determined in branch collective agreements or employers' collective agreements.

Article 61

An elected trade union representative or a trade union representative who has been appointed to a trade union organ, the functions of which necessitate a temporary suspension of work at his employer's workplace, shall be entitled, within five days, to take up his

workplace, at the appropriate level of qualification required, with his employer and this shall be concluded in a special agreement with the employer.

XIV – PROTECTION OF WORKERS’ RIGHTS

Article 62

If a worker submits a request to the employer to remove a violation of the worker’s right determined by the law, collective agreement or contract of employment or a request to implement such a right, the employer shall cooperate with the trade union representatives to settle the dispute that has arisen.

Article 63

The worker shall have the right to be present at the proceedings before the organ that decides on the filed request in the second instance and to be represented by the trade union.

The worker who is absent from work in order to be present at the proceedings being conducted before the organ referred to in paragraph 1 of this Article shall be considered to be present at his workplace and his wages shall not be decreased on this basis.

XV – AMENDMENTS, SUPPLEMENTS, INTERPRETATION AND MONITORING OF IMPLEMENTATION OF THE COLLECTIVE AGREEMENT

1. Amendments and Supplements to the Collective Agreement

Article 64

Any participant may propose amendments and supplements to this Collective Agreement.

A proposal to amend and supplement this Collective Agreement shall be submitted in writing to the other participant who shall respond to such a proposal within 30 days.

If the other participant does not accept or fails to give his opinion on the proposal within the time limit set out under paragraph 2 of this Article, the participant – proposal initiator may institute consensus proceedings.

Article 65

Consensus proceedings shall be instituted at the request of one of the participants in the Collective Agreement and shall be concluded within 60 days as of the filing date of the request.

A Consensus Commission shall be established within 10 days as of the filing date of the request for consensus.

Each participant shall appoint two members to the Consensus Commission.

The Commission members shall jointly appoint a chairman.

The consensus reached by the participants shall be in writing.

The participants shall be bound to amend and supplement the Collective Agreement in keeping with the consensus reached.

2. Monitoring the Implementation of the Collective Agreement

Article 66

The participants shall form a Commission to monitor the implementation of the Collective Agreement.

Any participant in this Collective Agreement shall appoint up to three members to the Commission referred to in paragraph 1 of this Article within 30 days as of the conclusion date of this Collective Agreement.

3. Interpretation of the Collective Agreement

Article 67

The Commission referred to in Article 66 of this Collective Agreement shall interpret the provisions of this Collective Agreement.

XVI – PROCEDURE FOR THE SUSPENSION OF THE COLLECTIVE AGREEMENT

Article 68

This Collective Agreement may be suspended three months prior to the expiry of its validity.

This Collective Agreement shall be suspended in writing and a reasoned statement regarding its suspension shall be provided.

Following the proposal for the suspension of the Collective Agreement, the other party shall respond or initiate negotiation proceedings not later than 15 days as of the receipt date of the submission on suspension.

Article 69

If the party does not respond within the time limit set out under Article 67, paragraph 3, the Collective Agreement shall be extended for not more than 3 months as of the receipt date of the written suspension.

XVII – TRANSITORY AND FINAL PROVISIONS

Article 70

This Collective Agreement shall be concluded for a duration of two years.

The validity of this Collective Agreement shall be extended if the parties conclude an agreement thereof not later than 30 days prior to the date of expiry of the validity of the Collective Agreement.

Article 71

This Collective Agreement and any amendment or supplement to it, as well as its suspension shall be filed for registration with the Ministry of Labour and Social Policy, prior to their publication in the *Official Gazette of the Republic of Macedonia*.

Article 72

This Collective Agreement shall enter into force on the date of its conclusion and shall be implemented on the date of its publication in the *Official Gazette of the Republic of Macedonia*.

Skopje, 10 July 2009

EMPLOYERS' ORGANISATION OF
MACEDONIA
President
Dimitar Stojanovski

UNION OF TRADE UNIONS OF
MACEDONIA
President
Vančo Muratovski