performance of additional work with another employer. I would like to ask what is the length of the paid annual leave in case of 4-hour and 2-hour

governing the main employment relationship does not explicitly contain a clause which excludes the opportunity to enter into a contract for

raising leave in the main place of employment to conclude an employment contract for pluralism, provided that his individual employment contract

employment contracts with other employers to perform work outside his normal working hours arising from the main employment relation (external

signing a new employment contract with the new employer? According to Art.111 of the Labour Code the worker or employee may also enter into

graduate students are not entitled to the leave referred to in Art.169, para.4 of the LC. If I am taking my maternity leave can I start a new job by

employer. The provision shows that the persons involved in part-time self-training or doctoral self-study are entitled to such leave. The full-time post-

scientific degree Doctor of Science the workers or employees are entitled to paid leave of 12 months. This right is exercised with the consent of the

involved in part-time self-training or doctoral self-study are entitled to paid leave once every 6 months and to prepare a dissertation to obtain the

pursuant to Art.169, para.1 of the Labour Code a worker or employee who studies in a secondary or high school and is involved in in-service training is entitled

to paid leave of 25 working days for each school year upon receipt of the employer's consent. The provision shows that the right to such leave is

paid leave referred to in Art.169, para.1 of the LC? The paid leave for training does not depend on the length of service. According to Art.169, para.1

of the Labour Code a worker or employee who studies in a secondary or high school and is involved in in-service training is entitled to paid leave of

25 working days for each school year upon receipt of the employer's consent. To use this right, the following two prerequisites must exist: consent of

the employer and in-service training. According to the legislation the in-service training is considered as part-time training, evening classes and
distance learning. To be entitled to paid leave for training the worker or employee must meet the following requirements: - the worker or employee

must study in a secondary or high school and must be involved in in-service training; - the worker or employee must receive the consent of the

employer thereof (according to Art.52 of the Ordinance on the working hours, breaks and holidays (OWHHB) the consent of the employer must be

given in writing). After taking leave to attend classes and to sit for examinations the worker or employee must submit student (pupil) record book or

other document issued by the educational institution certifying that classes have been attended and that the examination has been sat for - Art.51,

para.2 of the Ordinance. Employee who is involved in full-time training. Has this employee a right to leave under Art.169 of the LC? According to

Art.169, para.1 of the Labour Code a worker or employee who studies in a secondary or high school and is involved in in-service training is entitled to paid leave of

25 working days for each school year upon receipt of the employer's consent. The provision shows that the right to such leave is stipulated only for students attending part-time training, evening classes and distance learning. The full-time students are not entitled to such leave.

Are the full-time post-graduate students entitled to take additional paid annual leave? If the person is employed under an employment contract

pursuant to Art.169, para.4 of the Labour Code (LC), to prepare a dissertation to obtain the scientific degree Doctor the workers or employees

in part-time self-training or doctoral self-study are entitled to paid leave once every 6 months and to prepare a dissertation to obtain the

scientific degree Doctor of Science the workers or employees are entitled to paid leave of 12 months. This right is exercised with the consent of the

employer. The provision shows that the persons involved in part-time self-training or doctoral self-study are entitled to such leave. The full-time post-

graduate students are not entitled to the leave referred to in Art.169, para.4 of the LC. If I am taking my maternity leave can I start a new job by

signing a new employment contract with the new employer? According to Art.111 of the Labour Code the worker or employee may also enter into

employment contracts with other employers to perform work outside his normal working hours arising from the main employment relation (external

pluralism), unless otherwise agreed in his individual main employment contract. There is no obstacle for the worker or employee who has taken child-

raising leave in the main place of employment to conclude an employment contract for pluralism, provided that his individual employment contract
governing the main employment relationship does not explicitly contain a clause which excludes the opportunity to enter into a contract for

performance of additional work with another employer. I would like to ask what is the length of the paid annual leave in case of 4-hour and 2-hour

employment contract? When the parties to the employment contact has made part-time working arrangements the right to paid annual leave and its
length are established pursuant to the procedure laid down in Art.23, para.2 of the Ordinance on the working hours, breaks and holidays. It stipulates
that a worker or employee who works during a part of the statutory working hours (part-time) is entitled to paid annual leave in proportion to the time
recognised as a length of service. The procedure and method of calculating the length of service are governed by the provision of Art.355, para.2 of
the Labour Code (LC) which states that the time during which the worker or employee has worked at least half of the statutory working hours of
the day under one or more employment contracts is recognised as one day length of service. In the cases where the worker or employee works at least
half of the statutory working hours he is fully entitled to paid annual leave of not less than 20 working days per calendar year. In the cases of 2-hour
employment contract the length of service is calculated pursuant to the procedure laid down in Art.355 of the LC. The time recognised as a length of
service is calculated in hours, days and months. The length of the paid annual leave is determined based on the time recognised as a length of service.
A position for which irregular working hours have been established is removed by order. The employee or worker refuses to sign an addendum
related to this change. May the order be considered as a sufficient reason to terminate this type of leave? According to Art.139a of the Labour Code
(LC) due to the specific nature of the work the employer may, after consulting the representatives of the trade unions and those of the workers and
employees under Art. 7, para.2 of the LC, establish irregular working hours for some positions. The list of the positions for which irregular working
hours have been established is determined by order of the employer. If necessary, the workers and employees who work outside the normal working
hours are required to perform their employment obligations after the expiration of the regular working hours. The work outside the normal working
hours in the working days is subject to additional paid annual leave. We think that in the case described by you, namely the employee occupies a
position for which irregular working hours have not been established (i.e. the employee does not perform his employment obligations after
the expiration of the regular working hours), he is not entitled to the leave referred to in Art.156, para.1, cl. 2 of the LC. I work on schedule based on
aggregated working hours and I would like to know how to calculate the paid leave - are the paid leave days included in the total number of hours for
the month or not? If the month has 21 working days and I have worked 18 days and have taken 3 days leave, have I reached the monthly duration of
21 days (168 hours)? Regardless of the duration and method of calculation of the working hours (on a daily basis or aggregated) the paid annual leave
referred to in Art.155 and Art. 156 of the Labour Code is calculated based on the calendar working days. When determining the work-rate through
aggregated calculation the days of the paid annual leave are not included in the working hours. The employees in a non-stop commercial site work
in two shifts. More than one cashier is on duty. During the breaks (lunch break, coffee break, etc.) they leave one by one their workplace (one of them
is having a break, while the other is working and vice versa). Should the breaks be included in the working hours and should they be paid, taking into
account that the employees do not have lunch in the workplace? According to Art.151, para.1 and para.2 of the Labour Code (LC) the working hours
of the worker or employee are interrupted by one or several breaks. The employer must provide to the worker or employee an opportunity to have a
meal break which may not be less than 30 minutes. The breaks are not included in the working hours. In undertakings with continuous work process
and in undertakings which operate continuously the employer must provide to the worker or employee an opportunity to have a meal break during the
working hours (Art.151, para.3 of the LC). The provisions show that the meal break is not included in the working hours. If the work process itself is
continuous but the workers have a break by leaving the workplace (and going to the rest room, for example) the breaks are not included in the
working hours. Article 4a of the Ordinance on the working hours, breaks and holidays provides for that the internal work regulations must determine
the beginning and end of the workday, shift rotation procedure, breaks at work, procedure for reporting the working hours, time for mandatory
presence in the undertaking in the cases where variable working hours have been agreed, mealt ime of the workers and employees in undertakings
with continuous work process and in undertakings which operate continuously and other matters related to the allocation of the working hours and
work organisation in the undertaking. Can a worker or employee give notice of termination of the employment contract while taking paid annual
leave? The worker or employee may also submit a notice of termination of the employment contract pursuant to Art.326, para.2 of the Labour Code
while taking a leave, regardless of the type of leave (annual paid leave, unpaid leave, leave due to short-term incapacity, etc.). The notice period starts
takes the next day following the day of its receipt. The worker or employee may withdraw the notice if he has notified the employer thereof prior to or
simultaneously with its receipt. Since that moment, the notice may be withdrawn by the date of expiry of its period only with the consent of the
employer. The employer has given a notice of termination of the employment contract to the worker or employee. Is it possible that the employer fails
to comply with the notice period and terminates the employment contract before its expiry? Which are the implications and must the employer pay a
benefit? The employer may terminate the employment contract before the expiry of the notice of termination period. If this is the case, the employer
must pay to the worker or employee a benefit in the amount of his gross salary for the unobserved notice period (Art. 220, para.1 of the Labour Code).
The right of the employer to fail to comply with the notice period is not bound by the consent of the worker or employee but by his obligation to pay
the appropriate benefit for the unobserved notice period. Which are the benefits that the worker or employee is entitled to when his employment
contract is terminated by the employer pursuant to Art.328, para.1, cl. 2 (reducing the number of posts) or Art.328, para.1, cl. 3 of the LC (reducing the
volume of work)? The employment contract can be terminated pursuant to Art.328, para.1, cl. 2 (reducing the number of posts) or Art.328, para.1,
cl. 3 of the LC (reducing the volume of work) by notice of termination. If the employer fails to comply with the notice period the worker or employee
is entitled to benefit under Art.220, para.1of the LC (for the unobserved notice period). If the worker or employee remains unemployed as a result of
the termination he is entitled to benefit under Art.222, para.1 of the LC. The benefit must be paid by the employer of the worker or employee who has
remained unemployed or who has started work offering lower salary after the termination. The benefit amounts to the worker's or employee's gross
salary for the time during which he has been unemployed, but for no longer than one month. Benefit for a longer period may be stipulated in a decree
of the Council of Ministers, collective agreement or employment contract. If within this period the worker or employee has started work offering
lower salary he is entitled to receive the difference for the same period. The employer must pay a benefit for the untaken paid annual leave under the
terms and conditions of Art.224 of the LC. A worker has entered into a fixed-term employment contract for a fixed period. Before the expiry of its term she submits to the employer a document issued by the health authorities proving that she is pregnant. Can the employer terminate her employment contract? Does protection against dismissal apply and is the employer required to seek permission from the labour inspectorate? The provision of Art.325, para.1, cl.3 of the Labour Code (LC) provides for that upon expiry of the agreed term the employment contract can be terminated by any of the parties without notice. This applies also to the termination of fixed-term employment contract which is concluded for a fixed period - Art.68, para.1, cl.1 of the LC. Upon termination of the employment contract for that reason the protection against dismissal does not apply and the employer has no obligation to obtain permission from the labour inspectorate. An employee is employed under fixed-term employment contract. The employer intends to offer him to conclude permanent employment contract. Is it possible to conclude written addendum pursuant to Art.119 of the LC? Is it possible to apply Art.69 of the LC and not to sign the addendum? Fixed-term contract can be converted into employment contract of an indefinite duration in the following way: by law (Art. 69 of the Labour Code (LC)) and with the signing of addendum by the parties to the employment contract (Art. 119 of the Labour Code). The provision of Art.119 of the Labour Code expressly provides for that the employment relationship may be amended by written agreement between the parties. This means that by signing an addendum pursuant to Art.119 of the LC the parties may amend each element of the content of any employment contract signed by them (position, term, salary, etc.). There is no obstacle to sign the written addendum referred to in Art. 119 of the LC before the expiry of the fixed-term employment contract and to specify therein that the fixed-term employment contract is converted into employment contract of an indefinite duration. If the parties have not signed an addendum the fixed-term employment contract may be converted into employment contract of an indefinite duration by virtue of law (Art. 69 of the LC) if the worker or employee continues to work 5 or more working days after the expiry of the agreed period. Even in this case, if an addendum has been concluded it will be illegal. What are the deadlines for payment of short-term incapacity cash benefit? The short-term incapacity cash benefit due in case of sickness, accident at work and occupational disease is paid from the first day on which the event has occurred to the day on which the worker or employee has restored his capacity to work or has become disabled. Exceptions to this rule are: -एन दृश्यता When the short-term incapacity is due to sickness, accident at work or occupational disease that has occurred within 30 calendar days upon termination of the employment contract or insurance the cash benefit is paid for the period of the incapacity but for not more than 30 calendar days. In these cases the cash benefit is not paid to persons who receive a pension or unemployment benefit, as defined by the relevant regulation. The short-term incapacity cash benefits are reimbursed by the persons for the period in which they are granted a pension or they are paid an employment benefit; -एन दृश्यता When the short-term incapacity has occurred before termination of the fixed-term employment contracts, service contracts, military service contracts and contracts for management and control of commercial companies the cash benefit is paid for not more than 30 calendar days after the termination of the relationships or contracts. If the short-term incapacity is due to accident at work or occupational disease the cash benefit is paid by the date on which the worker or employee has restored his capacity to work or has become disabled. Is the maternity benefit terminated in case of termination of the insurance? Upon termination of the insurance for sickness and maternity (e.g. due to termination of the person's employment contract) the insured person is paid a cash benefit during the time in which maternity benefit is received by the date of expiry of the whole maternity benefit period - 410 days of which 45 days before birth. Is the father entitled to cash benefit at childbirth? Since 1 January 2009 the fathers insured for sickness and maternity are entitled to cash benefit at childbirth for a period of up to 15 calendar days from the date on which the child is discharged from hospital under the following conditions: -एन दृश्यता The fathers must be insured for sickness and maternity at the time of using the right; -एन दृश्यता The fathers must be insured for sickness and maternity for at least 12 months; -एन दृश्यता The fathers must be allowed leave upon the birth of their child pursuant to Art.163, para.7 of the Labour Code; -एन दृश्यता The fathers must be married or must live in the same household. Since 1 January 2009 the fathers / adoptive fathers insured for sickness and maternity are entitled to cash benefit at childbirth in the amount determined pursuant to the procedure laid down in Art. 49 (the amount of the cash maternity benefit) after the age of 6 months of the child is the same as that used to calculate the cash benefits at childbirth of the mothers (adoptive mothers) for up to 15 calendar days. The daily cash benefit amounts to 90 percent of the average daily gross salary or average daily social security income of the father / adoptive father on which contributions are paid or payable and in terms of self-employed persons - on which contributions for sickness and maternity leave for a period of 18 calendar months preceding the month in which the leave has been granted have been paid. EN ISO 9001:2015 "Administrative Service of Physical and Juridical Persons" © 2014 2014 Official page of the Ministry of Labour and Social Policy of the Republic of Bulgaria