

Moldova

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I. Abstract

In all, 53 people were interviewed: 72% were full-time workers and 28% were freelancers working in all types of media in Moldova. More than half of the participants worked as journalists or reporters, 21% were managers (editors, deputy editors, department editors, producers).

Moldova has signed the principle international acts regulating labor relations, and the Moldovan Constitution guarantees and protects the right to work and to choose a profession, the right to create and join trade unions and to strike and prohibits forced labor. The main document that regulates labor relations in the media is the Labor Code of 2003.

The Code stipulates that employers must conclude individual employment contracts in writing. While 75% of those surveyed said that they had an individual employment contract, many media outlets violate the rule for concluding them in writing. Furthermore, it is a common practice to unfairly conclude fixed-term contracts to avoid paying all the benefits guaranteed in an indefinite contract and to allow for ease of dismissal. Most violations were working weeks that exceeded 40 hours, underpayment of wages, substandard working conditions and loss of holidays and paid annual leave.

A journalist's right to professional independence with respect to internal editorial policy often is limited in Moldova. Although the offence of slander was removed from the penal code in 2004, there is still self-censorship because editors or media outlet owners refuse to publish or broadcast articles for fear of being sued in court. Information and state advertising are also denied to outlets that are not perceived as loyal to the government. Two thirds of those interviewed said that they either constantly or intermittently felt that their working relationships imposed a certain censorship on them or that they practiced self-censorship as a result of these relationships.

The Union of Journalists of Moldova (UJM) was created in 1957 and currently has about 1500 members. In all, 17% of the respondents were members of trade unions, but none of them thought their organization was efficient or that it would be able to protect them if their rights were violated. During the interviews, 80% expressed the need to create a professional union for media workers that would be able to protect its members' rights and ensure them a sufficient level of support.

The level of legal awareness both among the journalists and media management must be improved. Furthermore, the media in Moldova would benefit from the creation of special courts to solve labor disputes.

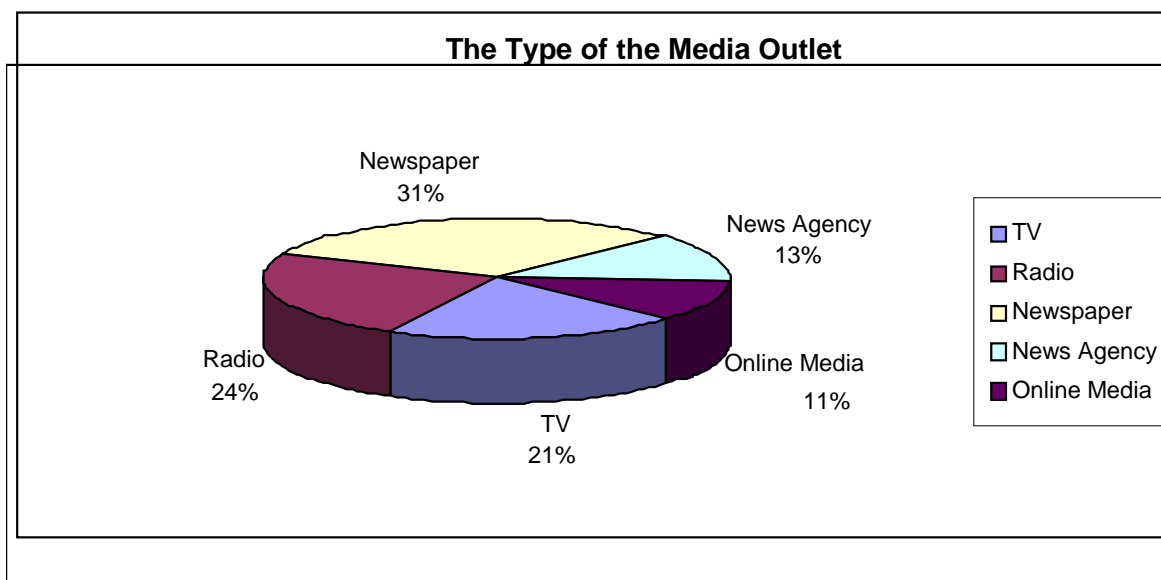
II. Overview

Questionnaires were distributed electronically, and personally during a series of workshops and at media outlets to journalists throughout the country. As a rule, the interviews were conducted directly at the workplace. The study included all types of media working in Moldova (Figure 1)¹. In addition to full-time media workers, freelancers and media managers, representatives of the International Labour Organization (ILO), the Council of Europe, non-government organizations (NGOs) and trade unions were surveyed. In all, 53 people were interviewed of whom 72% were full-time workers and 28% were freelancers. Regarding gender, 51% were women. Work

¹ Some respondents worked for two different types of media as full-time and freelance workers.

experience varied from 1 to 39 years; 15% were 18–24 years, 51% were 25–34 years, 9% were 35–44 years (9%) and 25% were more than 45 years old. More than half of the participants worked as journalists or reporters, 21% were managers (editors, deputy editors, department editors, producers). Technical staff and photographers also participated. Two thirds of the respondents worked for private media, 23% for public media and 11% for private media financed with foreign capital.

Figure 1: Percentage of Respondents by Media Type



National labor legislation and relevant international acts in Moldova that are directly or indirectly related to regulating labor relationships in the media were also studied and analyzed. While this is the first comprehensive study of media and labor relations in the country, information from related studies conducted by the Independent Journalism Center, the Association of Moldovan Journalists-Economists and other NGOs was also included.

The questionnaire was based on the sample from the Independent Journalism Center and included questions on the validity of present labor legislation, the content of individual employment contracts, violations of labor legislation, working hours and rest time, social benefit guarantees, payment of wages and application of financial sanctions, trade union activities, censorship and self-censorship and the protection of journalists' copyrights. A separate block of questions referred to the professional and personal characteristics of the respondents; we ensured the confidentiality of their information. An especially important open question asked respondents to state the most critical issues in labor relations.

The respondents proportionally represented Moldova's media outlets, and their opinions accurately reflect those of journalists working in the field. The results of this study may therefore be used with a high degree of confidence.

III. Legislation Regulating Labor Relations in the Media

The Republic of Moldova has signed the principle international acts regulating labor relations and has ratified 38 ILO conventions,² some of which refer to the media:

- Forty-Hour Week, no. 47, 1935 (09/12/1997),
- Labour Inspection, no. 81, 1947 (12/08/1996),
- Freedom of Association and Protection of the Right to Organize, no. 87, 1948 (12/08/1996),
- Protection of Wages, no. 95, 1949 (12/08/1996),
- Right to Organize and Collective Bargaining, no. 98, 1949 (12/08/1996),
- Equal Remuneration, no. 100, 1951 (23/03/2000),
- Discrimination (Employment and Occupation), no. 111, 1958 (12/08/1996),
- Minimum Wage, no. 131, 1970 (23/03/2000),
- Minimum Age, no. 138, 1973 (21.09.1999),
- Collective Bargaining, no. 154, 1981 (14/02/1997),
- Occupational Safety and Health, no. 155, 1981 (28/04/2000).

In 2001, Parliament partly ratified 63 of the 98 paragraphs of the European Social Charter of the Council of Europe of 1961. Their reservations were about the right of workers to remuneration that would ensure them and their families a satisfactory livelihood; about increased wages for overtime work and about the right of young workers and apprentices to fair wages and other corresponding raises in wages. In 2006, the European Committee for Social Rights negotiated with representatives of the government about ratifying the other clauses of the Charter, but this issue has still not been resolved.³

Regarding Commonwealth of Independent States (CIS) acts, the Convention of the International Union for Improving Qualifications and Supporting the Creative Work of Journalists was ratified by Parliament in 1998.⁴ The objective of the Union is to make governments create good working conditions for independent media in member countries, but the principles of this Convention have not yet been implemented.

The Moldovan Constitution guarantees and protects the right to work and to choose a profession, the right to create and join trade unions and to a strike and prohibits forced labor.⁵ The professional activities of a journalist who has established a working relationship with a media outlet are also regulated by national legislation on media, but a journalist is simultaneously subject to the provisions of Moldovan labor legislation. As a rule, these laws treat journalists the same as other categories of citizens.

The main document that regulates labor relations in the media is the Labor Code of the Republic of Moldova adopted by Parliament on the 28 March 2003. It regulates all aspects of individual and collective labor relations. Its provisions are mandatory for citizens, foreign nationals and stateless persons with individual employment contracts with local employers and for all employers including natural or legal persons in the public and private sectors. The Code states that the labor relations of media workers have special provisions set forth in legislation.⁶ In addition, the Press Law stipulates that a journalist is, “a person who develops literature and

² The information about the ratification of conventions was taken from the official website of the International Labour Organization: <http://www.ilo.org/ilolex/english/newratframeE.htm>.

³ The implementation of the European Social Charter in the Council of Europe Member States: survey by country. Moldova. http://www.coe.int/t/e/human_rights/esc/5_survey_by_country/Moldova_en.pdf

⁴ Decision No. 1604-XIII of March 17, 1998.

⁵ Articles 42-45 of the R Constitution of 29/07/1994.

⁶ Article 325.

advertising for mass media based on a contract or in other conditions in compliance with the provision of the legislation in force.”⁷

As stipulated in Article.4 of the Labor Code, labor relations in the media are additionally regulated by the following:

- Constitution of the Republic of Moldova;
- parliamentary decisions;
- decrees of the President of Moldova;
- government decisions and ordinances;
- labor acts issued by central public authorities within the limits of the powers delegated to them by the government;
- acts of local public authorities;
- statutes of enterprises;
- collective labor contracts and collective agreements;
- international contracts, agreements, conventions and other international acts, to which Moldova is a party.

In line with the provisions of international laws and the Constitution, the Code also includes the following basic principles that refer to the media:

- the right of each worker to fair working conditions corresponding to standards of safety and health and the right to rest including limiting working hours, annual paid holidays, daily rest, days off and non-working holidays;
- protection against unemployment;
- equality of rights and opportunities of workers;
- guarantee of full and fair remuneration to provide a decent livelihood;
- the right of workers and employers to associate to protect their rights and interests including the rights of workers to associate in trade unions;
- employer’s responsibility to compensate workers fully for pecuniary and non-pecuniary damages caused while executing duties;
- state guarantees for ensuring workers’ and employers’ rights are observed;
- the right of each worker to directly address supervisory bodies with labor jurisdiction;
- obligations of collective and individual employment contracts including the employer’s right to demand performance of duties and care for the property of the employer and the worker’s right to demand employers observe labor laws;
- the right of trade unions to exercise control over the observance of labor legislation;
- the right to protect a journalist’s honor, dignity and professional reputation;
- the right to mandatory social and medical insurance.

While the Code and labor laws provide for basic rights and guarantees for workers, individual and collective labor contracts may provide additional rights and guarantees, but any clauses that deny the basic rights in labor laws are void. In compliance with the Press Law, journalists also have specific rights and liabilities.⁸ In particular, they have the right to refuse to prepare and/or sign articles that are against their convictions or that have been changed during editing, they can demand anonymity and they have privileges regarding transport.

The Code provides for the concept of social partnership, i.e., “a system of mutual relationships between workers (their representatives), employers (their representatives) and corresponding public authorities in the process of determining and realizing the social and economic rights and interests of the parties.” The social partnership in an enterprise is between the workers and the

⁷ Article 19 of law 243 of 26/10/1994.

⁸ Article 20 of the Press Law No. 243 of 26/10/1994.

employers via their representatives while at the branch, regional or national level, trade unions, employers associations and public authorities form the partnership.

Another form of social partnership is collective bargaining for collective labor contracts and collective agreements. According to the Labor Code, a collective labor contract is, “the legal act regulating labor and other social relationships at the enterprise concluded in written form between the workers and the employer by their representatives.” The content and structure of the collective labor contract are defined by the parties, but the Code provides a model of recommended mutual responsibilities for workers and employers that may be included. Collective labor contracts may stipulate privileges and advantages for workers and also more favorable working conditions than those stipulated in current legislation. The Code regulates in detail the conditions for concluding collective labor contracts, for their term of validity and for amending them.

The Code defines a collective agreement as, “the legal act establishing the general principles of regulating labor, social and economic relations concluded by authorized representatives of workers and employers at the national, regional and branch levels within the limits of their competence.” It may comprise clauses regulating remuneration, working conditions and safety, work and rest, social partnerships and other issues the parties may define.

The Code provides comprehensive details on regulating individual employment contracts including conditions of conclusion, amendment, dissolution and cessation. Such contracts represent, “an agreement concluded between the worker and the employer on the basis of which the worker pledges to perform work corresponding to a certain specialty, qualification or position to which he is appointed while observing the regulations of the enterprise, and the employer commits himself to providing the worker with working conditions as stipulated in the present Code and other statutes containing labor rights or in the collective labor contract and also to pay full wages.”

According to the Code, the content of an individual employment contract shall comprise the following:

- the worker’s surname and name;
- the employer’s identification data;
- the term of the contract;
- the date the contract takes effect;
- position and function of the worker;
- specific risks of the position;
- the employer’s rights and responsibilities;
- remuneration including wages , bonuses, premiums and material aid;
- indemnifications and allowances for heavy work and work in harmful or dangerous working conditions;
- the place of work;
- work and rest time;
- probationary period (if there is a need);
- the duration of and conditions for granting an annual paid holiday;
- provisions of collective labor contracts and regulations regarding conditions of work;
- social insurance payments;
- medical insurance payments;
- other stipulations that do not contradict those of the legislation in force.

In addition to general terms, the parties may negotiate and include special clauses in an individual employment contract such as mobility, confidentiality and compensation for transport

expenses, public utility costs and lodging. Such contracts are concluded as a rule for an indefinite term. An individual employment contract may also be concluded for a fixed period not exceeding five years for creative workers in art and culture and workers employed for temporary work in compliance with the Labor Code. If the term is not specified in the individual employment contract, then the contract shall be considered to be for an indefinite period.

In compliance with the Labor Code, a worker is entitled to conclude an individual employment contract with two or more employers at the same time. Unlike the former legislation, the current Labor Code stipulates that employers must conclude individual employment contracts in writing. The contract takes effect on the date it is signed if not otherwise stipulated. If an individual employment contract was not concluded in written form, the contract shall be considered as concluded for an indefinite term and legally effective from the date the employee started to work. When concluding an individual employment contract, the employer may set a probationary period of up to three months for employees and of up to six months for officers. For fixed-term contracts, the probationary period shall be reduced.

Special contracts can be written for performing specific assignments. By entering into such a contract, the worker undertakes to carry out for the employer the assignments stipulated therein and is entitled to receive monthly remuneration in the form of wages. This contract shall be used in cases when it is not possible to determine the precise time for completing a task. The contracting parties may agree on the general terms of execution and on terms for carrying out certain aspects of the work. The content of the contract shall be determined by the parties observing the general provisions of the Labor Code. The legislation also provides special conditions for accepting and terminating this type of employment contract.

A worker is entitled to resign, that is, to dissolve an individual employment contract concluded for an indefinite term of his own volition. He shall notify his employer 14 days beforehand in writing. The Labor Code indicates the grounds for the dismissal of the worker by the employer. It is prohibited to dismiss workers who are members of trade unions without the preliminary consent of the trade union body or without preliminary consultation with it. The Labor Code stipulates a special procedure for dismissal in the event of the liquidation of the enterprise. Workers who are illegally dismissed or transferred to another job may be re-employed by means of direct negotiations with the employer or by a court decision in the case of litigation. If the court finds that the employee was improperly dismissed, the employer shall compensate the employee for damages caused including both compensation for the period of forced absence from work and for the costs of litigation.

The normal duration of the work week shall not exceed 40 hours. For some categories of workers depending on age, state of health, working conditions and other circumstances, in compliance with legislation and individual employment contracts, reduced work weeks of 24 and 35 hours have been established. Also, for some categories of workers whose jobs demand increased intellectual and psycho-emotional efforts, the work week shall not exceed 35 hours. Moldovan legislation does not include creative media workers in this category⁹ as countries like Russia do.

Working hours shall be distributed, as a rule, in a uniform way as eight hours per day for five days with two days off. Both the worker and the employer may, however, agree on a reduced working day or a reduced working week. Remuneration in such cases shall be proportional to the time worked, or it can depend on the amount of work done. This does not involve any restrictions on the worker's rights. In exceptional cases, provisions can be made in a collective labor agreement and/or the internal regulations of the enterprise for a six-day working week with

⁹ Government Decision No. 1254 of 15/11/2004 *Regulations on Payment of Wages to Certain Categories of Workers Who Benefit from Reduced Duration of Work Time.*

one day off. Workers under 16 years of age may not work more than 5 hours, and workers from 16 to 18 years have a limit of 7 hours. The maximum duration of daily work shall not exceed 10 hours within the normal 40-hour working week. Employers may, with a worker's written approval, set up individual work schedules with flexible working hours provided they are allowable by enterprise regulations and collective or individual employment contracts.

The duration of the working day on the eve of a holiday shall be at least one hour less for all workers except those who have reduced working hours. The Labor Code also regulates overtime work and night work. The employer must keep track of the time that was actually worked by each employee.

During the working day, employees should have a break for a meal the duration of which shall not be less than 30 minutes that, as a rule, is not included as work time. Weekly rest shall be for two consecutive days, generally on Saturday and Sunday. In some cases, the weekly rest period may be granted on other days of the week. In any case, it shall not be less than 42 hours except for six-day working weeks.

The right to an annual paid holiday is guaranteed to all workers with individual employment contracts and is not subject to concessions, refusals or restrictions. The duration of a holiday shall be not less than 28 calendar days not including non-working days and holidays. The Labor Code also regulates the way to calculate the length of service entitling an employee to an annual paid holiday and the way it is offered, the rules for setting up the schedule of holidays and payment of holiday allowances. The annual paid holiday may be deferred or prolonged only in exceptional cases. Not granting the annual paid holiday two years in a row and paying for unused annual leave are forbidden. If an individual employment contract is suspended or terminated, the worker has the right to receive pay for all annual paid holidays that were not used.

Due to family circumstances and for other valid reasons, workers may on written application and with the employer's consent be granted leave without pay for up to 60 calendar days. This may be attached to the annual paid holiday or it may be used separately as agreed with the employer.

Paid sick-leave shall be given to all workers who provide a medical certificate. Establishing, calculating and paying the allowance for sick leave from the budget of the state social insurance funds is stipulated in the current legislation; there are no special circumstances for media workers. The Labor Code also regulates granting prenatal and postnatal leave, partially paid leave for child care until the child is three years old and additional leave for caring for children from three to six years old.

Discrimination in setting and paying wages is prohibited. Wages are guaranteed and confidential. The government sets the guaranteed minimum wage, taxes and additional compensatory payments and bonuses as regulated by the legislation in force. The minimum wage does not include additional payments or bonuses and may not be reduced by clauses in collective or individual employment contracts.

The system for paying wages is established by the law or by other statutes depending on the legal and organizational form of the enterprise, its means of financing and its type of activity. Wage rates, official salaries and other forms and conditions of remuneration at self-supporting enterprises are established by collective or individual negotiations between the employer and the workers and are stipulated in collective and individual employment contracts. The employer has the right to establish systems of rewards, additional payments and bonuses. In addition to regular salary payments, workers can avail of profit sharing programs, and employers may grant additional material help according to provisions in the collective labor contract and/or the statutes in force.

The Labor Code also regulates the terms, frequency and place of salary payments; the amount of severance pay if an individual employment contract is terminated; the priority for paying wages in relation to other payments; compensation of loss from delayed wage payments; wage deductions and the responsibility for delay in delivering the work record.

In addition to the general guarantees and compensations stipulated by the Code, workers can also receive compensation for official trips, moving to work in another district and combining work with studies. The Code also specifies who has job priority in staff reductions. As a rule, workers with higher qualification and productivity get priority. The Code also guarantees severance pay for workers dismissed because the business closes, because of staff reductions or in a variety of cases of termination of individual employment contracts.

The internal regulations of an enterprise shall contain health and safety regulations; non-discrimination and non-harassment clauses; employer's and worker's rights and responsibilities; work rules; disciplinary procedures if rules are breached and sanctions applicable in compliance with current legislation and work and rest hours. Employers must acquaint workers with these internal regulations; workers are then legally responsible for complying with them from the date they were so informed.

Discipline is ensured through the creation by the employer of economic, social, legal and organizational conditions for the normal performance of duties, through applying stimuli and compensation for exceptional work and also through sanctions in case rules are breached. For exceptional performance, the employer may offer gratitude, bonuses, valuable presents or certificates of honor. Journalists have thus been nominated for state awards for their work and their merits for society.

If rules are breached, the employer may apply disciplinary sanctions in the form of warnings, reprimands, severe reprimands or even dismissal. No more than one disciplinary sanction shall be applied for the same breach; sanctions shall be applied not later than one month from the date of detection of the breach.

Labor legislation requires employers to create the necessary conditions and to promote the professional and technical training of workers who improve their professional skills or study in educational institutions while working. The conditions and forms of vocational training, its duration, the parties' rights and liabilities, as well as the volume of funds allocated for these purposes (not less than 2% of the wage fund) are defined by provisions in the collective labor contract or collective agreement.

A party that causes pecuniary and/or non-pecuniary damage to another party in a labor contract while performing his/her duties shall pay damages in compliance with the provisions set forth in the Labor Code or other acts. The parties may specify their pecuniary responsibilities in the individual and/or collective labor contracts. Compensation shall not, however, include any benefit lost to the employer because of a breach committed by the worker. Non-pecuniary damages shall be compensated in monetary or other form as determined by the parties involved. All disputes and conflicts in connection with compensation for damages shall be referred to the courts. The Labor Code specifies a series of circumstances that exclude workers' pecuniary responsibilities and define their limits.

Labor jurisdiction involves settling individual or collective disputes about negotiations for concluding collective or individual contracts; performance; modifying, suspending or terminating collective or individual employment contracts; collective agreements and workers' social, economic, professional and cultural interests. The parties involved may be workers,

employers, trade unions and other representatives of workers, employers associations and in some cases, the central and local public authorities and the public prosecutor.

Individual labor disputes are disagreements between workers and employers in connection with the individual employment contract and related issues. In 2006, based on practical need, Parliament specified a series of Labor Code amendments and included more grounds for individual labor disputes¹⁰. An application to settle an individual labor dispute must be submitted to the court within one year of the day the worker learned or should have learned about the violation of his rights or within three years if the subject of the dispute is payment due to the worker. The legislation stipulates a 30-day period for resolving individual labor disputes in court. Judgments issued in such cases can be appealed in compliance with civil legislation.

In all cases when there is a collective labor dispute, the workers' representatives have the right to submit requests to the employer to set up new or to change existing working conditions, to hold collective negotiations and to conclude, modify and execute collective labor contracts. Such requests shall be submitted in writing and must cite concrete references to legislation that was violated. The employer shall provide the workers' representatives with a written answer within five working days from the date the request was received. Equal numbers from all parties to a conflict will form a commission to resolve the issue. If the parties cannot come to an agreement or do not agree with the decision adopted by the commission, each has the right to go to court within a certain time limit.

According to the Labor Code, strikes may be held only to protect workers' professional, economic and social interests and not to pursue political goals. Strikes may be declared provided that all means of settling a collective conflict have been exhausted within the framework of the reconciliation commission. An employer may not hire people to replace strikers. Rules for strikers shall be considered by the National Commission for Consultations and Collective Bargaining under a special law.¹¹ The right to announce and organize a strike at the national level rests with the national trade union. The right to announce and organize a strike at the branch level rests with the branch trade union.

The main regulatory agency is the Labor Inspectorate of the Ministry of Economy and Trade. The Labor Code provides details on its objectives, main powers and employer's responsibilities; however, trade unions have the right to monitor the observance of labor legislation by employers at all enterprises thus creating their own labor inspectorates. They can appoint labor safety representatives who can visit and assess the premises; they can independently assess working conditions and the maintenance of workplace safety; they can request information from employers that is needed to carry out inspections; they can protect the rights and interests of trade union members in a broad spectrum of labor issues and they can file appeals in compliance with procedures set forth in statutes to defend workers' labor, professional, economic and social rights. Nevertheless, the list of trade union rights stipulated in the Labor Code is not a comprehensive one.

Journalists' copyrights are protected by the Law on Copyrights and Related Rights. Literary works (including articles), audio and video productions, photos and work produced by similar methods, translations, adaptations and any other remakes, compilations and databases are eligible for copyrights.¹² The Broadcast Code provides for the observance of copyright and related rights while translating programs by broadcasters.¹³ Legislation provides for property

¹⁰ Amending and Complementing the Labor Code. Law No. 8 of 09/02/2006.

¹¹ Law No. 245 of 21/07/2006 On the Creation and Operation of the National Board for Consultations and Collective Bargaining, and Branch and National Boards for Consultations and Collective Bargaining.

¹² Article 6 p. (2) of the Law on Copyright and Related Rights No. 293-XIII of 23./11/1994.

¹³ Article 18, p. (1) of the Broadcast Code (No. 260 of 27/07/2006).

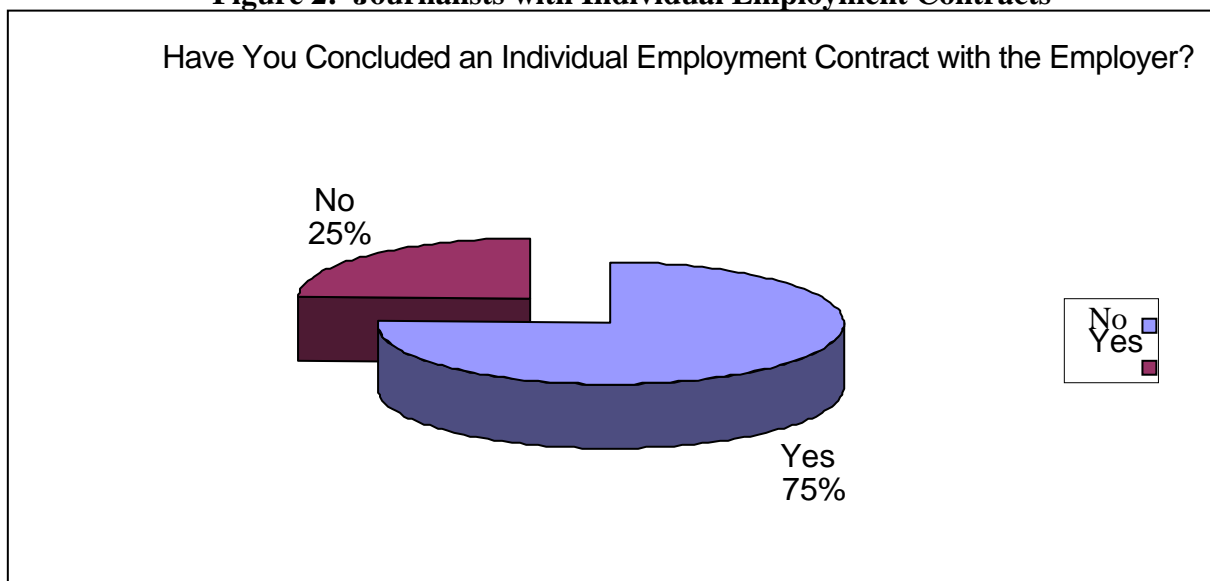
rights to information and for intellectual property rights. The electronic press has related rights concerning interpretation and satellite and cable television programs. News programs are, however, not subject to copyright as they do not have a creative character.¹⁴

IV. The Implementation of the Legislation in Practice

According to the ILO office in Moldova, the provisions of national labor legislation correspond to generally accepted international standards, but often there appear problems with their implementation. The analyses conducted for this report showed that violations of journalists' labor rights do take place in many outlets in all types of media.

There are series of problems related to concluding individual employment contracts. Three fourths of those surveyed said that they had an individual employment contract (Figure 2); 62% said that the contract protected them against unwarranted sanctions and dismissal, but 33% said the opposite and 5% said it was difficult to answer the question. Many media outlets violate the rule for concluding individual employment contracts in writing. This is due to the fact that before the new Labor Code came into force, contracts were concluded either in oral or written form. Since the Code, even amendments to contract clauses must be in writing and signed by the employer and the worker. Nonetheless, some editorial offices continue to make oral agreements, for example, for amending job descriptions.

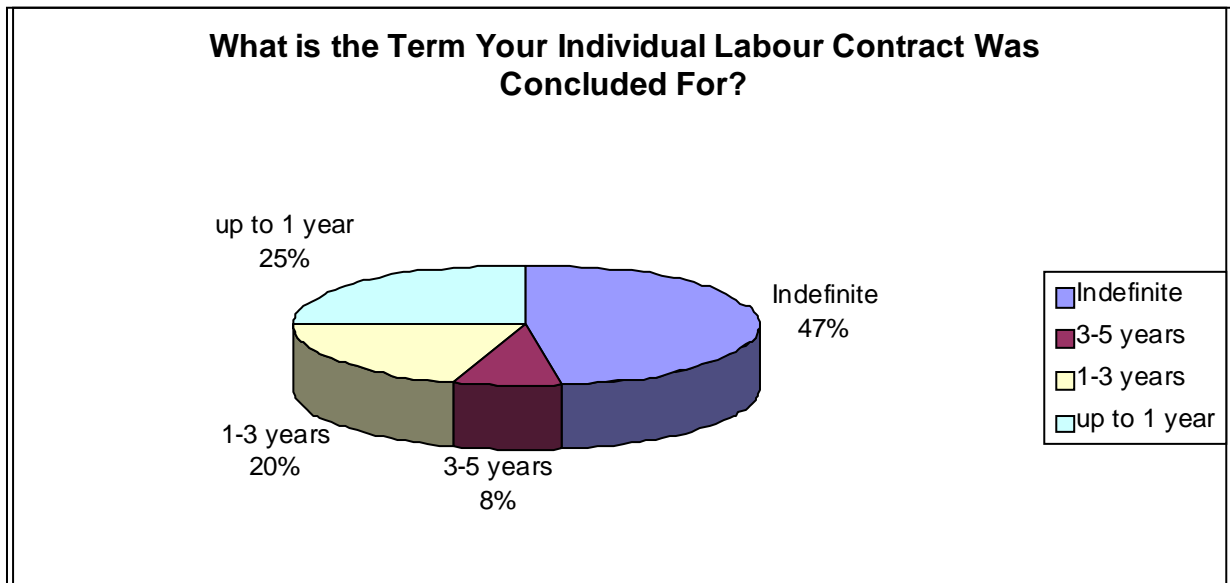
Figure 2: Journalists with Individual Employment Contracts



It is a common practice to conclude fixed-term employment contracts even though the requirements specified in labor legislation for doing so are not met (Figure 3). Thus some outlets conclude the same contracts with permanent workers that they do when employing temporary substitutes for workers who are absent for lengthy periods or for persons hired to execute certain specific, finite tasks. The Labor Code prohibits concluding such agreements if the purpose is to avoid granting the rights and guarantees to workers who should have indefinite employment contracts. When the fixed-term contract expires, the employer may easily get rid of a worker. In many cases, such contracts influence workers who fear losing their jobs if they are not loyal to management.

¹⁴ Article 7 p. (1) of the Law on Copyright and Related Rights No. 293-XIII of 23/11/1994.

Figure 3: Length of Individual Labor Contracts



Not long ago, a Chisinau district court examined a labor dispute between a Chisinau newspaper and a correspondent of that newspaper.¹⁵ The correspondent was dismissed on the expiration of the fixed-term employment contract. The court concluded that the dismissal was illegal because the contract was in breach of the Labor Code as there were no grounds for concluding a fixed-term contract. The correspondent had faithfully performed all tasks set by management and had prepared articles in a timely fashion. Taking into consideration the nature of the job and the working conditions, it could not qualify as temporary work. Furthermore, a fixed-term contract was not in the correspondent's best interests, but he had no choice as the administration insisted on it. In compliance with the court judgment, the newspaper was obliged to restore the correspondent to the same position, to pay him compensation for his forced absence from work and to adjust the employment contract to comply with the law.

A related problem is the content of the contracts. According to a representative of a private radio station and publication, "Many journalists have problems because the duties set out in their contracts are not concretely specified. For instance, in the contract that they have concluded with the employer, as a rule, the topics the journalist should specialize in are not stipulated nor are the volume and genre of articles, topics and programs."

Many breaches are also committed when establishing probationary periods. Probationary clauses should be stipulated in individual employment contracts, but many media outlets do not include them, or they conclude contracts after the probationary period. According to current labor legislation, if a probationary clause is not expressly stated in the contract, then it is understood that the worker was hired without a probationary period. During the interviews, we were also informed that the management of a private periodical required a probationary period for a worker under the age of 18; that is strictly prohibited by the Labor Code.¹⁶

Another problem with probationary periods is that they can be misused. A representative of a private TV channel said, "As far as I know, there's a common practice to employ people with so called probationary periods the duration of which vary. The employers make so many very difficult demands during probation that they can easily say good bye to the worker even without

¹⁵ The information on this labor dispute was obtained during the interview and by reading court documents.

¹⁶ Article 62 of the Labor Code.

paying the full salary due. This situation is especially true for the lower and medium levels of technical workers and for auxiliary staff.”

When asked how often employers violated their labor rights, the answers indicated there was a great deal of divergence between the provisions of the Labor Code and the way they are applied in practice in the media sector (Table 1). Two respondents also said that they knew of cases of age discrimination; similar cases were cited in the study “A comprehensive assessment of media needs in Moldova” carried out by the IJC.¹⁷

Table 1: Frequency of Violations of Labor Rights

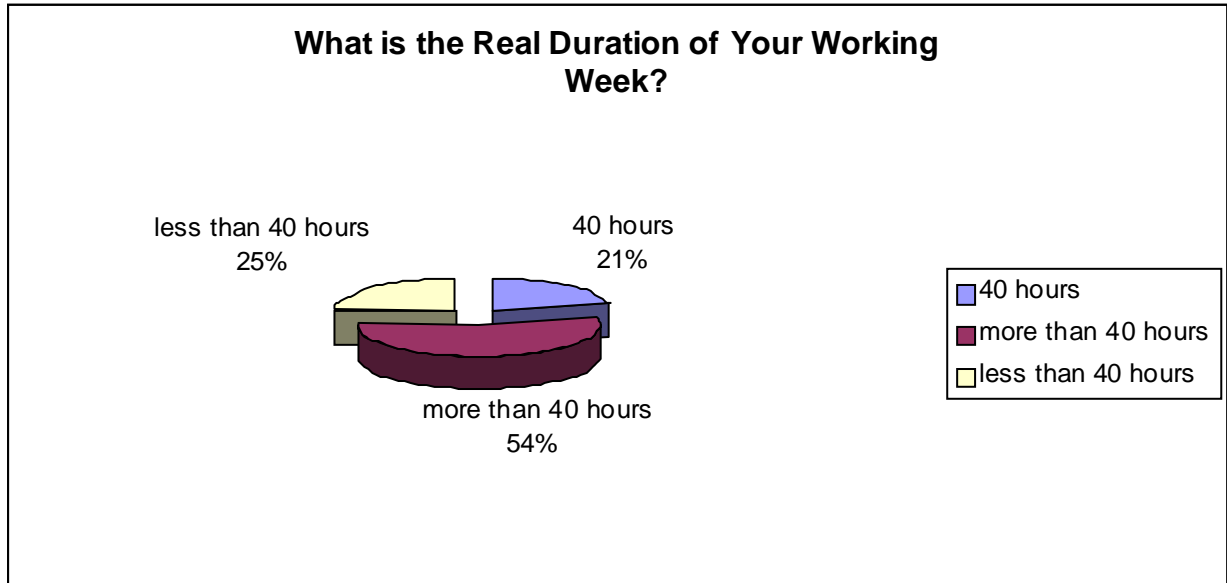
| Violations | Yes | No | Sometimes | I don't know |
|--|------------|-----------|------------------|---------------------|
| Payment of wages | 11% | 40% | 32% | 17% |
| Working conditions | 26% | 42% | 30% | 2% |
| Duration of the working day | 23% | 32% | 28% | 17% |
| Rest time | 23% | 39% | 30% | 8% |
| Annual paid holiday | 25% | 50% | 21% | 4% |
| Work not stipulated in the employment contract | 25% | 39% | 30% | 6% |

Two thirds of the respondents (66%) worked on the premises of the employer; the rest worked at home. Many cited the lack of properly equipped work stations and modern computers. In all, 59% of the respondents decided where they would work. More than half (54%) mentioned that the duration of the working week exceeded 40 hours (Figure 4). In 58% of cases, the decision on when to work was made by the employer, not by the journalists. The participants mentioned cases of long working hours, their distribution during the week and loss of weekends and annual paid holidays. A journalist in public media said,

Some editors and media managers do not understand the nature of the work of a journalist. For instance, they utilize the notion of output rate generally recognized in labor legislation, but it is absurd to take such an approach toward journalists as their jobs are directly related to creativity. That means that work may be created only if there's an inspiration when the journalist has free time or is even at home. It's impossible to create something strictly within the framework of the regulated time a journalist should be at a desk. Sometimes journalists may not create anything during an entire week, but after that they write a series of articles in one day.

¹⁷ Independent Journalism Center and Centre for Sociology and Gender Studies. (forthcoming). “A comprehensive assessment of media needs in Moldova.”

Figure 4: The Duration of the Work Week



According to the Labor Inspectorate’s report for 2006, 40% of violations of labor legislation involved paying wages. This was true for media outlets too. In January and February 2007, the average monthly wage in Moldova according to the National Bureau of Statistics was 1971 lei (around 119 euros) which was an increase of 22% over the same period in 2006.¹⁸ The Ministry of Economy and Trade, however, stipulated that in 2007 the average wage should be 2015 lei. In addition, 88% of the respondents said that the wages they received were not enough for the work they did; only 12% were satisfied. The participants also were asked to compare their incomes with the average wage in July 2007 (2048 lei) when the survey was carried: 56% said that their incomes were lower; 21% were higher and 23% were the same. Table 2 has a breakdown by media type, position held and work experience. Similar results were obtained in the study “A comprehensive assessment of media needs in Moldova” carried out by the IJC for 60 Moldovan electronic and print media outlets.¹⁹

Table 2: Wages by Media Type, Years of Experience and Position in 2007

| | | Less than 2000 lei | 2000 lei | More than 2000 lei | No pay |
|--|----------------------|--------------------|----------|--------------------|--------|
| Area of Activity | Newspapers/magazines | 52% | 19% | 22% | 7% |
| | News Agencies | | 100% | | |
| | TV | 56% | 31% | 13% | |
| | Radio | 33% | 20% | 27% | 20% |
| Years of experience at the institution | Less than 1 year | 50% | | | 50% |
| | 1–5 years | 59% | 15% | 19% | 7% |
| | 6–10 years | 35% | 29% | 24% | 12% |
| | 11–15 years | | 57% | 43% | |
| | More than 21 years | 71% | 29% | | |
| Work Experience in media in general | 1–5 years | 80% | 5, % | 15% | |
| | 6–10 years | 30% | 20% | 30% | 20% |

¹⁸ National Bureau of Statistics. “Social and Economic Situation of the Republic of Moldova in January-September 2007.” <http://www.statistica.md/>.

¹⁹ Independent Journalism Center. Op.cit.

| | | | | | |
|---------------------|------------------------------------|-----|-----|-------|-----|
| | 11–15 years | 9% | 55% | 27% | 9% |
| | 16–20 years | | 40% | 40, % | 20% |
| | More than 21 years | 57% | 29% | 7% | 7 % |
| Type of institution | Public | 70% | 17% | 13% | |
| | Independent | 32% | 30% | 24% | 14% |
| Position held | Director/Editor-in-Chief | 20% | 33% | 27% | 20% |
| | Deputy Director/Deputy Editor | 33% | 33% | 33% | |
| | Director (Chief) of the Department | 43% | 14% | 29% | 14% |
| | Photo Journalist | 50% | 50% | | |
| | Reporter/Correspondent | 61% | 21% | 15% | 3% |

Respondents were asked if their wages were set and paid in the proper way: 75% said yes, 17% said no and 8% said partially in the proper way. In addition, 78% were covered by medical and social insurance, 14% were not and 8% couldn't answer the question. Official and unofficial data about wages are conditional, however, as government agencies do not have complete information, and people often do not want to talk about their salaries. Thus in the Independent Journalism Center study in 2007, 97% of media representatives said that their wages were paid properly.²⁰ A private media manager said,

Let's look at things in a real way. If my accounting was totally transparent, where would I get money to pay wages? The state cares only about completing the budget and not about creating conditions for developing the economy and the activity of independent media. We pay a portion of wages under the table, and the rest in the proper way with due contributions to the social and medical insurance funds. Soon, however, we plan to start paying full wages in the proper way. Before, workers used not to think about social guarantees. They were interested only in getting money and did not care about the way it was done—through a payroll or under the table. Now there's another tendency. Consumer credits are very popular, and in order to get such a credit one must present a wage certificate. More than that, the workers care about payment for sick leave and the way their pensions will be calculated when they retire.

According to the study of 100 media workers representing 38 media outlets including news agencies, TV and radio, newspapers and magazines and independent journalists by the Association of Journalists-Economists and the Committee for Freedom of the Press in 2005 with technical support from the independent sociology and information service "Opinia" and financial support from the Eurasia Foundation, 84% of the journalists were not satisfied with the way their social and economic rights were protected, and only 14% were satisfied with their relationship with their employers. The most frequently violated rights were of working conditions, the duration of the work day, holidays and remuneration.²¹

Respondents were asked what measures would be taken if they committed an error, a breach of professional ethics or a violation of the work contract (Table 3). In all, 38% stated that as a rule their employers did not apply sanctions unless breaches were spelled out in labor legislation or in the employment contract. There were cases when financial sanctions were applied to journalists because their work did not correspond to the editorial policy of the media outlet.

²⁰ Ibid.

²¹ Association of Journalists-Economists. 2006. "Worker-Employer Relationships in Mass Media: The Law and Reality. A Guide for the Journalists."

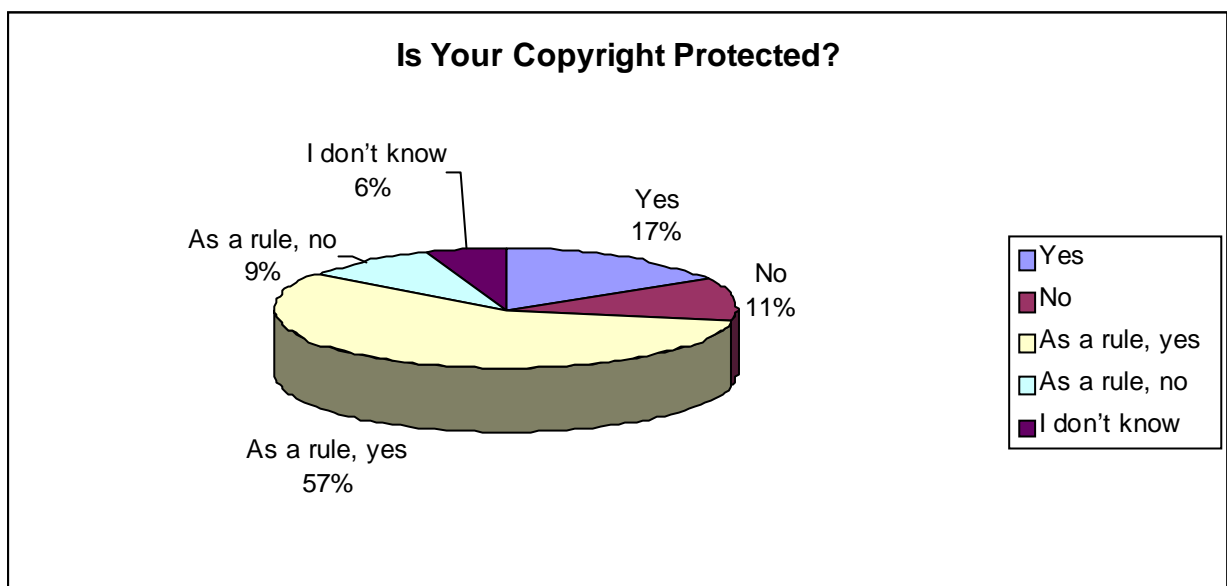
Table 3: Measures Taken by Employers when Employees Commit Errors

| Measures taken | Yes | No | Sometimes | I don't know |
|---|-----|-----|-----------|--------------|
| Financial sanctions (deductions from wages, honorariums, bonuses) | 26% | 55% | 17% | 2% |
| Official reprimands (simple or severe) | 44% | 49% | 7% | 0% |
| Dismissal | 9% | 53% | 30% | 8% |

Most respondents had no complaints regarding the observance of their copyrights as 74% stated that they were always protected or were protected as a rule (Figure 5); however, there was confusion about who owned the copyright to work they had been assigned by their employers. According to the legislation, the right belongs to the author, but it is transferred automatically to the employer with whom the author has concluded an employment contract. This can, however, be changed by including a cause to that effect in the contract. Some copyright violations occur during editing. Usually, a journalist finds out that an editor made changes only when the article appears in press or is broadcast. This is a direct violation of the legislation on copyrights. Journalists have the right to demand seeing articles after corrections and editorial review and prior to publication as they may decide to remove their names from material that has been significantly altered. A news agency employee said,

There's a rule in our company according to which any communication of an informative character is not subject to copyright, but often the process of gathering news involves even bigger efforts and costs than the preparation of analysis, for instance. At the same time, managers do not take into account the fact that if the news event is reproduced in the form of a report that in addition to the information also supposes an original approach, then such work should be subject to copyright.

Figure 5: Protection of Copyright



One of the journalists interviewed talked about the right to a by line, a pen name or to remain anonymous. In practice, newspapers very often indicate the authors' names in a general list, so it is impossible to determine who actually wrote what. According to the legislation, authorship should be clearly indicated. A journalist working for a private media outlet said,

The right to a by line is a very important right for journalists as many prefer signing their work with a pen name. It is not a secret that not only in our country, but also worldwide, there are cases of illegal persecution of journalists because of their publications. I wanted to include a stipulation in my employment contract concerning what name would be more appropriate to use for future publications, but unfortunately the employer did not accept my proposal.

Freelance journalists in Moldova work for different types of media outlets. Very often they are prominent journalists who gather unique information, produce competitive articles, get exclusive interviews or obtain the rarest photographs and then sell them to media outlets. They may work independently, or they may get orders for articles from employers with whom they have concluded civil contracts. These can be temporary employment contracts or agreements or contracts for specific assignments. The legal status of such agreements depends on their content. If upon concluding a civil contract with a media outlet the worker becomes a staff member, then their relationship is subject to labor legislation. The worker is then entitled to social guarantees and benefits such as sick leave, annual paid holidays and others that a worker who has concluded a fixed-term (civil) contract is not entitled to.

According to statements made by the managers of some media outlets, very often there are difficulties in regulating the working time and responsibilities of freelance workers. On one hand, freelancers are not subject to the internal regulations of the outlet that invited them to work, but on the other hand, the work they provide has been specifically requested and must meet a deadline. In order to avoid any conflicts, the contract should clearly stipulate all departures from legislation norms regulating the specific type of contract.

The questionnaire included an open question on the most serious problems in labor relations in media. The following items were mentioned:

- low pay;
- some media outlets pay wages totally or partially improperly;
- difficult economic situation in the country;
- journalists lack motivation (including financial motivation) in their work;
- lack of moral stability and unprofessional attitude that makes journalists dependent on employers' will and not on society's needs;
- poor organization of work in media outlets;
- employers demand overtime work and work during days off;
- employers dictate the topics of publications;
- pressure from authorities and employers;
- employers who had not worked before in media do not understand journalists' work;
- no optimal working conditions and modern technical equipment that journalists need;
- lack of individual employment contract that provides salary clause, mandatory annual paid holiday and other social guarantees;
- insufficient legislative provisions for social guarantees for journalists;
- employers do not always observe the provisions in the individual employment contract;
- shortage of young journalists in regional media;
- lack of a body to solve problems between journalists and employers efficiently;
- lack of support and protection from professional and trade unions;
- lack of solidarity among journalists.

V. Censorship and Self-censorship as an Effect of Labor Relations

The Moldovan Constitution prohibits censorship stating that, “The mass media may not be subject to censorship.”²² In addition, the Press Law says, “Any kind of censorship of periodicals and news agencies and interference in their activity related to the preparation and distribution of information is prohibited,”²³ and the Broadcast Code states, “Any censorship of TV and radio communication is prohibited.”²⁴ Unfortunately, in practice, these prohibitions do not deter the current system that limits the freedom of the press, so many national and international media researchers and managers of various legal protection organizations agree that there is censorship and self-censorship in Moldova.

During the interviews, cases of informally making recommendations by telephone calls from state authorities on the way specific events should be reported were mentioned. This constitutes direct interference with the editorial policy or content of publications or programs in public and sometimes even private media outlets. Informal censorship also includes “friendly pressure” from policy makers when they ask journalists not to publish certain items or vice versa, when they ask them to adopt a specific point of view on an issue. Information and advertising have been withheld from media outlets that are not perceived as loyal to the government. Instead, the advertising of public companies is placed exclusively in “loyal” outlets. Both journalists and NGO representatives cited cases of abuse of regulatory and control functions directed against a certain media outlet that were nonetheless legal. One example was manipulating contests for issuing licenses to broadcasting companies in order to support political allies and deprive independent or opposition media. Another was selective fiscal, labor or other inspections on outlets “on which pressure needed to be put.”

Most of the respondents acknowledged cases of abuse of the legislation on defamation due to the existing dependence of the courts on the executive branch and to the fact that they are corrupt. In spite of the fact that in 2004 the offence of slander was eliminated from the Penal Code, there’s still a tense situation in this area. One of the most efficient means of putting pressure on the media is the threat of a suit for millions of lei in for compensation for damage caused.²⁵ Not withstanding existing international practices, the plaintiffs request not only denial of facts but also of opinions.

When asked if they would have to pay damages if they were sued in court, 31% said yes, 37% said no and 32% did not know what their employers would do in such cases (Figure 6).

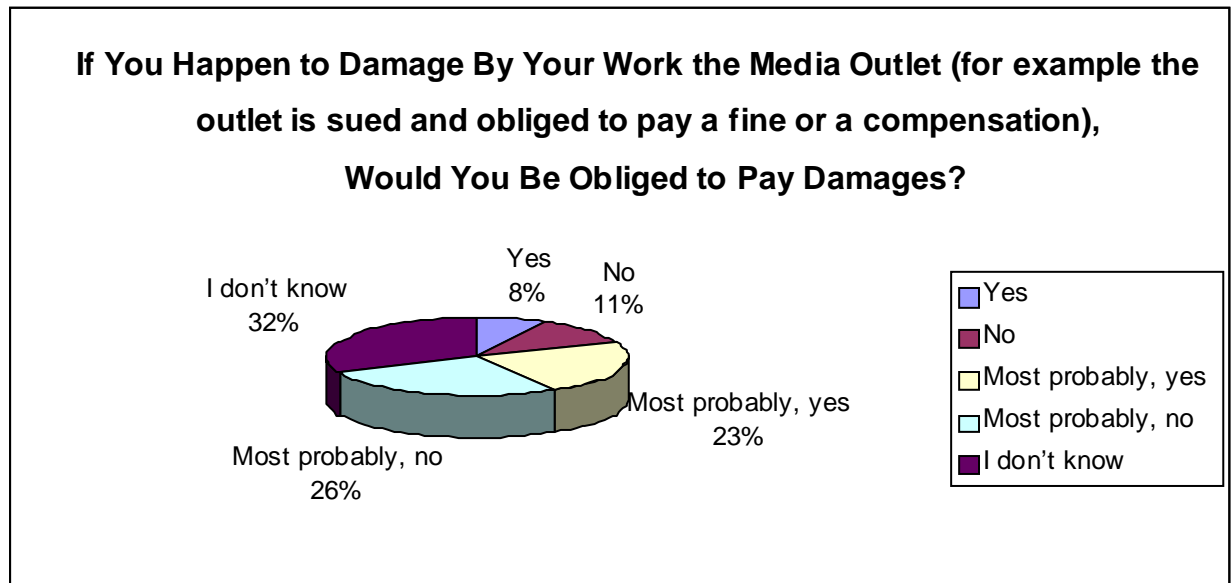
²² Article 34, part (5) of the Constitution of 29/07/1994

²³ Article 19 of Law No. 243 of 26/10/1994

²⁴ Article 8, p.(2) of the Broadcast Code (No. 260 of 27/07/2006).

²⁵ Articles 16 and 1423 of the Civil Code (No.1107-XV of June 6, 2002) do not provide a maximum for compensation for non-pecuniary damages entitling the court to decide at its own discretion.

Figure 6: Would You Be Obligated to Pay Damages if Your Outlet were Sued

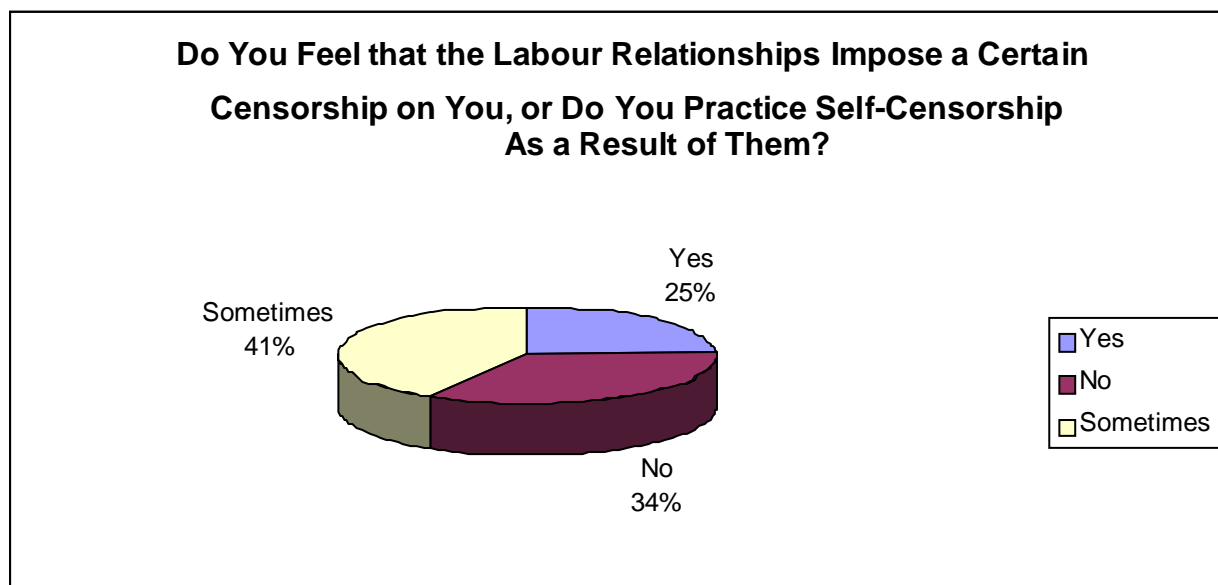


Under these circumstances, there's self-censorship when editors or media outlet owners refuse to publish or broadcast articles for fear of being taken to court. The journalists in one private TV station stated that they have to practice self-censorship on current political issues if they want their programs to be broadcast without any problems. A journalist working in a public outlet said,

As a result of pressure on journalists and the appearance of self-censorship, we have the situation when many media organizations simply do not refer to topical issues, and there are fewer journalistic investigations. By avoiding discussions on the most topical issues, journalists and editors more and more frequently direct themselves toward general informational items not worrying about too much control on the part of authorities.

Three quarters of the respondents decided what topics they would cover themselves; in the rest of the cases the employer was the person entitled to select the topic. Two thirds of those interviewed (66%) said that they either constantly or intermittently felt that their working relationships imposed a certain censorship on them or that they practiced self-censorship as a result of these relationships (Figure 7). One third of the respondents (34%) felt they were really not independent.

Figure 7: Does Your Working Relationship Impose Censorship



Actually, the situation has improved when compared with 2003 when according to a survey of journalists by Acces-info Center, 81% stated that hidden censorship existed in Moldova and 14% said direct censorship did. The journalists mentioned the president's office (53%), Parliament (45%), the Government (42%), political factions (42%), shady economic entities (24%) and the Information and Security Service (23%) as contributors to censorship.²⁶

Based on the interviews, a journalist's right to professional independence with respect to internal editorial policy often is limited in Moldova. When asked if their employment contracts had clauses on non-observance because of ethical principles and for protection if the editorial policy of the media outlet changed, 74% said no. This includes the right to refuse to prepare and publish material that runs counter to personal convictions; the right to express opinions and assessments in signed articles and the right to remove a by line if the content of the article in the journalist's opinion was significantly changed during editing.

There are different forms of censorship inherent in both public and private print or electronic media organizations, but respondents referred to the most obvious cases in public television and radio and in newspapers that previously had been public but that were now private. To protect their interests, public officials and leading political forces often offer financial support to these entities directly from state funds²⁷ as well as privileges in gathering information. The end of state management did not eliminate censorship in its broad sense or regarding the editorial staff. This is the conclusion independent experts came to in the study "The Broadcast Code of the Republic of Moldova: Analyses and Comments" financed by the Soros Foundation.²⁸ When speaking about the financing of the national public television and radio broadcasting institution, the former state-owned company Teleradio-Moldova, the experts concluded that the outlet was vulnerable and that there was a potential threat that public authorities would use financial tools to

²⁶ Freedom of Expression and Access to Information Promotion Center. 2003. "Mass Media and Legislation: Analysis. Opinions. Proposals"

²⁷ Beginning in May/June 2005 the Government no longer owned the newspapers *Moldova Suverana* and *Nezavisimaya Moldova*. Nevertheless, it was stated in many independent reports that these national newspapers continued to cover the activities of governing bodies in a mainly positive way. At the end of 2006, the Government adopted the decision to assign 376,800 lei from the reserve fund for *Moldova Suverana* and 81,300 lei for *Nezavisimaya Moldova* as "one-time financial aid" to pay off the debts to the publishing house. The same practice also took place during 2007.

²⁸ "The Broadcast Code of the Republic of Moldova: Analyses and Comments". 2007. Available at: http://www.soros.md/programs/mass_media/mass_media_subprog_3/en.html

influence it. According to them, the independence of the editorial policy of Teleradio-Moldova in the area of personnel creativity lacked a clear and sound legislative basis which could result in hampering the activities of journalists and other creative persons at this institution.

In addition, European institutions including the Parliamentary Assembly of the Council of Europe (PACE) have numerous times in recent years called on Moldovan authorities to, “stop practicing censorship on television programs and ensure all opposition political parties, both parliamentary and non-parliamentary, real access to discussion programs.”²⁹ In its last report on Moldova, PACE again drew the attention of authorities to these issues. More than that, PACE experts stated that the electoral campaign during the local elections in June 2007 proved once again that the press in Moldova was not free.³⁰ According to data provided by various studies carried out during this electoral campaign, journalists could not take advantage of some of their rights including expressing their own judgments and opinions. The biased coverage was confirmed by Coalition 2007, a group of NGOs that independently monitored the campaign in the media.³¹

The annual report “Freedom of Press in the World” in 2006 by Freedom House stated that in Moldova, media outlets, including private ones, continued to practice censorship and that many journalists avoided controversial issues as it could cost them their jobs or even lead to a court case.³² Furthermore, according to data provided by the Moscow-based Media Law and Policy Institute that analyzed legislation on mass media in former Soviet Union countries in 2006, the level of media freedom in Moldova leaves much to be desired, although it is above average (8 points out of a possible 13).³³ The latest reports on the situation in Moldova done by the European Commission and international and national NGOs also state the need to continue implementing democratic reforms.

VI. Journalists’ Trade Unions: Existence and Effectiveness

The legal status of trade unions is determined by the Law On Trade Unions No. 1129 of 19/10/2000. According to this law, trade unions are, “...public organizations, uniting on a voluntary basis natural persons having the same interests including those related to the type of their activity, and created with the view to protect the collective and individual professional, economic, labor and social rights and interests of its members.” The law sets general provisions for the activities of trade unions, the procedures for creating and registering them, basic rules, guarantees and consequences for breaches of legislation.

According to the respondents, improving the efficiency of journalists’ trade unions in Moldova has been widely discussed during recent years. The Union of Journalists of Moldova (UJM) was created in 1957 and currently has about 1500 members. Among them there are employees of newspapers, TV and radio stations, news agencies, advertising agencies and other related organizations. In compliance with its statutes, UJM is independent from local authorities, employers, political parties and movements and other public associations. Among its purposes and objectives are protecting the rights and interests of media workers, improving journalists’

²⁹ Resolution No. 1280 (2002) On the Functioning of Democratic Institutions in Moldova (adopted by the Parliamentary Assembly of the Council of Europe on the 24 April 2002).

³⁰ Honoring of obligations and commitments by Moldova. PACE Report of September 14, 2007. <http://assembly.coe.int/Main.asp?link=/Documents/WorkingDocs/Doc07/EDOC11374.htm>

³¹ See the website of the Civic Coalition for Free and Fair Elections “Coalition 2007”:

<http://www.alegeri.md/en/2007/coalition2007/>

³² Information from the website of the Freedom House Organization. Freedom of Press. Country reports. Moldova <http://www.freedomhouse.org/template.cfm?page=107&year=2006>

³³ Comparing Mass Media Legislation in the CIS and Baltic Countries (year 2006). Moscow Media Law and Policy Institute. <http://www.medialaw.ru/exussrlaw/a/2006t.htm>

professional standards and contributing to the development and consolidation of the freedom of expression and transparency in the media.

In June 2007, UJM became an associate member of the MediaSind Trade Union in Romania that is a branch of the International Federation of Journalists in compliance with national legislation, international pacts, agreements and conventions of which Moldova and Romania are parties. MediaSind and UJM agreed to cooperate, coordinate and synchronize their activities to protect the professional, economic and other rights and interests of their members and to share experiences in protecting and promoting professional standards. According to information provided by UJM, in the future its members should have the same rights to pensions as media workers in the European Union, and membership cards will comply with the EU standards thus giving them the right to obtain various privileges stipulated for journalists in European countries; however, some UJM members said that currently there's no practical mechanism for realizing these guarantees. At the next UJM congress, according to information provided by its management, the organization will change its name to the Union of MediaSind Journalists of the Republic of Moldova.

The National Confederation of Trade Unions has 32 branch centers and about 7000 individual organizations. Currently in Moldova, there are 650,000 trade union members; however, only a small number of Moldovan journalists are members of the cultural trade unions of the National Confederation. The staff of six newspapers are associated including *Moldova Suverana* (21 members), *Saptamina* (28 members), *Capitala* (17 members), *Florile Dalbe* and *Noi* (11 each) and *Alunelul* (with 9). The administration of the Press House (Casa Presei) has 30 members. The protection of the labor, professional and economic rights of the media sector offered by the National Confederation is insufficient, and a collective labor agreement has not yet been signed.

In all, 17% of the respondents were members of trade unions, but none of them provided a positive answer to the question concerning the efficiency of union activities, nor were they sure that the trade union would be able to ensure them protection if their rights were violated. Two complaints that were expressed during the interviews were the lack of democracy in the trade union and the fact that discussions were on issues of interest only to the members. One respondent stated that the trade union, "...is no longer a creative organization uniting journalists in spite of political sympathies and nationality, a place for creative discussions and mutual support between the journalists."

The majority of respondents could not provide any examples of trade unions successfully and appropriately helping their colleagues when their rights and interests needed protection. They mentioned the participation of UJM in the events at the end of 2006 concerning the privatization of the municipal media outlets *Antena C* and *Euro TV Chisinau* which at that time had around 100 workers. The leadership of UJM circulated a declaration supporting the workers and condemning their dismissal as violations of legislation. UJM also picketed the Parliament building to attract the attention of the authorities to a series of problems including the closure of the weekly paper *Accente* and the arrest of one of its journalists.

During the past several years, many times and at different levels the idea of creating a new democratic journalists' trade union that would work efficiently, creatively and correctly from a political point of view has been discussed. Two years ago the Association of Journalists-Economists and the Committee for Freedom of the Press jointly managed a project discussing the need for and opportunities to create a journalists' trade union with the financial support of the Eurasia Foundation. These organizations produced draft statutes of a new trade union that were discussed by journalists, trade union activists and media employers. The draft was revised to incorporate the opinions of the project participants. The intention was to establish the new trade union within two years with 2000 members, but for a number of reasons this was not possible.

The intention to create a branch trade union in Moldova that would protect ethics and professional dignity was also expressed by the League of Professional Journalists, an organization created in 2002 to unite press workers and protect their interests in court and in negotiations with authorities.

According to the results of the study conducted by the Association of Journalists-Economists, about 80% of Moldova's journalists considered it necessary to establish a journalists' trade union.³⁴ A similar percentage expressed that opinion in this study. During the interviews, the respondents constantly expressed the need to create a professional union for media workers that would be able, in case of need, to protect its members' rights and ensure them a sufficient level of support.

The National Confederation of Trade Unions also tried to create labor courts in Moldova, but this proposal was not supported by the Ministry of Justice due to financial reasons and because of the need to review existing labor and judicial legislation. A representative of the National Confederation of Trade Unions said,

The creation in the Republic of Moldova of labor courts will provide us the opportunity to solve labor disputes between workers and employers in an objective way. A judge who examines penal cases cannot be competent in labor disputes too. The judges for labor courts should be appointed by the Ministry of Justice, trade unions and employers' associations. These courts will not allow employers to influence workers during litigation and will provide an opportunity to deal with employers that do not observe legislation. In addition, this will also reduce the time it takes to resolve labor disputes that currently last for several months, although according to the law they should not exceed 40 days.

VII. Conclusions and Recommendations

One of the main problems detected in this study was the lack of correspondence between rules stipulated in labor legislation and their application in the media field. Frequently the rules stipulating that individual employment contracts and the terms of their validity must be in writing are violated, and there are many problems related to breaches of the rules on work and rest time. Another main problem is the lack of sufficient remuneration for work performed by journalists due primarily to the unstable economic situation in the country.

In a number of cases, there was no systematic examination of the practical implementation of labor legislation for the media or of complex legal regulations for difficult problems. A comprehensive analysis of the entire complex of laws regulating different domains of labor relations and accurate forecasts of the economic, social, political and other consequences following the adoption of laws are also lacking. When writing legislation, there is still no efficient mechanism for taking the opinions of interested parties into consideration. Moreover, there are no clear definitions for determining the conditions necessary for enacting laws or for the legal, financial and organizational resources needed to ensure that laws are properly implemented. Finally, there is no effective control by competent state bodies and trade unions of the practical implementation of labor legislation and no efficient monitoring of the application of these laws. Establishing who is responsible for the non-observance of laws is of the utmost importance. While creating mechanisms to do so, NGOs that are interested should be involved in the dialog too.

It was absolutely obvious from this study that respondents in all categories did not clearly understand their labor rights. Often, their opinions were contradictory, and sometimes in responding to questions they contradicted their own previous statements. Many media workers

³⁴ Association of Journalists- Economists. Op cit.

actually were not informed about international and national legislation. This lack of legal knowledge in addition to a series of other factors often led to factual distortions of legislative information and to committing errors in the text of editorial statutes.

At present, there are no protective mechanisms against abuses from media managers. Also, there is no tendency to organize trade unions, and the managements of many outlets do not welcome their creation as they could destabilize the situation. In spite of the frequency of violations, journalists very seldom try to protect their labor rights, including going to court even though those who do as a rule win their cases. Taking this into consideration, it would be useful to study the opportunity to create special courts for examining labor disputes.

As the situation currently stands, media managers do not have to conclude contracts regulating copyright and do not have to assume any liability for using work; all the conflicts in the absence of any contract stipulations are solved either by appealing to the conscientiousness and principles of the authors (the principles very often are influenced by their positions of dependency) or by simply paying authors who are not pleased additional honoraria. Recently, however, authors have had the opportunity to make choices, and step by step the level of their legal awareness has improved. They more and more actively manifest their intentions to protect their interests which in the long run will lead to a substantial decrease in the number of violations of copyrights on the part of management.

Another important issue is eliminating media control by the state, various methods of censorship and self-censorship by journalists who often set internal limits while determining how freely they can realize their right to freedom of expression in reporting political and other events. As a result of censorship, not only are democratic principles degraded, but also there is an increased lack of trust by society both in media and in the authorities themselves that intensifies an unwelcome attitude toward the state. While there are plenty of articles in the legislation on media that generally define guarantees for independence and freedom, there are no clearly defined mechanisms that would help to ensure those guarantees. The study also showed that the absolute majority of the respondents wholeheartedly wanted and needed to make journalism independent, and they did understand that the editorial policy of a media outlet may easily be combined with the principle of creative independence.

The majority said there was a need to create a journalists' trade union in Moldova that would act in an efficient, democratic way and that would be able to protect their labor, social, professional and other rights and interests. On the other hand, some of the journalists were skeptical about collective actions and did not think that they represented an entity. As a result, the proposal to create a branch trade union would benefit from many positive comments, but it will meet a number of obstacles during implementation. At the same time, according to the journalists it would be worth a try if as a result they obtain positive changes, and it would be good to start discussing and taking measures designed to solve this issue. If such a structure were created, there would be opportunities to implement organizational measures that would improve the way the interests of media workers are expressed and to offer them assistance in solving labor disputes and in training leaders.

It seems that the most reasonable approach to finding a solution for the existing situation is to adopt a series of measures that would include developing training for students and journalists on their legal rights and the legislation in force and conducting educational workshops for media workers including journalists, editors and publishers. There is also a need for the conscious re-orientation of media management to observing labor legislation and statutes. First of all, improving the level of legal awareness both among the journalists and media management would be needed; NGOs, competent public authorities, trade unions, lawyers and attorneys specialized in the field should be involved. During this awareness raising, attention should also be paid to a

review of the statutes of media outlets including individual employment contracts to make them fully comply with existing labor legislation.

There are stable and positive tendencies regarding the majority of issues considered in this study. Generally, respondents agree with ongoing processes. Media workers are ready for a new and higher-level relationship with employers that involves forming a united body that would be able to defend their interests and creative independence and at the same time solve accumulated problems and settle conflicts in a civilized manner.