



Contractual Inequality in Albanian Employment: Adhesion Contracts and Worker Protection

Sonila Kamami^{1*}

Alketa Elezi²

¹Department of Civil Law, Faculty of Law, University of Tirana, Tirana, Albania

²Department of Law, Mediterranean University of Albania, Tirana, Albania

*Corresponding Author

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Abstract

This study analyses employment contracts in Albania under the theoretical framework of adhesion contracts, and determines whether and to what extent these standard-form employment contracts reflect the structural imbalance between the parties to an employment relationship. It uses doctrinal analysis of the Albanian labour law framework and relevant European standards, combined with qualitative empirical fieldwork among employees in the service sector in Albania. The findings show that employment contracts demonstrate the features of adhesion contracts when it comes to working time, overtime pay, dismissals, and post-termination obligations. According to the empirical findings, they are introduced to the worker without negotiating them and contain vague or disproportionate clauses. The research identifies a gap between the protection afforded by the law on the books and its implementation in practice, arguing that the mere existence of harmonized legal frameworks is not sufficient to guarantee efficient protection of employees. Based on doctrinal and empirical findings, the paper suggests that efficient protection of employees can be increased by strengthening the work inspection mechanism, improving transparency requirements in work contracts, as well as encouraging mechanisms of social dialogue.

Keywords: Employment contracts, bargaining power, contractual inequality, adhesion contract, Albania, worker protection

1. Introduction

The employment contract is the legal instrument with which parties define their mutual rights and obligations, as well as working conditions, and remains the cornerstone of modern labor law (Ales *et al.*, 2017). In principle, contractual relations are conventionally considered to be achieved as the result of party autonomy with relatively equal bargaining power (Broci, 2018; Hoxha, 2020). However, this classical presumption has been challenged for a long time in labor law, where it is accepted that

employment relations are a priori characterized by the imbalance of power between the parties.

A central feature of employment relations is the existence of the asymmetry of bargaining power. Employers hold the “keys” to employment and have greater organizational capabilities or financial means to define the contractual content which is offered to the employee (Deakin & Wilkinson, 2005). In practice, employment contracts are offered as ready-made drafts by employers. Legal doctrine refers to these as adhesion contracts, i.e. standard form contracts where one party has no real possibility to negotiate the contractual content (Barancová, 2019; Rakoff, 1983). Although theorized in the framework of contracts between consumers and traders, the concept of adhesion contracts has increasingly been applied in employment relations, where employees’ economic dependence renders their contractual autonomy inefficient (Kessler, 1943).

The relevance of the adhesion contract theory in labor law has been especially heightened in labor markets in transition and development, where institutional protections may exist on paper but remain difficult to enforce. Developing and transitional post-communist countries’ labor markets faced a free-market supply-demand employment shock. This was linked with structural unemployment, labor market segmentation and lack of union involvement, which directly affect the bargaining power of the parties and have contributed to the widespread use of standard form employment contracts which are disadvantageous for employees in practice (Deakin & Wilkinson, 2005; Mundlak, 2004).

Albania is a particularly interesting case-study in this regard, considering that after the economic opening reforms of 1991 it underwent the process of market economy development at the same time as the development of a modern labor law system. The Labor Code, Art. 140-158 (Law No. 7961, dated July 12, 1995, as amended) laid down the main legal framework for labor relations, including contract conclusion regulations, rules on working conditions and wage determination, and forms of contract termination (Hoxha, 2020). Labor law reform following the approval of Law No. 136/2015 aimed to achieve a harmonized Albanian legal framework with EU standards, in the context of the European integration process, and was most recently updated by Law No. 91/2024 (Republic of Albania, 1995).

However, this harmonization of the law with EU law has resulted in gaps between the rights afforded by the law on the books and their realization in practice. The structure of the individual employment contract has been studied in its structure under the prism of harmonization with EU law and from the perspective of rules relating to contract termination (Aliaj, 2022), but little is known about workers’ experience in applying contractual provisions in practice. The efficient protection offered by the current legal framework fails due to implementation problems, informal employment, and employees’ lack of knowledge on the content of the employment contract. These implementation issues have been documented by the International Labour Organization (ILO, 2004) as well as verified by the recent European Commission Progress reports for Albania in the accession process (European Commission, 2023), which report every year the gaps between the harmonized legal framework on employment relations and the law’s implementation in practice by labor administration.

There are ongoing initiatives in the European context to address the imbalance of power in employment contracts. The European Union established Directive (EU) 2019/1152 on transparent and predictable working conditions in the European Union, obliging employers to provide employees with basic information about the job through a written document (European Parliament & Council of the European Union, 2019). The Directive has not yet become a legal obligation for Albania to comply with the law, but serves as an indicator for evaluating the reality of its domestic regulatory system and orienting future developments in this regard, since Albania has obtained official EU candidate country status. In this context, this study aims to examine Albanian labor contracts through an analysis of the legal and theoretical framework of adhesion contract theory, as well as to assess, through empirical research, the extent to which standardized contractual practices reflect the structural inequality between employers and employees. The research study employs legal doctrinal analysis together with empirical research which studied service sector employees to establish a connection between legal standards and actual workplace conditions. The article explores specific research questions which include the following:

- *To what extent do Albanian employment contracts exhibit characteristics that are usually related to adhesion contracts?*

- *Which types of contractual clauses contribute the most to the structural imbalance between employers and employees?*
- *Which institutional and legislative changes would bring Albanian employment practices closer to modern European labor standards?*

The article examines these questions which enables researchers to study the boundaries of contractual freedom in labor relations while understanding how labor law functions to diminish structural elements of inequity.

2. Theoretical Framework

The concept of adhesion contracts was developed by civil law doctrine to refer to contracts where one party dictates standard terms and conditions to the other. This is the case frequently in employment relations, where employers are hierarchically superior and employees are institutionally weaker, with little possibility to negotiate the contract terms. The history of the development of adhesion contracts has been theorized in several jurisdictions to show that they are always in favor of a stronger party (Rakoff, 1983; Kessler, 1943), and this literature serves as a useful background to theorize the reality of adhesion contracts in Albania.

From a theoretical point of view, employment contracts have always been theorized as legal instruments stipulating a relationship of hierarchy and not of will between the parties. Collins (2003) advances a theory of employment contracts as contracts that are different from all contracts in general and require special labor law categories. Kessler (1943) and Collins (2018) further demonstrate that power imbalances between parties persist despite formal legal equality.

Theoretical advances from recent times have brought about a better understanding of the subject. Davidov (2025) demonstrates that employment contracts serve as regulatory systems which reflect structural dependency relationships instead of showing voluntary consent between parties. Scholar Rödl (2013) asserts that parties in contracts must gain both the ability to choose their terms and the right to receive fair treatment according to legal rules which shield weaker parties from exploitation in all types of agreements. The research by Supiot and Meadows (2001) shows how various employment systems have evolved from standard employment practices to modern methods which generate insecurity because they lack protection for workers. Their work emphasizes the need to shift the focus of labor law from the protection of the contract itself to the protection of the employee.

Supiot & Meadows (2001) show how different employment systems have developed from standard employment to methods of employment that create insecurity due to their deregulation. They emphasize the importance of focusing labor law protection not on the contract formally, but on the employee. Stone & Arthurs (2013) argue that regulation can create the illusion of equality, thus negatively affecting the weaker contracting party, as in the case of consumer contracts. Deakin & Wilkinson (2005), explain how regulation creates hierarchical relationships of bargaining power, with consequences for labor markets in countries where the unionization rate is low and insecure employment can prevail. Deakin & Wilkinson (2005), together with Collins (2018) and Davidov (2025), emphasize the structural asymmetry of bargaining power in employment relationships, where employers retain significant control over contractual content and its subsequent variation. This managerial prerogative, long recognised in labour law scholarship (Kahn-Freund, 1977), contributes to persistent tensions between formal legal protections and their practical enforcement. As a result, a gap often emerges between the rights guaranteed by legislation and their realisation in practice.

European Union standards are an important reference point when analyzing contractual inequality in the employment relation. At the broader European level, the right to a fair remuneration (Art. 4) as well as the right to information and consultation (Art. 21) are guaranteed by the Revised European Social Charter (Council of Europe, 1996), which legitimizes the protection of employees from arbitrary contractual terms. According to ILO Convention No. 158 concerning Termination of Employment (1982), employment contracts can only be terminated for a valid (not arbitrary) reason, putting into question the legitimacy of dismissal clauses based on wide managerial discretion. Directive (EU) 2019/1152 on transparent and predictable working conditions in the European Union, obliges

employers to provide employees with basic information on the job through a written document, addressing the information deficiency that characterizes employees in this contractual relationship (European Commission, 2022). The existence of this Directive signals a policy move at the EU level towards protecting real contractual will, and not only formal contractual will.

These instruments collectively provide a normative framework for assessing whether national labour regimes effectively protect workers from structural contractual disadvantage, without relying on analogies drawn from consumer protection law.

The Albanian labor market operates under Labor Code Articles 140–158 and Constitution protections from Law No. 7961/1995 amendments yet implementation gaps together with market segmentation and informal employment violations results in ongoing contractual rights violations. The study fills the empirical research gap by applying doctrinal analysis together with field research to study Albanian service sector workers who use standardized contracts which limit their access to the market through adhesion contracts that include clauses which increase power inequalities and the study proposes reforms to bring Albanian practices into line with European standards.

3. Materials & Methods

This study adopts a qualitative method which combines doctrinal legal analysis with empirical research, guided by the theoretical frameworks described in the previous section. The research is based on the basic literature on employment contract and adhesion contracts, highlighting the asymmetry of the agreement between employers and employees (Collins, 2003; Freedland, 2005; Munton, 2024).

3.1 Legal analysis

The legal analysis of this study is based on a systematic revision of the Labor Code, Articles 140–158 (Law No. 7961/1995, as amended), which regulates the formation, duration, termination and essential conditions of individual employment contracts. At the European Union level, the study examines Directive (EU) 2019/1152 on transparent and predictable working conditions, which establishes minimum standards for written information that employers must provide to workers. This instrument is particularly relevant because it addresses the information asymmetries that characterise standard-form employment contracts.

The analysis also incorporates the Revised European Social Charter (Council of Europe, 1996) and ILO Convention No. 158 (1982), which provide complementary normative benchmarks for assessing the fairness of contractual terms and termination procedures. Although these instruments are not directly binding on Albania which, as an EU candidate country, is not yet subject to EU directive obligations, they serve as interpretative standards for evaluating the alignment of national legislation with European labour norms (European Commission, 2023).

This analysis provides a comparative framework to assess the gap between formal legal protections and current employment practices in Albania, particularly in relation to contract clauses that generate structural imbalances.

3.2 Empirical field research

To supplement the doctrinal research, qualitative fieldwork was conducted in the cities of Tirana, Durrës and Vlorë, Albania during October and December 2023. These three largest cities in Albania account for the highest percentage of employment in the service sector and have been highlighted in institutional reports as having problematic informal work relations and a lack of unionization (ILO, 2004; CEELM, 2023).

The service and retail sector in particular was targeted for research, since it is characterized by high demand, high turnover and limited collective bargaining coverage. These characteristics make them particularly relevant for examining contractual inequality in practice (Deakin & Wilkinson, 2005).

Employee interviewees were chosen according to strategic sampling method, with care given to ensuring a diversity of gender, ages, education and professional experiences (Vickers, 2016; Creswell & Poth, 2018). In total, 22 semi-structured interviews were conducted. While the sample is relatively small, it is appropriate for an exploratory qualitative study aiming to reach thematic saturation (Guest *et al.*, 2006).

3.3 Theoretical reasoning and integration

The combination of doctrinal and empirical methods addresses a gap in the literature concerning the relationship between formal legal rules and lived employment practices. Previous studies highlight that standard labor contracts often reproduce hierarchical power structures and may fail to protect workers' interests (Collins, 2018; Supiot & Meadows, 2001).

The study evaluates Albanian contract practices to assess how such approaches impact real-world results and to analyze whether Albanian workers are exposed to the imbalance of powers predicted by scientists. The design therefore relates prevailing legal norms to empirical evidence in order to evaluate the success of labour regulation in practice.

3.4 Research limitations

Several research limitations must be noted. The number of participants (22) does not allow for statistical generalizations to the employment market as a whole in Albania. The results are rather indicative.

Moreover, the sample is located in three larger cities, and thus does not include the small-scale towns and village labour markets where employment dynamics may vary. Moreover, focusing on the service and retail sector leaves out important areas, such as industry, construction or agriculture where contract practice and law enforcement may differ.

The research relies on what participants have chosen to share with the researcher, which may lead to biased results since it is often difficult to speak about employment conditions with a researcher, no matter how much their anonymity is guaranteed.

Moreover, the analysis covers contract practices during a certain period in time and cannot account for the evolution of such dynamics as the labour market becomes better regulated. While the study is indicative; its findings should be tested on a larger, multi-disciplinary and longitudinal scale.

4. Findings

4.1 The adhesion contract in Albania employment contract practices

The doctrinal analysis demonstrates that Albanian employment contracts, as defined in the Labor Code, have the characteristics of adhesion contracts. The legal framework supports employers in using pre-prepared and uniform contracts, with limited negotiation possibilities, especially in poorly organized sectors. This confirms the findings of other scientists that employment contracts are typically adhesion contracts (Collins, 2018; Freedland, 2005; Supiot, 2001), although there may exist sectors in which most contracts are negotiated with employees.

This is confirmed by the results of empirical research. Out of 22 interviewees, 19 (86%) declared that they signed their contract on the first day of work or on the same day it was presented to them. Only four answered they had read the contract before signing it, and only one claims to have understood it. At least in the service and retail sector, in three of Albania's largest cities, employees do not seem to enjoy much bargaining power or much information, as predicted in the literature (Deakin & Wilkinson, 2005; Stone & Arthurs, 2013). While these results cannot be generalised due to the small sample, they are indicative and can be linked to the existence of a structural imbalance.

As a hotel receptionist frankly put it: *"They gave it to me it on the first day and told me to sign. I didn't read it. I needed the work."* This is ultimately what Supiot (2001) theorised as the hierarchical

nature of employment relations, and Munton (2024) observed as the mirage of employee freedom.

4.2 *Problematic contractual clauses*

Analysis revealed four main types of problematic clauses, which will be illustrated with details and quotes below. Unilateral modification of terms was commonly observed. Interviewees described contract clauses that enable employers to modify schedules, job descriptions, or place of work without consent. In fact, the Albanian Labor Code (Law No. 7961/1995, amended by Law No.9125/2003) explicitly stipulates that significant changes in the contract can only be made with written agreement of the parties (Arts. 143/2, Arts. 144/1). However, the most common clause that according to interviewees was present in their contracts essentially allows for unilateral employer modifications. This is consistent with lack of regulatory monitoring described by the ILO (2004) and ineffectiveness of law enforcement in post-communist Albania found by Deakin & Wilkinson, (2005).

Non-competition clauses were mentioned by 7 interviewees (33%), prohibiting a competitive activity to be performed after the end of the employment contract, for a long period of time, without compensation. The contract must have a legitimate justified interest as its basis, and must be proportional (Art. 28-31). Fines were the most often observed type of clause, mentioned by 16 interviewees (73%). These imposed financial sanctions for early termination of employment (Art. 146). In the absence of proportionality review, such clauses raise concerns under domestic law and international standards, including ILO Convention No. 158 (1982) and the Revised European Social Charter (Art. 4), which together require fairness and reasonableness in employment conditions.

Lack of information was encountered by 10 interviewees (46%). Lack of information mainly regards the specification of wage calculation, overtime calculations, and holiday pay calculations set by article 21/5 of the Labor Code. This is in clear disregard for the requirements to disclose essential and understandable contract terms in Directive (EU) 2019/1152 on transparent and predictable working conditions (Art. 4), as interpreted by the European Commission (2022) and EU-OSHA (2022).

These findings confirm the hypothesis that contractually-established rights are at risk of being undermined when employment contracts are drafted and presented by employers (Collins, 2018; Freedland, 2005).

4.3 *Awareness and contractual legal culture*

Interviewees reported very little understanding of their contract terms. This finding reinforces the theoretical argument that standardized contracts do not ensure awareness and understanding of contract conditions in practice (Supiot, 2001; Stone & Arthurs, 2013) and that negotiating power is restricted.

Interviewees were asked whether they were given a physical copy of their contract when they signed it. Only 25% answered affirmatively, while the remainder either were not given a copy or had received a copy after they had been working for the employer. This finding strengthens the claim that information rights and clear contractual terms are inadequately enforced in practise, as demonstrated by Deakin & Wilkinson (2005) in post-communist countries.

In conclusion, lack of contract-term awareness seems to be linked with lack of access to a copy of the contract and therefore inconsistent enforcement of information rights.

4.4 *Synthesis*

Overall, the findings, in a sort of general way, suggest that employment contracts in the Albanian service and retail sectors show features that look like adhesion contracts. Contracts are typically presented on a take-it-or-leave-it basis, and the clauses on unilateral changes, financial penalties, and post-employment restrictions further entrench the structural imbalances that consistently favor employers. The interview material also highlights workers' economic dependence and a pervasive fear of job loss, both of which significantly curb their willingness to contest contractual terms. This aligns

closely with theoretical accounts of labor market asymmetry. (Collins, 2018; Supiot, 2001; Munton, 2024).

Still, what seems really central here is the gap between formal legal protections and actual enforcement. Even if Albanian labor law is broadly aligned with European standards, the empirical evidence implies that legal compliance by itself does not do enough, unless you also have effective enforcement, real transparency, and worker awareness. In other words, the results connect well with wider post-communist labor market discussions (Deakin & Wilkinson, 2005; Mundlak, 2004).

Some caution is needed when you think about generalizing beyond the sectors and cities examined, because contractual practices might shift across industries and different organizational settings. So yeah, you can't just assume it is identical everywhere.

Overall, the results basically confirm the theoretical expectations about structural inequality in employment contracts while, at the same time, showing some empirical proof of how that inequality actually shows up in practice.

5. Discussion

5.1 *What Albanian contracts actually look like*

The interviews left a clear impression: signing a contract in Albania is rarely a negotiation. It is a transaction. Nineteen of the twenty-two workers who were interviewed signed their contracts on the same day they received them, often within hours and sometimes within minutes.

This pattern is indicative of what Collins (2018) and Freedland (2005) describe as the structural imbalance of employment contracting, and the role contracts play less as freely bargained exchanges and more as the legal framework for authority in the workplace and in ongoing employment relations. Its manifestation in Albania, however, is a function of post-socialist transition. While systems of employment in Western Europe developed concomitantly with collective bargaining institutions and relatively high levels of union representation, in Albania transition destroyed many collective labor institutions without substituting them with equally effective regimes. The result is standard-form, or adhesion, contracts not as the exception but as the rule, at least in the sectors under examination.

5.2 *The paper-practice gap*

Albanian labour law looks good on paper. The Labour Code requires written contracts, clear terms, and employee consent for modifications. Yet only five of my twenty-two participants received a signed copy of their contract. The law exists. The enforcement does not.

The findings suggest a classic implementation gap. In Albania, contractual transparency and employee consent is guaranteed by labor legislation, but in practice it is often denied in the contract conclusion process. This contradiction between vanguard legal frameworks and weaker institutions finds its echo elsewhere in the Central and East European region (Feldmann, 2005; Crowley, 2004). Legal transposition outstrips institutional capacity (International Labour Organization, 2025). The State Labor Inspectorate has the legal power to audit contracts and levy fines, yet in practice, it lacks resources, and access to shadow workplaces. European integration requires legal harmonization but is less concerned with developing the administrative capacity to make that legislation meaningful.

Directive (EU) 2019/1152 points in the right direction: transparency, predictability, information. But information alone does not create power. A worker who understands her contract but fears dismissal will still sign. The gap is not cognitive. It is structural.

5.3 *Why workers stay silent*

Participants repeatedly explicitly framed asking questions about the contract as a strategy fraught with the danger of its own dismissal and an easily found replacement. This is a story of limited agency among few market alternatives and little collective representation.

This finding is consistent with analyses of managerial prerogative and the ability of contracts to structure authority. Munton (2024) demonstrates how flexibility in contracts can function to instantiate “pure” managerial prerogative. Relatively unconstrained employers are a structural component of the labor market, according to Kahn-Freund (1977) and Deakin and Wilkinson (2005).

Together, this literature shows how managerial authority is institutionally embedded in to contractual form, and may help to explain the persistence of adhesive contracts. In the case of the contracts studied here, however, the lack of autonomy may constitute less of an attack on freedom and more of a preemption of it. Adhesion contracts regularly stipulate unilateral variation, sanctions, and restrictive covenants, meaning that the terms of employment are determined in advance of the actual relationship. Employers have little need to renegotiate in the event the initial contract is successfully executed.

5.4 *What could change*

Three reforms come out of the findings. First, employers should be required by procedure to offer workers employment contracts before signing, rather than at the point of hire, when it is customary to sign immediately. Directive (EU) 2019/1152 on transparent and predictable working conditions in the European Union (EU), which required a number of changes to the Albanian Labor Code, guarantees that workers should “receive” written information about the essential aspects of the employment relationship “in a timely manner.” However, a stronger EU rule establishing a minimum time period for offering the contract would improve the likelihood that employees entering into a contract had given genuine consent.

Second, there is a need for robust substantive control of terms for contracts of employment. These Albanian contracts regularly stipulate terms like unilateral variation of the contract, penalties for quitting, or restrictive covenants with little apparent justification. Judicial control of the fairness and proportionality these types of clauses, along with an improved enforcement capacity of State Labor Inspectors, should be empowered.

Third, employee information will only matter to the extent that workers can access it without fear of sanction. This implies accessible avenues for dispute resolution, and protection from dismissal or other sanctions.

5.5 *Limits of this study*

The findings should be interpreted with caution, given the qualitative, context-driven methodology. They refer to reported experience of contractual implementation, rather than measurable prevalence of the phenomena in the labor market. The study seeks to uncover dynamics, rather than measure their distribution.

Future studies might investigate whether the phenomenon changes in the years or compare these findings to those of other Western Balkan economies such as Serbia, North Macedonia, or Montenegro, to determine whether the story told here is one of post-communist employment relations or Albanian economic and institutional structures specifically.

6. Conclusion and Recommendations

This study analyzed Albanian employment contracts through the lens of adhesion contracts, using a sample of semi-structured interviews with workers in certain urban sectors. There is a strong trend visible in the results: employment contracts in Albania are not often experienced as negotiated agreements. Participants repeatedly reported signing pre-prepared contracts, often with a sense that there was no possibility to discuss terms and no time to read the document carefully before signing. In this context, the contract seems to function less like the product of negotiation and more like a ticket to get a job. The story is one of structurally unbalanced bargaining power, as articulated by Kessler (1943) and Rakoff (1983), in a context of little collective representation and weak enforcement.

The findings also point to a gap between legislation and formal rules, where Albanian labour standards are quite EU-oriented, especially with regard to written information. None of this is to say that formal standards do not exist in Albanian law, rather that they can be bypassed in practice as a result of unbalanced bargaining at the moment of hiring. Unilateral modification, financial sanctions, and restrictive covenants were reported to be an issue. Given the sample size, these findings should be interpreted as indicative of certain environments rather than descriptive of the composition of the labor market in general.

In terms of policy recommendations, timing of information and signature is a key point; contracts should be handed to workers in advance of signature. Next, certain standard form terms and conditions that seem to have an unbalanced effect, such as penalties, and which are common in restrictive covenants, could be subject to increased judicial review. Finally, inspection and enforcement are perennially at the center of labor law, and the labor inspectorate should be given enough firepower to make sure that rules, from delivery of a contract to limitation of turnover, are adequately enforced. Further research could be expanded to consider more sectors, specially manufacturing, construction, and the situation outside of urban environments, where it is suspected that contracts may be even less effective or likely regulatory instruments than those discussed here, and informal work is more common. Comparison with other Western Balkan countries would help determine whether these findings are a product of regional path dependencies or country-specific institutions.

Contracts of employment are important for more than the legal relationship that arises from them, since they are entry tickets to a job and define the parameters within which working life is experienced. Their effectiveness depends less on what the law says and more on whether an employee is able to understand and pay attention to them.

7. AI Use Statement

The author declare that artificial intelligence tools were used during the preparation of this manuscript for approximately 5–15% of the text, primarily for sentence reformulation, grammatical correction, and clarity improvements. The intellectual content, analysis, interpretation of results, methodology, and final approval of the manuscript remain the sole responsibility of the authors.

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