

GLOBALG.A.P. Risk-Assessment on Social Practice (GRASP)

GRASP Module – Interpretation for Bulgaria

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English Version

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Control Point	Compliance Criteria	Interpretation for Bulgaria
EMPLOYEES' REPRESENTATIVE(S)		
1	<p>Is there at least one employee or an employees' council to represent the interests of the staff to the management through regular meetings where labor issues are addressed?</p>	<p>Documentation is available which demonstrates that a clearly identified, named employees' representative(s) or an employees' council representing the interests of the employees to the management is elected or in exceptional cases nominated by all employees and recognised by the management. The election or nomination takes place in the ongoing year or production period and is communicated to all employees. The employees' representative(s) shall be aware of his/her/their role and rights and be able to discuss complaints and suggestions with the management. Meetings between employees' representative(s) and the management occur at accurate frequency. The dialogue taking place in such meetings is duly documented.</p> <p>For GRASP compliance, in addition to the local law, the farm shall have a representative or a form of representation when the farm has more than 1 employee (employee concept is defined in section 9.2 of the GRASP General Rules).</p> <p>Any producer with minimum of one (1) employee shall have a form of employees' representation that can be applied to meet the GRASP requirements as indicated in the different control points with respect to the employees' representative (ER). The ER or in alternative scenarios, the person (people) responsible for the system of representation shall be present during the assessment.</p> <p>This form or representation could take any form (could be a person, group of people, several temporarily appointed people, etc.) as long as:</p> <ul style="list-style-type: none"> • It is independent from management • It is decided by the employees • It is communicated to the employees • It is recognized by the employees <p>The law in Bulgaria recognizes the following employee representations:</p> <ul style="list-style-type: none"> - Trade Unions Representatives - General Meeting of employees - Workers Committees - Social and Economic representatives - Other <p>Any official form of representation must be registered by the authorities and evidence of it must be presented to the auditor. With this evidence, auditor will accept variations in the requirements of those indicated in CP1.</p> <p>Committees on working conditions can be accepted as long as the workers representatives accept to take the roles indicates in GRASP. This must be documented to the auditor.</p> <p>The rules for the general meetings of workers and employees, including the procedure for these meetings, are legally defined in the Labour Code, article 6.</p>

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		<p>The rules for setting up Committees on working conditions (resp. Working conditions groups, depending on the number of the employees) regarding occupational health and safety issues are defined in articles 27, 28 and 29 of the Health and Safety at Work Act.</p> <p>Other types of employee representation when it is impossible to carry out elections or nominations for an employee representative:</p> <ul style="list-style-type: none"> - Workers may represent themselves in front of the employer about all current GRASP requirements. - Regular meetings between workers and employer for discussion of current GRASP requirements. - Other <p>Evidence of alternative form of representation when no employee representative is elected/nominated:</p> <ul style="list-style-type: none"> - Protocols of meetings with specified topics of discussion; - Interview in which both parties confirm to have held a meeting and to have discussed all GRASP related topics. <p>Compliant, if:</p> <ul style="list-style-type: none"> - the employees' representative(s) is elected according to the requirements of the Labour Code, article 6; - written Protocols of General meeting, stating the names of the employees' representative(s) is available and signed of more than 50% of the employees; - the employees' representative(s) shall be elected by at least 2/3 of the employees; - the employees' representative(s) for labour issues is/are elected for a term of one to three years; - the employees' representative(s) for occupational health and safety issues is/are elected for a term of four years; <p>The employees' representative(s) has the right to require meetings with the employer in cases when it is necessary to inform him/her about questions asked by the employees.</p> <p>See Annex 1 for further information.</p>
COMPLAINT PROCEDURE		

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2	Is there a complaint and suggestion procedure available and implemented in the company through which employees can make a complaint or suggestion?	A complaint and suggestion procedure appropriate to the size of the company exists. The employees are regularly informed about its existence, complaints and suggestions can be made without being penalized and are discussed in meetings between the employees' representative(s) and the management. The procedure specifies a time frame to answer complaints and suggestions and take corrective actions. Complaints, suggestions and follow-up solutions from the last 24 months are documented.	<p>The complaint procedure according to CPCC IFA AF 8.1. shall include personnel-related matters, concerning complaints and suggestions to management.</p> <p>A system must be accessible in all workers languages and/or consider lack of ability to read or write.</p>
SELF-DECLARATION ON GOOD SOCIAL PRACTICES			
3	Has a self-declaration on good social practice regarding human rights been signed by the management and the employees' representative and has this been communicated to the employees?	The management and the employees' representative(s) have signed, displayed and put in practice a self-declaration assuring good social practice and human rights of all employees. This declaration contains at least commitment to the ILO core labor conventions (ILO Conventions 111 on discrimination, 138 and 182 on minimum age and child labor, 29 and 105 on forced labor, 87 on freedom of association, 98 on the right to organize and collective bargaining, 100 on equal remuneration and 99 on minimum wage) and transparent and non-discriminative hiring procedures and the complaint procedure. The self-declaration states that the	<p>Subcontracted labor shall be included in the scope of GRASP and its obligations.</p> <p>Verify if there is any national legislation on data protection that does not allow to share documents or to visit premises of the subcontractor?</p> <p>The full declaration MUST indicate those ILO conventions that have been ratified and those that has not been ratified. It must clearly indicate the commitment of the company to comply with all the rights of those conventions that have been ratified and those that have not been ratified.</p> <p>The following ILO conventions are ratified by the Bulgarian government.</p> <p>ILO Convention 111; ILO Convention 138; ILO Convention 182; ILO Convention 029; ILO Convention 105; ILO Convention 087; ILO Convention 098;</p>

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		employees' representative(s) can file complaints without personal sanctions. The employees have been informed about the self-declaration and it is revised at least every 3 years or whenever necessary.	ILO Convention 100; ILO Convention 099 In case the workers do not elect an employees' representative, an alternative system shall be in place to provide for the role of the employees' representative in this CP.
ACCESS TO NATIONAL LABOR REGULATIONS			
4	Do the person responsible for the implementation of GRASP (RGSP) and the employees' representative(s) have knowledge of or access to recent national labor regulations?	The responsible person for the implementation of GRASP (RGSP) and the employees' representative(s) have knowledge of or access to national regulations such as gross and minimum wages, working hours, trade union membership, anti-discrimination, child labor, labor contracts, holiday and maternity leave. Both the RGSP and the employees' representative(s) know the essential points of working conditions in agriculture as formulated in the applicable GRASP National Interpretation Guidelines.	In case the workers do not elect an employees' representative, an alternative system shall be in place to provide for the role of the employees' representative in this CP. If the access is electronically provided, then the auditor must check that there are means for this accessibility in the form of resources provided to reach the information at all times that workers are present. The applicable legislation is available at: www.mlsp.government.bg . The NIG is available on the GLOBALG.A.P. Website
WORKING CONTRACTS			
5	Can valid copies of working contracts be shown for the employees? Are the working contracts compliant with applicable legislation and/or collective bargaining agreements and do they indicate at least	For every employee, a contract can be shown to the assessor on request (on a sample basis). Both the employees as well as the employer have signed them. Records contain at least full names, nationality, job description, date of birth, the regular working time, wage and the period of employment (e.g. permanent, period or day laborer etc.) and for non-national	All employees shall be informed in writing and with comprehensible data about their employment conditions and its compliance with national legal requirements. According to the Labour Code, the employment contract shall contain: - the place of work; - designation of the position and the character of the work; - the date of its conclusion and the starting date of its performance; - the duration of the employment contract; - the amount of basic and extended paid annual leave and of additional paid annual leaves;

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<p>full names, a job description, date of birth, date of entry, wage and the period of employment? Have they been signed by both the employee and the employer?</p>	<p>employees their legal status and working permit. The contract does not show any contradiction to the self-declaration on good social practices. Records of the employees must be accessible for the last 24 months.</p>	<ul style="list-style-type: none"> - equal length of the period of notice to be observed by both parties upon termination of the employment contract; - the basic and supplementary labour remunerations of a permanent nature, as well as the frequency of their payment; - the duration of the working day or week; - other terms pertaining to the provision of labour power which are not regulated by mandatory provisions of the law, as well as terms which are more favourable for the worker or employee than those established by the collective agreement. <p>All contracts contain the National ID number of the employee which is equal to or replaces the identification for nationality. The National ID number also identifies date, month and year of birth.</p> <p>A copy of the notification (sent within 3 days after signing the contract) of the relevant territorial directorate of the National Revenue Agency shall be available for all employment contracts.</p> <p>In case of short-term seasonal farm employment contracts, the information in the contract shall contain:</p> <ul style="list-style-type: none"> - the work location; - the position name; - the amount of work remuneration; - the date of performance of the work; - the duration; - starting and closing hour of the working day; - optionally: the duration and allocation of working time, and the frequency of payment of the labour remuneration. <p>It is common to issue daily contracts with fixed working time (e.g. 4 hours or 8 hours). The daily contracts act like a pay slip and a working schedule.</p> <p>The contracts shall be signed by the employer and the employee.</p> <p>The requirements mentioned above shall be fulfilled for all contracts, requested on sample basis.</p> <p>See Annex 1 for further information.</p>

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			<p>When labor is subcontracted, auditor must check requirements from c" Additional terms for working through a temporary work agency (new – SG 7/12, in force from 05.12.2011)</p> <p>Employment contract with a temporary work agency, of the Labor Code (Included in Annex 1). Auditor pay attention to Art. 107r. (new – SG 7/12, in force from 05.12.2011) (1) During performance of the work, for which the worker or employee is sent, the user enterprise obligations.</p>
PAYSLIPS			
6	Is there documented evidence indicating regular payment of salaries corresponding to the contract clause?	The employer shows adequate documentation of the salary transfer (e.g. employee's signature on pay slip, bank transfer). Employees sign or receive copies of pay slips / pay register that make the payment transparent and comprehensible for them. Regular payment of all employees during the last 24 months is documented.	<p>According to the Labour Code, employers shall register all payments in a pay register.</p> <p>Labour Code does not require payment methods to be indicated in the working contracts.</p> <p>Evidences: pay registers, bank transfers, payslips and cash receipts, signed by the employee.</p> <p>Documents must consider language or education barrier to potential understanding of evidence of payment.</p> <p>See Annex 1 for further information</p>
WAGES			
7	Do pay slips / pay registers indicate the conformity of payment with at least legal regulations and/or collective bargaining agreements?	Wages and overtime payment documented on the pay slips / pay registers indicate compliance with legal regulations (minimum wages) and/or collective bargaining agreements as specified in the GRASP National Interpretation Guideline. If payment is calculated per unit, employees shall be able to gain at least the legal minimum wage (on average) within regular working hours.	<p>The regulations about the legal minimum wage are available at: www.mlsp.government.bg.</p> <p>Other sources http://appsso.eurostat.ec.europa.eu/nui/submitViewTableAction.do https://wageindicator.org/salary/minimum-wage/bulgaria</p> <p>Salaries are specified in the employment contracts.</p> <p>Overtime is prohibited except in the cases under article 144 of the Labour Code. Other labour remunerations (for night work, overtime, work on public holidays, etc.) are specified in the Labour Code.</p> <p>Additional labour remuneration requirements may be specified in the collective bargaining agreements. In this case, the texts of the agreement shall be kept at the disposal of the workers and employees.</p>

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			<p>According to Article 262 of the Labour Code, overtime is remunerated with an increase as agreed between the parties. The increase in remuneration may not be lower than:</p> <p>50 % for work on workdays; 75 % for work on holidays; 100 % for work on official holidays; 50 % for work at working time calculated on a weekly or longer basis.</p> <p>If not agreed otherwise, the raise is calculated according to the remuneration defined in the employment contract. The raise may be higher than provided by law.</p> <p>See Annex 1 for further information.</p>
NON-EMPLOYMENT OF MINORS			
8	Do records indicate that no minors are employed at the company?	Records indicate compliance with national legislation regarding minimum age of employment. If not covered by national legislation, children below the age of 15 are not employed. If children -as core family members- are working at the company, they are not engaged in work that is dangerous to their health and safety, jeopardizes their development or prevents them from finishing their compulsory school education.	<p>Children or young workers of company management shall be included in the GRASP assessment.</p> <p>For GRASP compliance, no young worker (between 15 and 18) shall work in any activity that is dangerous to their health and safety, jeopardizes their development or prevents them from finishing their compulsory school education.</p> <p>The minimum age of employment is 16 years. As an exception, persons aged between 15 and 16 years may be employed in work which is light and which is not hazardous or harmful to their health and to their proper physical, mental and moral development and whose execution would not be detrimental to their regular attendance at school or to their participation in vocational guidance or training program.</p> <p>Compliance:</p> <ul style="list-style-type: none"> - contracts to check the age of the youngest worker from the sample; - In case persons between 15 and 16 years are employed, an evidence of medical examination and medical conclusion that they are fit to perform the respective work and that the said work will not impair their health and impede their proper physical and mental development is available for each person. For persons who have attained the age of 16 years but have not attained the age of 18 years, a medical examination

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			<p>and medical conclusion that they are fit to perform the respective work is available;</p> <ul style="list-style-type: none"> - In case persons between 15 and 16 years or persons who have attained the age of 16 years but have not attained the age of 18 years are employed, a permission of the Labour Inspectorate is available for each person; - Minors do not perform work, which is hard, hazardous or harmful to the health and to their proper physical, mental and moral development; - Minors are provided with alleviated working conditions and opportunities for attainment of professional qualification and for upgrading of the said qualification; - the working time of workers and employees who have not attained the age of 18 years, specified in the employment contract, is 35 hours weekly and seven hours daily in conditions of a five-day working week and the basic paid annual leave is not less than 26 working days, including during the calendar year when they attain the age of 18 years. <p>See Annex 1 for further information.</p>
ACCESS TO COMPULSORY SCHOOL EDUCATION			
9	Do the children of employees living on the company's production/ handling sites have access to compulsory school education?	There is documented evidence that children of employees at compulsory schooling age (according to national legislation) living on the company's production/ handling sites have access to compulsory school education, either through provided transport to a public school or through on-site schooling.	<p>The education in Bulgaria is compulsory till the age of 16. All school-age children have access to unpaid education.</p> <p>The CPCC is considered as compliant if children of employees at compulsory schooling age are living on the company's production/ handling sites and provided, facilitated or attending school.</p> <p>It is a GRASP requirement, that when there are minors living in the farm premises, the administration shall:</p> <ol style="list-style-type: none"> 1) Keep a list with the location, name, age, parents' information of the minors 2) Provide evidence that the families have been notified of the necessity that their children go to school. <p>N/A in case no employees' children of compulsory schooling age are living on the company's production/ handling sites.</p>
TIME RECORDING SYSTEM			

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10	Is there a time recording system that shows working time and overtime on a daily basis for the employees?	There is a time recording system implemented appropriate to the size of the company that makes working hours and overtime transparent for both employees and employer on a daily basis. Working times of the employees during the last 24 months are documented. Records are regularly approved by the employees and accessible for the employees' representative(s).	<p>Records are regularly approved by the employees and accessible for the employees' representative(s)</p> <p>Farm management shall look for an alternative means of employees' representation to avoid non-compliance in those CPCCs. The alternative means shall keep the objectivity, be decided, appointed or elected by the workers and keep the separation from the management.</p> <p>If a daily time recording system is not implemented (e.g. fixed contracts, fixed working hours, fixed monthly salary), alternative way(s) of recording working hours shall be available. Evidence and explanation shall be provided.</p> <p>The time recording system is based on the internal working rules of the company which specify the working hours and breaks. Overtime is prohibited except in the cases under Art. 144 of the Labor Code.</p> <p>Overtime work is documented in a special book and reported to the labour inspectorate no later than January 31 of the following calendar year.</p> <p>The system to record time must consider language or education barriers. It is not required from the employees to sign the time recording sheets on a daily or monthly basis. The employees approve the time worked by signing the pay register which specifies the total amount of time worked by the employee.</p>
WORKING HOURS AND BREAKS			
11	Do working hours and breaks documented in the time records comply with applicant legislation and/or collective bargaining agreements?	Documented working hours, breaks and rest days are in line with applicant legislation and/or collective bargaining agreements. If not regulated more strictly by legislation, records indicate that regular weekly working hours do not exceed a maximum of 48 hours, during peak season (harvest), weekly working time does not exceed a maximum of 60 hours. Rest breaks/days are also guaranteed during peak season.	<p>For GRASP compliance, even when permitted by the law, the total number of hours, including overtime and ordinary, SHALL NOT exceed 60 hours per week in any week of the year. This shall be checked by auditor.</p> <p>The working time is documented in the employment contract. Working hours, rests and breaks are documented in the internal working rules of the company (article 139 (1)) with which every employee shall be familiar. It is not required for working hours, rests and breaks to be included in the time recording sheets as they are strictly specified in the internal working rules in the company, which are obligatory for all employees.</p>

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		<p>Better conditions may be specified in the collective bargaining agreement, which is available to the employees.</p> <p>Evidences:</p> <ul style="list-style-type: none"> - employment contracts; - payslips/pay register; - working schedules. <p>Normal working time – working time where the duration is defined according to the normal and usual working conditions Fixed working day: 8 hours; Fixed working week: 40 hours (Article 136 (1) – (3) of the Labour Code)</p> <p>Extended working time – working time where the duration exceeds the legally defined duration (136a of the Labour Code). It is mostly applied for operational reasons and company matters; The employer must agree with the employee organisation upon the implementation of extended working time. The implementation of extended working time is made by a written instruction dealing with the following information: time period, employee, duration and details regarding the completion and the compensation of the extended working time.</p> <p>* The extended working period is compensated by a respective reduction of working time in another period. Reduced working time (Articles 137, 305, 309, 317 of the Labour Code) – the duration of the working time is shorter than the normal working time. Conditions: Special working conditions or working conditions dangerous to the employee`s health; Causes inherent in the person of the employee: age, state of health, reduced physical or psychical capacity.</p> <p>* The employee is entitled to the same rights as an employee under normal working time. Part-time work – Article 138 of the Labour Code – the working time covers a fraction of the legally defined working time.</p> <p>Methods for determining of reduced working time</p>

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		<p>by a contractual agreement – written form required; Art. 138 of the Labour Code;</p> <p>unilaterally by the employer – Article 138a of the Labour Code, if: the reason for the reduction is a reduction of the amount of work; this instruction may concern all or only several employees, e.g. only the employees of a certain department; the maximum time period of reduced working time is 3 months within a calendar year; the new working time may not be shorter than half of the legally defined working time for the respective period (Article 138a (2) of the Labour Code).</p> <p>Night work Night work in Bulgaria describes work performed between 10.00 p.m. and 6.00 a.m., regarding minors the time between 8.00 p.m. and 6.00 a.m. The normal duration of weekly working hours at night in a 5-day working week is up to 35 hours. The normal duration of working hours at night in a 5-day working week is up to 7 hours. The remuneration is calculated according to Article 261 of the code of labour code.</p> <p>Rotational Shiftwork The maximum duration of the work shift in case of rotational shiftwork may be up to 12 hours and the duration of the working week shall not exceed 56 hours (Article 142 (4) of the Labour Code)</p> <p>Other types of working time Actual working time: the time, where the employee actually has to perform his employment obligations;</p> <p>Time at disposal: the remuneration of this working time is reduced. In case of the employee's convocation by the employer, the working time is remunerated as overtime.</p> <p>*On-call service – this term describes the period of time where the employee must be available for professional purposes and provide his workforce if needed.</p>

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			See Annex 1 for further information.
ONLY APPLICABLE FOR PRODUCER GROUPS			
INTEGRATION INTO QMS			
QMS	Does the assessment of the Quality Management System (QMS) of the producer group show evidence of the correct implementation of GRASP for all participating producer group members?	The assessment of the Quality Management System of the producer group demonstrates that GRASP is correctly implemented and internally assessed. Non-compliances are identified and corrective actions are taken to enable compliance of all participating producer group members.	<i>This control point normally has no Interpretation, as it connects the GRASP requirements to the GLOBALG.A.P. Option 2 groups.</i>
ADDITIONAL SOCIAL BENEFITS			
R 1	What other forms of social benefit does the company offer to employees, their families and/or the community? Please specify incentives for good and safe working performance, bonus payment, support of professional development, social benefits, child care, improvement of social surroundings etc.).		<i>No interpretation needed, this is a voluntary extra point. Maybe give examples of typical social benefits.</i>

Annex to GRASP Interpretation for Bulgaria

Control Point 1:

Labour code:

General Meeting of Workers and Employees

Article 6

(1) The General Meeting shall comprise all workers and employees at an enterprise.

(2) Where a General Meeting cannot function because of the work organisation or for some other reasons, a meeting of proxies may be established on the initiative of the workers and employees or the employer. Such meeting shall comprise proxies of the workers and employees, elected for a term determined by the general meetings within the structural units of the enterprise. The rate of representation shall be determined by the workers and employees and shall be the same for the entire enterprise.

(3) The rules for the General Meeting of workers and employees shall apply to the convocation, the proceedings and the powers of the meeting of proxies.

General Meeting Procedure

Article 6a

(1) The General Meeting of workers and employees shall determine on its own its procedure.

(2) The General Meeting (the meeting of proxies) at the enterprise shall be convened by the employer, by the leadership of the trade union organisation, as well as on the initiative of one-tenth of the workers and employees (proxies) of the enterprise.

(3) The General Meeting (the meeting of proxies) may conduct business provided it is attended by more than half of the workers and employees (proxies).

(4) The General Meeting of workers and employees shall make decisions by simple majority of the attending workers and employees, unless otherwise provided by this Code, another law or statute.

Participation of Workers and Employees' in Enterprise Management

Article 7

(1) Workers and employees shall participate, through representative elected by the General Meeting of workers and employees, in the discussion of, and addressing of enterprise management issues only in the cases provided for by the law.

(2) Workers and employees may elect at a General Meeting their representatives, who shall represent their common interests on issues of industrial and social-security relations before the employers or before the State bodies. Such representatives shall be elected by a majority of more than two-thirds of the members of the General Meeting.

Representatives for Worker and Employee Information and Consultation

Article 7a

(1) In enterprises employing at least 50 workers and employees, including in enterprises providing temporary employment, as well as in organisationally and economically self-contained divisions of enterprises employing at least 20 workers and employees, the General Meeting shall elect from among its composition workers and employees' representatives for exercising the right to information and consultation under Articles 130c and 130d.

(2) The General Meeting may delegate the functions under Paragraph (1) to representatives designated by the leaderships of the trade union organisations or to the workers and employees' representatives under Article 7 (2) for exercising the right to information and consultation.

(3) The thresholds for the size of the workforce under Paragraph (1) shall be based on the average monthly number of workers and employees employed during the previous 12 months. It shall include all workers and employees who are or were in an employment relationship with the employer,

regardless of the term of the said relationship and the duration of the working time thereof, including workers and employees commissioned by an enterprise providing temporary employment.

(4) The number of workers and employees' representatives shall be determined in advance by the General Meeting as follows:

1. applicable to enterprises with 50 to 250 workers and employees: not fewer than three and not more than five;
2. applicable to enterprises with more than 250 workers and employees: not fewer than five and not more than nine;
3. applicable to organisationally and economically self-contained divisions: not fewer than one and not more than three.

(5) Candidates for election of workers and employees' representatives may be nominated by individual workers or employees, by groups of workers and employees, as well as by trade union organisations.

(6) The General Meeting shall determine the procedure for the conduct of the election under Paragraph (5), including the manner of voting.

(7) The General Meeting shall pass the resolutions under Paragraphs (1), (2) and (4) by a simple majority of those present.

Workers and Employees' Representatives: Credentials

Article 7b

(1) The workers and employees' representatives under Article 7 (2) and Article 7a shall be elected for a term of one to three years. They shall be removed from office prior to the expiry of the said term:

1. if convicted of a premeditated offence at public law;
2. upon systematic non-performance of the functions thereof;
3. if objectively unable to perform the functions thereof in the course of more than six months;
4. at their own request.

(2) In the cases of Article 123 (1), if the enterprise, activity or a part of an enterprise or activity preserve their self-contained nature, the workers and employees' representatives under Article 7 (2) and Article 7a shall retain the status and functions thereof under the same conditions, of the same type and in the same volume as before the change until the election of new representatives but for not more than one year reckoned from the date of the change. If the enterprise, activity or part of an enterprise do not preserve their self-contained nature, the credentials of the workers and employees' representatives shall be terminated, and the workers and employees who have transferred to the new employer shall be represented by the workers and employees' representatives at the enterprise of their new employment.

Workers and Employees' Representatives: Rights and Obligations

Article 7c

(1) The workers and employees' representatives shall have the right:

1. to be informed by the employer in a manner enabling them to assess the possible impact of the measures envisaged by the competent authorities;
2. to require that the employer provide them with the necessary information, if this has not been done within the established time limits;
3. to participate in consultation procedures with the employer and to express the opinion thereof on the measures envisaged by the competent authorities, which shall be taken into account upon decision-making;
4. to require to meet with the employer in the cases where they have to inform the employer of the questions raised by the workers and employees;
5. to have access to all workplaces in the enterprise or division;
6. to be enrolled in training necessary for the performance of the functions thereof.

(2) The workers and employees' representatives shall be obligated:

1. to inform the workers and employees of the information received under Items 1 and 2 of Paragraph (1) and of the results of the consultations and meetings held under Items 3 and 4 of Paragraph (1);
2. not to disclose and not to use for their benefit and for the benefit of third parties any information under Items 1 and 2 of Paragraph (1) which has been provided thereto in confidence, until they are workers and employees' representatives, as well as after the discontinuance of the functions thereof.

(3) The workers and employees' representatives shall themselves determine the procedure for the work thereof. They may designate one or several persons from amongst themselves who shall conclude an agreement with the employer in the cases specified by this Code.

(4) A collective agreement or a separate agreement with the employer may provide that the workers and employees' representatives, where this is necessary considering the obligations thereof, may enjoy an entitlement to reduced working time, additional leave and other such.

Health and Safety at Work Act

Article 27. (1) Committees on working conditions, comprising between 4 and 10 members, shall be set up in enterprises with more than 50 employees.

(2) The committee under Paragraph 1 shall comprise representatives of the employer and an equal number of representatives of the persons responsible for safety and health at work.

(4) The chairperson of the committee on working conditions shall be the employer or his representative, and the deputy chairperson - a representative of the persons responsible for safety and health at work.

(5) Representatives of the control bodies, of the occupational health service and external experts may participate in the work of the committee under Paragraph 1.

(6) In enterprises with a numerous workforce, complex structure and territorial fragmentation it shall be possible to form not only committees at the level of the enterprises but also committees at the respective structural units.

Article 28. (1) Working conditions groups shall be set up in enterprises with workforce from 5 to 50 workers inclusive, as well as in the separate structural units of the enterprises under Article 27, Paragraph 6.

(2) Working conditions groups shall consist of the employer or the head of the respective structural unit, and one representative of the working persons responsible for safety and health at work.

Article 28a. (1) The workers' representatives, responsible for safety and health at work and the deputy-chairman of the committee on working conditions shall be elected by the general meeting of the enterprise under the procedure of Article 6 of the Labour Code for a term of office of 4 years.

(2) Early termination of the term under Paragraph 1 may be performed on the motion of at least one-third of the total number of employees of the enterprise and be adopted by a majority of more than half of those participating in the general meeting.

Article 29. The work conditions committees and groups shall:

1. discuss, on a quarterly basis, the overall activity for protecting the health and ensuring safety of working persons, and propose measures for improvement thereof;
2. discuss the results of occupational risk assessment and analyses of the health status of working persons, reports by the specialised occupational health services and other issues, with a view to ensuring and protecting the health and safety of working persons;
3. discuss contemplated changes in technology, organisation of work and workplaces with respect to the consequences of the choice of equipment, working conditions and the working environment, and propose decisions as regards the protection of working persons' health and safety;
4. perform checks into the observation of requirements for health and safety at work;
5. monitor the incidence of accidents at work and occupational diseases;
6. participate in developing programmes for awareness and training of personnel working on issues of health and safety at work.

Control Point 3:

ILO Convention 111 - Act of 18 June 2004 to amend the Labour Code (Prohibits discrimination on the basis of race, sex, nationality, sexual orientation, age, political and religious matters in relation to work. The employer is obliged to post in a suitable place information on job vacancies, their conditions, character of the positions, and requirements);

ILO Conventions 138 and 182:

- Act of 31 May 2000 on child protection (Provides for the rights, principles and measures for child protection, and organizes the activities of State bodies responsible in this area. Provides, inter alia, for educational assistance, social rehabilitation and assistance for finding a convenient job from the age of 16 in accordance with labour legislation);
- Labour Code;

ILO Conventions 029 and 105:

- Constitution of the Republic of Bulgaria;
- Labour Code;
- Penal Code

ILO Conventions 087 and 098:

- Law of non-profit legal entities (Provides for the conditions of creation, registration, activity and termination of associations and foundations);
- Labour Code

ILO Convention 100:

- Constitution of the Republic of Bulgaria;
- Labour Code

Control Point 5:

Labour Code

Form

Article 62

(1) The employment contract shall be concluded in writing.

(3) Within three days after the conclusion or modification of an employment contract and within seven days after its termination, the employer or a person authorised thereby shall be obligated to send a notification of this to the relevant territorial directorate of the National Revenue Agency. The National Revenue Agency shall provide empowered persons of Labour Inspection Directorates with electronic access in real time to the register of employment contracts and, upon request, shall send a copy of the relevant notification as certified within three working days.

(4) After the term under paragraph (3) a notification of concluded employment contract shall be sent only after a statutory prescription of the labour inspectorate supervisory authorities has entered into force.

Content

Article 66

(1) The employment contract shall contain particulars of the parties and shall specify:

1. the place of work;
2. designation of the position and the character of the work;
3. the date of its conclusion and the starting date of its performance;
4. the duration of the employment contract;
5. the amount of basic and extended paid annual leave and of additional paid annual leaves;
6. equal length of the period of notice to be observed by both parties upon termination of the employment contract;
7. the basic and supplementary labour remunerations of a permanent nature, as was as the frequency of their payment;
8. the duration of the working day or week.

(2) Other terms may also be agreed by the employment contract pertaining to the provision of labour power which are not regulated by mandatory provisions of the law, as well as terms which are more favourable for the worker or employee than those established by the collective agreement.

(3) The registered office of the enterprise with which the employment contract has been concluded shall be considered as the place of work, unless otherwise agreed or ensuing from the nature of the work.

(4) The designation of the position shall be specified in accordance with the National Classification of Professions and Positions, endorsed by the Minister of Labour and Social Policy following co-ordination with the Chairperson of the National Statistics Institute.

Short-term Seasonal Farm Employment Contract

Article 114a

(1) A short-term seasonal farm employment contract may be executed between a worker and a registered farmer for an individual day's work, which time shall not be acknowledged as length of employment service.

(2) Such employment contracts may be executed with the same worker for a total of up to 90 days in one calendar year.

(3) The employment contract under Paragraph (1) may be executed for professions, not requiring special qualifications, in the Crop Farming basic economic activity – only for cultivating the plantations and collecting the harvest of fruits, vegetables, rose-leaf and lavender.

(4) The employment contract under Paragraph (1) shall contain data regarding the parties thereto, the work location, the position name, the amount of work remuneration, the date of performance of the work, the duration, starting and closing hour of the working day. The duration of working time shall be equal to its full legally prescribed duration.

(5) The work remuneration shall be paid personally to the worker at the end of the working day against a receipt.

(6) In instances of execution and termination of the employment contract under Paragraph (1) the provisions of Article 62 (3) and (4), Article 127 (1), item 4 and Article 128a (3) shall not apply.

(7) The terms and procedure for submission, registration and reporting of the employment contracts to the labour inspectorate shall be established by an ordinance of the Minister of Labour and Social Policy, agreed with the Governor of the National Social Security Institute and the Executive Director of the National Revenue Agency. A template of the employment contract under Paragraph (1) shall also be approved by that ordinance.

(8) Workers who function under Paragraph (1) shall be entitled to social insurance under terms and according to a procedure established by the Social Insurance Code and the Health Insurance Act.

Content

Article 115

In addition to the terms under Article 66 (1), the employment contracts under this Section shall furthermore stipulate the duration and allocation of working time, and they may stipulate the frequency of payment of the labour remuneration as well.

“Section VIII” c) Additional terms for working through a temporary work agency (new – SG 7/12, in force from 05.12.2011)

Employment contract with a temporary work agency

Art. 107p. (new – SG 7/12, in force from 05.12.2011) (1) In the employment contract with a temporary work company shall be agreed that a worker or employee is to be sent to perform temporary work at a user enterprise under its guidance and control.

(2) The total number of workers and employees sent by a temporary work agency to a user enterprise may not exceed 30 % of the total number of workers and employees who work there.

(3) Employment contract under Para. 1 for sending to work may not be concluded:

1. under the terms of first and second category of labour;
2. at enterprises related to national security and the defence of the country;
3. at enterprises where strike is conducted.

(4) Employment contracts under Para. 1 shall be concluded under the terms and following the procedure set out in Section I of the present Chapter, as follows:

1. till completing a specific job;
2. to replace an employee or worker who is absent from work.

(5) An employment contract under Para. 1 may not contain clauses prohibiting or leading to failure of occurrence of employment relationship between a user enterprise and a worker or employee during or after the expiry of time for which he/she was sent to work in a user enterprise.

(6) Temporary work agencies shall not be entitled to require payment of any fee from workers or employees for the provided assistance to start work at a user enterprise, as well as upon concluding an employment contract or upon creating an employment relationship with a user enterprise prior to, after or in the course of performance of the work with regards to which they have been sent there.

(7) Temporary work agencies shall carry out their activity following a registration at the National Employment Agency under terms and following a procedure set out in the Employment Promotion Act.

Obligations of temporary work agencies

Art. 107q. (new – SG 7/12, in force from 05.12.2011) (1) Temporary work agencies shall send notifications to the respective territorial directorate of the National Revenue Agency pursuant to Art. 62, Para. 3.

(2) The sending referred to in Art. 107p, Para. 1 shall be carried out by a written statement of the temporary work agency, after the worker or employee or worker has been provided with a copy of the employment contract and a copy of the notification under Art. 62, Para. 3, verified by the territorial directorate of the National Revenue Agency. In the statement shall be indicated the date of appearance at the user enterprise, exact address of the user enterprise, place of work, workplace, name of the position, and the nature of the work at the user enterprise, as well as the official of the user enterprise before whom the worker or employee has to appear, the type of the initial training to be held at the user enterprise. The statement shall be delivered to the worker or employee against signature not later than one working day prior to the date fixed for starting work at the user enterprise, provided that the delivery date is indicated therein.

(3) The worker or employee shall be entitled to refuse in writing to work in a user enterprise, if the job offered does not correspond to their professional qualification and health status, or is located in another settlement, provided that he/she notifies the temporary work agency thereof by the time the statement referred to in Para. 2 is delivered. In this case, it shall be deemed that the employment relationship has never occurred.

(4) A temporary work agency shall not be entitled to send a worker or employee to a user enterprise where strike is being conducted, regardless of the concluded agreements under Art. 107p and 107s.

(5) A temporary work agency shall be obliged:

1. to enter and calculate the remuneration of workers or employees in a payroll;
2. to pay workers or employees their remuneration due;
3. to issue an extract from the documents for paid or unpaid remuneration and compensation upon written request by the worker or employee;
4. to insure the workers and employees under terms and following a procedure set out in the Code of Social Insurance and in the Health Insurance Act;
5. upon written request by the worker or employee, to issue and provide workers and employees with the required papers certifying facts related to the occurrence, implementation and termination of the employment relationship within 14 days from submission of the request;
6. upon termination of the employment relationship, to issue an order for dismissal or another document certifying termination of the employment relationship;

(6) A temporary work agency shall notify in writing the user enterprise of the names of workers and employees to be sent there, not later than one working day prior to commencement of work.

Obligations of the user enterprise

Art. 107r. (new – SG 7/12, in force from 05.12.2011) (1) During performance of the work, for which the worker or employee is sent, the user enterprise shall:

1. specify the workplace where the work is to be performed;
2. deliver the job description to the worker or employee against signature and must specify the date of delivery therein;
3. instruct workers or employees on safe and healthy work performance;
4. calculate the time spent working and shall inform the temporary work agency and the worker or employee, against signature, thereof;

5. to determine the amount of the primary and supplementary remuneration due, including remuneration for overtime and night work and shall inform the temporary work agency and the worker or employee, against signature, thereof;
 6. upon written request by the worker or employee, issue and provide workers and employees with the required papers certifying facts related to the occurrence, implementation and termination of the employment relationship within 14 days from submission of the request;
 7. inform the temporary work agency of the terms under which the rest of workers and employees operate on the same or similar position, as well as upon any change in the said terms;
 8. provide workers or employees with information on the requirements under the Healthy and Safe Working Conditions Act and the statutory instruments related to its implementation;
 9. insure workers or employees at its own expense under the terms and following the procedure of Art. 52 of the Healthy and Safe Working Conditions Act;
 10. provide in a timely manner and in a suitable place at the enterprise a written announcement on job vacancies and positions in order to facilitate the access of workers and employees to permanent jobs;
 11. undertake measures to facilitate the access of workers and employees or training in order to ease their opportunities for career growth and professional mobility;
 12. conduct initial and continuous training of workers and employees in accordance with the position held and the nature of work at the user enterprise.
- (2) Upon performance of the job, for which a worker or employee has been sent at a user enterprise, the latter shall provide the same basic conditions of work and employment and equal treatment as to the rest of workers and employees employed there who hold the same or similar position, including health and safety working conditions.
- (3) The user enterprise shall not have the right to change the position and the nature of work for which the worker or employee has been sent there.
- (4) Where a worker or employee sent at a user enterprise commits disciplinary offence, the user enterprise shall immediately inform the temporary work agency thereof and shall record the time, place and the relevant circumstances whereunder it has been committed.
- (5) The user enterprise may make a reasoned proposal to the temporary work agency for imposing disciplinary sanction to the worker or employee sent there, as well as for sending another one in his/her place.

Relations between enterprises

Art. 107s. (new – SG 7/12, in force from 05.12.2011) (1) The relations between the temporary work agency and the user enterprise shall be settled by a written contract.

(2) The contract under Para. 1 shall define:

1. job titles and nature of work, for which the workers or employees are sent;
2. the time period during which workers or employees will be sent to the user enterprise;
3. the obligations of workers and employees towards the temporary work agency;
4. procedures for use of leaves;
5. the obligations of workers and employees to the user enterprise;
6. the information exchange procedure between the temporary work agency and the user enterprise regarding the structure and the organization of salaries, the various types of supplementary remunerations and the amounts thereof at the enterprise, as well as regarding the concluded collective agreement, if any;
7. the procedure and time limits within which the user enterprise shall notify the temporary work agency of the working hours recorded and the fixed amount of the primary and supplementary remunerations due, including the ones for overtime and night work performed by the worker or employee;
8. type of initial training required for the performance of temporary work;
9. liability for failure to perform;
10. other terms related to temporary work.

(3) The temporary work agency and the user enterprise shall be jointly responsible for their obligations to workers or employees that have occurred during, on occasion of or in relation to performance of the work assigned to them.

(4) The application of Para. 1 through 3 does not deprive workers or employees of the protection provided by the employment contract they concluded with the temporary work agency.

(5) User enterprise that has carried out mass dismissal may conclude a contract under Para. 1 not earlier than 6 months following the dismissal.

Obligations of workers or employees

Art. 107t. (new – SG 7/12, in force from 05.12.2011) (1) Workers or employees shall perform the duties ensuing from the employment contract under Art. 107p to the temporary work agency, which are not related to the immediate fulfillment of their assignment at the user enterprise.

(2) Workers or employees shall perform the duties ensuing from the fulfillment of their assignment to the user enterprise.

Rights of workers or employees

Art. 107u. (new – SG 7/12, in force from 05.12.2011) A worker or employee sent to work at a user enterprise shall, for the time of the assignment, be entitled to the following:

1. labour remuneration;
2. leaves laid down in this Code;
3. trade union associations;
4. participation in the general meetings of workers and employees at the enterprise;
5. information on all issues related to the assignment;
6. join a collective employment agreement;
7. settlement of collective labour disputes;
8. social and personal as well as cultural services;
9. healthy and safe working conditions;
10. initial and continuous training in accordance with the position and the nature of work in the user enterprise;
11. compensations under the terms and following the procedures in the Code of Social Insurance;
12. other rights directly related to performance of the assignment.

(2) Workers and employees referred to in Para. 1 may not be put in a less favourable position than the rest of the workers and employees holding the same or similar position at the user enterprise only due to the temporary nature of their work, unless the law stipulates that some rights depend on the qualifications or skills acquired. In the event that there are no workers or employees holding the same or similar position, the workers and employees sent to perform temporary work at a user enterprise shall not be put in a less favourable position than the rest of the workers and employees employed there.

Start and termination of the assignment

Art. 107v. (new – SG 7/12, in force from 05.12.2011) (1) Workers or employees shall start to fulfil their duties to the user enterprise upon recruitment.

(2) Workers or employees shall discontinue to fulfil their duties at the user enterprise:

1. upon completion of the assignment;
2. if the person who has been replaced gets back to work;
3. upon termination of the employment contract between the worker or employee and the temporary work agency pursuant to this Code;
4. upon termination of the registration of the temporary work agency.

Application of other provisions concerning assignment via a temporary work agency

Art. 107w. (new – SG 7/12, in force from 05.12.2011) The general provisions of this Code shall apply to all outstanding issues in this Section.

Control Point 6:

Labor Code:

Obligation to register and pay wages

Article 128

Employer is obliged within the established terms:

1. to register the employees' salaries for the work performed in a pay register;
2. to pay the agreed remuneration for work performed;
3. to issue, upon request by the employee, an excerpt from the payrolls for the paid or unpaid salaries and benefits.

It is not required payment methods to be included in the contracts.

Control Point 7:

Labour Code:

Obligation to Provide Information

Article 58

The employer shall be obligated to inform all workers and employees of the collective agreements concluded at the enterprise, by industry, branch or municipality which are binding on the said employer, and to keep the texts of the said agreements at the disposal of the workers and employees.

SECTION II

OVERTIME

- Definition and Prohibition

Article 143

- (1) Overtime is the work performed by order or with the knowledge and without the opposition of the employer or the respective manager by the employee outside the preestablished working hours.
- (2) Overtime work is prohibited

Exception permissions

Article 144

Overtime work is allowed exceptionally only in the following cases:

1. For carrying out work in connection with the defense of the country;
2. For performing work by employees of the Ministry of Interior related to conducting elections, preparation for expertise and psychological assistance in operative-searching activities and control of critical situations, as well as for other work related to the security and protection of the public order;
3. For prevention, control and overcoming of the consequences of disasters;
4. For carrying out urgent socially necessary works for restoration of the water supply, the electricity supply, the heating, the sewerage, the transport and the communication connections and rendering of medical aid;
5. For carrying out emergency restoration works and repairs in the working premises, on machines or on other facilities;
6. For completion of the commenced work, which cannot be performed during regular working hours;
7. For carrying out intensive seasonal work.

Pay for Night Work

Article 261

Night work performed shall be paid with an increase agreed between the parties to the employment relationship, but not less than the amounts determined by the Council of Ministers.

(Cross-check: www.mlsp.government.bg)

Pay for Overtime Work
Article 262

(1) Overtime work performed shall be paid with an increase agreed between the worker or employee and the employer but not less than:

1. 50 per cent: for work on working days;
2. 75 per cent: for work on weekends;
3. 100 per cent: for work on public holidays;
4. 50 per cent: for work at working time calculated on a weekly or longer basis.

(2) Unless otherwise agreed, the increase under the foregoing paragraph shall be calculated on the basis of the labour remuneration fixed by the employment contract.

Labour Remuneration for Work on Public Holidays
Article 264

Work on public holidays, regardless of whether this represents overtime work or not, shall be paid to workers or employees as agreed, but not less than the double amount of the said workers' labour remuneration.

Control Point 8:

Labour Code:

Work for Persons who Have not Attained 18 Years of Age
Article 304

(1) Minors may not engage in work which is:

1. beyond their physical or psychological capacity;
2. involving exposure to a harmful physical, biological or chemical impact, and in particular to toxic agents, carcinogens and agents causing heritable genetic or intrauterine damage;
3. involving hazards which chronically affect human health in any other way whatsoever;
4. involving exposure to radiation;
5. at extremely low or high temperatures, noise or vibration;
6. involving the risk of employment injury which it may be assumed the minor cannot recognise or avoid owing to his or her physical or psychological immaturity

Control Point 11:

Labour Code:

Normal Duration of Working Time
Article 136

(1) The working week shall consist of five days, with a normal duration of the weekly working time of up to 40 hours.

(3) The normal duration of the working time during the day shall be up to eight hours.

(4) The normal duration of the working time under the foregoing paragraphs may not be extended, except in the cases and according to the procedure provided for in this Code.

Extension of Working Time
Article 136a

(1) For production reasons the employer may, by an order in writing, extend the working time on some working days and compensate the said working time on other working days by the respective reduction thereof after advance consultation with the trade union organisations' representatives and the workers and employees' representatives under Article 7 (2).

(2) The duration of the extended working day under the terms of Paragraph (1) may not exceed 10 hours and, applicable to workers and employees at reduced working time, the said duration may not exceed one hour in excess of their reduced working time. In such cases, the duration of the working week may not exceed 48 hours and, applicable to workers and employees at reduced working time, the said duration may not exceed 40 hours. The employer shall be obliged to keep a special book for recording the extension and, respectively, the compensation of the working time.

(3) Extension of the working time under Paragraphs (1) and (2) shall be permissible for a period of up to 60 working days during one calendar year, but for not more than 20 successive working days.

(4) In the cases under Paragraph (1), the employer shall be obligated to compensate the extension of the working time by a respective reduction of the said working time for each extended working day within four months. Where the employer fails to compensate the extension of the working time within the said time limit, the workers or employees shall be entitled to determine at their own discretion the time during which the extension of the working time will be compensated by the respective reduction thereof, notifying in writing the employer of the exercise of this discretion at least two weeks in advance.

(5) Upon termination of the employment relationship before compensation under Paragraph (4), the balance to the normal working day shall be paid as overtime work.

(6) For workers and employees under Article 147, extension of working time shall be permissible under the terms for performance of overtime as set forth in this Article.

Part-Time Work

Article 138

(1) The parties to the employment contract may agree on work for a part of the statutory working time (part-time work). In such case, the said parties shall specify the duration and allocation of the working time.

(2) In the cases under Paragraph (1), the monthly duration of the working time of part-time workers and employees shall be less compared to the monthly duration of the working time of the workers and employees who under a full-time employment relationship at the same enterprise and perform the same or similar work. Where no full-time workers and employees are engaged in the same or similar work, the comparison shall be drawn against the duration of the monthly working time of the rest of the workers and employees at the enterprise.

Distribution of the working time

Article 139

(1) The distribution of the working time is established in the internal working rules of the company;

(2) For enterprises where the organization of labor allows this, working hours with variable limits may be established. The time during which the employee must be at work in the enterprise, as well as the manner of its reporting are determined by the employer. Outside the time of the obligatory presence, the employee determines the beginning of his/her working hours;

(3) In the cases under par. 2 outside the time of obligatory presence, the employee may work the unworked daily working time in the next or in other days of the same working week. The manner of reporting the working hours is regulated by the internal working rules of the enterprise;

(4) According to the nature of the labor and its organization, the working time can be divided into two or three parts;

(5) For certain categories of workers, due to the special nature of their work, an obligation may be established to be on duty or to be available to the employer at certain times of the day.

The categories of employees, the maximum length of time and the procedure for its reporting shall be determined by the Minister of Labor and Social Policy.

Accounting for working hours

Article 142

(1) Working time is calculated in working days – daily.

(2) The employer may establish accounting for rotational shiftwork for a certain period – weekly, monthly or for another calendar period, which shall not exceed 6 months.

(3) Rotational shiftwork for employees with irregular working hours is not allowed.

- (4) The maximum duration of a work shift in case of rotational shiftwork may be up to 12 hours; the duration of the working week shall not exceed 56 hours, and for employees with reduced working hours – up to 1 hour above their reduced working hours.

Rest Breaks during Working Day

Article 151

(1) The working time of the worker or employee shall be interrupted by one or several rest breaks. The employer shall provide the worker or employee a rest break for a meal, which may not be shorter than 30 minutes.

(2) The rest breaks shall be not included in the working time.

(3) In continuous production processes and at enterprises where work is uninterrupted, the employer shall provide the worker or employee with time for a meal during the working time.

Working hours, rests and breaks are specified in the internal working rules of the company.

Daily Rest Period

Article 152

Workers or employees shall be entitled to an uninterrupted daily rest period which may not be shorter than 12 hours.

Weekly Rest Period

Article 153

(1) In conditions of a five-day working week, the worker or employee shall be entitled to a weekly rest of two successive days, one of which shall in principle be Sunday. In such cases, the worker or employee shall be provided with a weekly rest period of at least 48 consecutive hours.

(2) Upon calculation of working time on a weekly or longer basis, the uninterrupted weekly rest period shall be not less than 36 hours.

(3) In case of changes of shifts upon calculation of working time on a weekly or longer basis, the uninterrupted weekly rest period may be less than the rest period under Paragraph (2), but not less than 24 hours, provided this is required by the actual and technical work organisation at the enterprise.

(4) In cases of overtime work performed during the two days of the weekly rest period, when calculating working time on a daily basis, workers or employees shall be entitled, in addition to an increased pay for such work, also to an uninterrupted weekly rest period of not less than 24 hours during the succeeding working week.