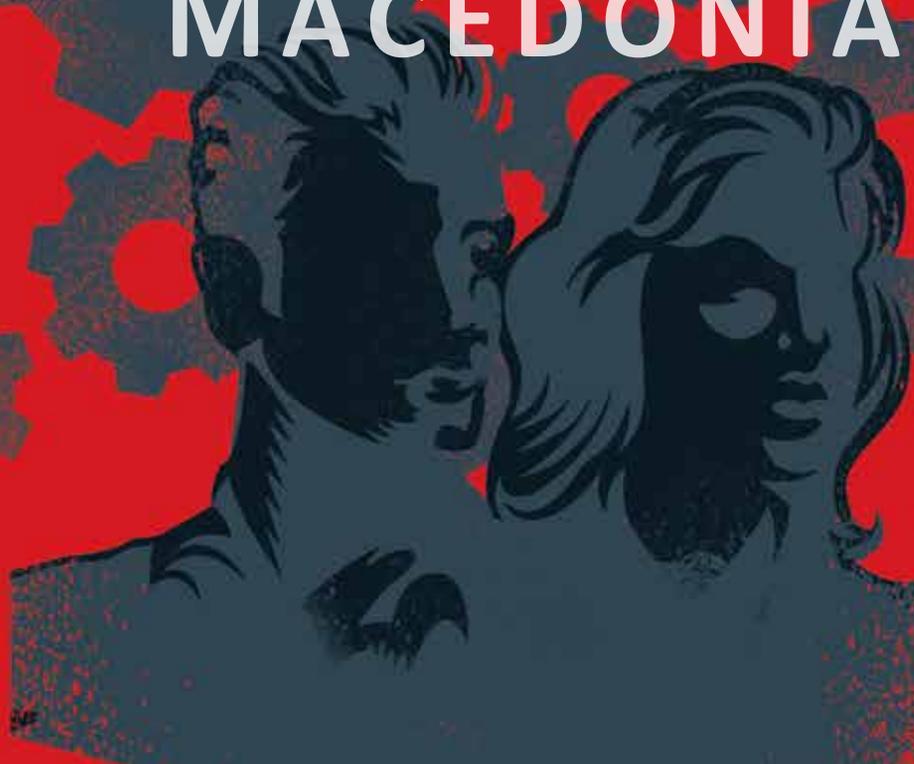




COMMITTEE FOR HUMAN  
RIGHTS OF THE REPUBLIC OF  
MACEDONIA



**MY LABOUR**

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**MY RIGHTS**

*- Guidelines for Employees -*

How to find protection and where to go when your rights have been violated

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“ Everyone has the right to work, free choice of employment, protection at work and material assistance during temporary unemployment. Every job is open to all under equal conditions. Every employee has a right to appropriate remuneration. Every employee has the right to paid daily, weekly and annual leave. Employees cannot waive these rights. ”

**Article 32 of the Constitution of the Republic North Macedonia**

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**PAY ATTENTION TO  
WHAT KIND OF EMPLOYMENT  
CONTRACT YOU ARE SIGNING!**

## ESTABLISHING LABOUR RELATIONS

You may establish a labour relation with an employer only by signing an employment contract in writing. After the contract is signed, the employer is obliged to give you a copy and register you for the mandatory social insurance.

### WHAT SHOULD A CONTRACT INCLUDE?

- Your data and data of the employer;
- Date of beginning to work;
- Job title and brief description of the work you are going to carry out;
- Special risks which can result from the work;
- Place where the work is to be carried out;
- Duration of employment;
- Provision whether the employment is a full-time (36 to 40 hours a week) or a part-time job;
- The amount of the salary;
- Other allowances you are entitled to, such as *salary compensation due to pregnancy, childbirth and parenthood leave, absence due to child care and protection; absence due to use of annual leave, extraordinary paid leave, additional training, holidays, days off and in cases when the employee does not work due to employer-related reasons;*
- Days you are entitled to as paid annual leave (at least 20 working days).

**When the employment contract does not include the amount of the salary, only the minimum wage is provided pursuant the Law on the Minimum Wage.**

Your employment with the employer may be established on a definite period of time or indefinite period of time.

## EMPLOYMENT CONTRACT FOR A DEFINITE PERIOD OF TIME

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Employment for a definite period of time may be for up to five years, regardless of whether you have had interruption in the employment. If you continue with the employment after the expiration of the five years, your employment should be transformed into employment for an indefinite period of time.

### **Example:**

**If you began working on 01.01.2013 with an employment contract for a definite period of time and you worked, with or without interruptions, until 01.01.2018, from that date your employment should be automatically transformed into employment for an indefinite period of time. If your employment is not transformed, you should submit a written request to your employer for transformation of the labour relations.**

Employment established for a definite period of time should be an exception and with well-founded reasons.

If you have established employment for a definite period of time, you enjoy the same position regarding rights and obligations with employees who have established employment for an indefinite period of time.

However, in certain cases, you may find yourself restricted in the exercise of your rights. For instance, if your employment contract for a definite period of time is concluded on 5 months, the employer may wait for a month before signing another contract and then give you the new contract for another 5 months. In this way, the employer avoids the obligation of paying you the annual leave allowance (K-15).

## NON-COMPETE CLAUSE

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If during your work you acquire technical, industrial or business knowledge and skills, your employment contract may contain a non-compete clause. This would imply that after termination of your employment (if it was terminated due to your fault), you cannot be employed by an employer who is considered as a competitor of your previous employer. Consequently, precise definition of the competitor's activity and field of work, employers considered as competitors etc. is of vital importance in this situation.

The ban may last for up to two years after termination of employment and must not exclude the possibility for employment with an employer who is not a competitor.

If the non-compete clause is not put in a written form, it is not considered as agreed upon.

**A non-compete clause is applicable only when your employment is terminated at your own will or due to your fault. If your employer terminates your employment (not due to your fault, however) or you agree on consensual termination, the non-compete clause cannot be applied.**

If you observe the non-compete clause and this prevents you from earning a proper living, the employer is obliged to pay you adequate monetary compensation during the whole duration. The monetary compensation for observing the ban on competition must be defined in the employment contract.



**DO NOT LET ANYONE  
VIOLATE YOUR RIGHTS!**

**REACT!**

**REPORT!**

## PROTECTION MECHANISMS

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If you believe that your employer has failed to provide you with your employment rights or has violated some of the obligations resulting from the employment, you have the right to submit a written request to the employer to eliminate the violation, i.e. to observe his obligation.

**For instance:**

**If you work 40 hours a week, and your employer has told you that you have a 15-minute break during your working hours, you may submit a written request asking the employer to provide you a 30-minute break during your working hours.**

If you consider that your rights have been violated by a written decision of the employer, you have the right to ask the employer to eliminate that violation within eight days of receipt of the decision.

However, most violations are not by written orders. If you believe that the employer has prevented you from exercising your rights in any way, you should submit a written request to the employer asking to eliminate the violation, i.e. allow you freely to exercise the right in question.

**The employer is obliged to fulfil his/her obligations, i.e. eliminate the violation, within a period of eight days after the submission of the employee's written request. If the employer has adopted a decision that does not satisfy you or has failed to adopt a decision upon your request, you may file a lawsuit before the competent court within 15 days.**

If your employer has failed to pay your salary, your social insurance contributions and/or other salary contributions, you may file a lawsuit before the competent court without prior written request to the employer. You may file the lawsuit for compensation of these monetary claims within 3 years from the day your employer was obliged to pay your salaries, contributions and/or salary contributions.

In most cases, the employees consider their rights violated in circumstances referring to the written decision for termination of the employment contract.

**You have the right to file a complaint with the governing body, that is, the employer, against the written decision on termination of the employment contract within eight days. The complaint must include the following information:**

- Your data;**
- Data of the employer;**
- The decision against which you are filing a complaint;**
- Explanation of the reasons why you are filing the complaint;**
- Proposal that the written decision be repealed or annulled;**  
**and**
- Date, place and your signature.**

Almost every written request asking the employer to eliminate a violation of your rights or to observe the employer's obligation must include this information.

The employer is obliged to reach a decision within 8 days of the receipt of the complaint. If the employer has failed to adopt a decision or has adopted a decision that does not satisfy you, you have the right to file a lawsuit before the competent court within 15 days, provided there is no mechanism for appealing the employer's decision before a second-instance body. The decision has to include legal instruction on the body before which you may file the complaint.

The first-instance court has an obligation to schedule a hearing within a month of filing the lawsuit, and it must finalize the entire proceedings within 6 months. The second-instance court is obliged to reach a decision regarding the appeal within 30 days of receipt of the lawsuit or within 2 months if a hearing has been held.

At present, the average period for finalizing a court proceeding before the Basic Civil Court Skopje is 5 months.

## STATE LABOUR INSPECTORATE

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The citizens may exercise institutional protection of rights related to labour relations through the State Labour Inspectorate (SLI).

Everyone may submit an initiative for inspection when their rights are violated or are prevented to exercise a right arising from or related to labour relations. The request may be submitted in written form or by giving an oral statement before a labour inspector.

### **You may also submit an initiative for inspection anonymously.**

The Inspectorate is obliged to act pursuant every submitted initiative within 30 days and to inform the applicant of the situation established with the inspection. In addition to employees, individuals who have applied for a position through an employment advertisement may also use this protection mechanism.

When the labour inspector establishes that the citizen who submitted the request has been prevented from exercising a right or that this right has been violated, pursuant to the law, the inspector delivers adequate inspection measures towards elimination of the irregularities that had caused a violation or prevention from exercising the citizen's right. In this case, the inspector shall order the employer, by a decision, to undertake adequate activities to remove the established irregularities in a prescribed period.

### **Example:**

**You may address the State Labour Inspectorate, among other things, when: you don't have a copy of your employment contract; you have been dismissed from work orally; you have been working more than 8 hours a week overtime on average for three months; you work overtime but the employer does not pay you monetary compensation for that work; you work on holidays, and the employer does not pay you the adequate salary allowance for that work; you are not provided with safe working conditions; you have suffered a work injury.**

## TRADE UNIONS

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The trade union is an autonomous, democratic and independent organization of employees which they join voluntarily for the purpose of representing, presenting, promoting and protecting their rights and interests.

You have the right to constitute a trade union and decide by your own will to become a member of a trade union. Being or not being a member of the trade union must not put you in a less favourable position than other employees. The employer cannot prevent you from being a member of the trade union when signing an employment contract and cannot terminate your employment contract due to a trade union membership.

The trade unions that have members employed by a particular employer may appoint or elect one or more union representatives to represent them at that employer. Union representatives protect and promote the rights and interests of the union members. Union representatives are protected against dismissal and cannot have their salary reduced due to union activities.

## PROTECTION MECHANISMS CONTACT INFORMATION

**Report a violation of labour rights at:**

STATE LABOUR INSPECTORATE – HEADQUARTERS

Bul. Partizanski Odredi no. 48A, Skopje

+389 (0) 2 3116 110; +389 (0) 2 296 310

**If you are not provided with safe working conditions  
or have suffered an injury at work, report it at:**

SECTOR FOR HEALTH AND SAFETY AT WORK

Bul. Partizanski Odredi no. 48A, Skopje

+389 (0) 2 3116 110; +389 (0) 2 296 310

**Regional offices of the State Labour Inspectorate:**

**Skopje – Center (RO)**

Mihail Cokov b.b. - +389 (0) 2 3220 536; +389 (0) 2 3213 184

**Skopje – Gazi Baba (HSW)**

Bul. Aleksandar Makedonski b.b. - +389 (0) 2 3115 104;

+389 (0) 2 3296 315; +389 (0) 2 3296 316

**Kumanovo**

Done Bozinov no. 30 - +389 (0) 31 423 231

**Kriva Palanka**

Marshal Tito no. 175 – +389 (0) 31 374 255

**Kratovo**

Marshal Tito b.b. - +389 (0) 31 481 492

### **Probishtip**

Miro Baraga b.b. - +389 (0) 32 484 790

### **Sveti Nikole**

Plostad Ilinden b.b. - +389 (0) 32 443 126; 389 (0) 32 443 335

### **Shtip**

Vasil Glavinov b.b. - +389 (0) 32 383 503; 389 (0) 32 397 588

### **Vinica**

Bel Kamen b.b. - +389 (0) 33 361 644

### **Kocani**

Todor Arsov b.b. - +389 (0) 33 270 537; 389 (0) 33 273 512

### **Delcevo**

Metodij Micevski Brico no. 3 - +389 (0) 33 411 737

### **Strumica**

Sando Masev no. 1 - +389 (0) 34 349 280

### **Radovish**

Aleksandar Makedonski b.b. - +389 (0) 32 635 412

### **Valandovo**

Marshal Tito b.b. - +389 (0) 34 382 856

### **Gevgelija**

7 Noemvri no. 23 - +389 (0) 34 212 069

### **Berovo**

Kej na Mladina b.b. - +389 (0) 33 470 077

### **Veles**

Petre Prlicko no. 33 - +389 (0) 43 239 174

### **Kavadarci**

Balkanska b.b. - +389 (0) 43 412 480

## **Negotino**

Aco Adji Ilov b.b. - +389 (0) 43 361 461

## **Tetovo**

Dervish Tzara no. 70 - +389 (0) 44 352 760

## **Gostivar**

Braka Ginovski br. 64 - +389 (0) 42 216 500

## **Debar**

Atanas Ilic b.b. - +389 (0) 46 831 119

## **Kicevo**

Boris Kidric b.b. - +389 (0) 45 225 170

## **Bitola**

Kiril i Metodij no. 14 - +389 (0) 47 242 725; +389 (0) 47 222 852

## **Demir Hisar**

Marshal Tito b.b. - +389 (0) 47 276 321

## **Ohrid**

Dimitar Vlahov no. 52 - +389 (0) 46 257 670

## **Prilep**

Borka Utot no. 6 - +389 (0) 48 427 448; +389 (0) 48 420 826

## **Krushevo**

Nikola Gjurovic b.b. - +389 (0) 45 275 232

## **Resen**

Mite Bogoevski b.b. - +389 (0) 47 452 332

## **Struga**

15 Korpus b.b. - +389 (0) 46 783 139

## **Makedonski Brod**

7 Septemvri no. 4 - +389 (0) 45 275 232

**If you need more information on the activities of trade unions, contact:**

MINISTRY OF LABOUR AND SOCIAL POLICY

Dame Gruev no. 14, Skopje

mtsp@mtsp.gov.mk; +389 (0) 2 3106 212;

+389 (0) 2 3106 214; +389 (0) 2 3106 291

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LABOUR UNIONS OF MACEDONIA

12ta Makedonska Udarna Brigada no. 2A, Skopje

info@ssm.org.mk; +389 (0) 2 3161 374

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CONFEDERATION OF FREE TRADE UNIONS OF  
MACEDONIA

50ta Divizija no. 25, Skopje

contact@kss.mk; +389 (0) 2 2466 238

**If you think that you are a victim of discrimination,  
report it at:**

COMMISSION FOR PROTECTION AGAINST  
DISCRIMINATION

Kej Dimitar Vlahov b.b. Building of MRTV, 20th Floor

contact@kzd.mk; +389 (0) 2 3232 242



**NO ONE CAN**

**HUMILIATE OR**

**HARASS YOU AT**

**THE WORKPLACE!**

## **MOBBING**

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Mobbing can be manifested in an infinite number of forms, such as constant mocking and humiliation at the work place, imposing humiliating working obligations and/or continuous yelling and insulting which directly violates the dignity of an employee.

The Law on Protection against Harassment at the Workplace prescribes two procedures for protection from mobbing. By previous procedure for the protection of the employee or the person engaged with a contract for a specific engagement, or by initiating a procedure for court protection. The two procedures are not conditioned with each other and there is no priority in their application.

### **PREVIOUS PROCEDURE FOR PROTECTION AGAINST HARASSMENT AT THE WORKPLACE AT THE EMPLOYER**

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If you believe you are a victim of mobbing, you may initiate a procedure by submitting a written request to the person who is harassing you.

This written request, with a previous procedure, is submitted within 6 months since the day of the last behaviour which is regarded as mobbing.

**Elements the request for protection against harassment at the workplace must contain:**

- Data on the requesting party;**
- Data on the employee who is deemed to be harassing;**
- Brief description of the behaviour justifiably regarded as harassment at the workplace;**
- Indication that such behaviour is inappropriate, unacceptable and unwanted;**
- Duration and frequency of the behaviours regarded as harassment at the workplace;**
- Date the last time this behaviour occurred;**
- Listing the facts and evidence and**
- Warning that if such behaviour is not terminated immediately, the person submitting the request shall be forced to seek legal protection.**

The request for protection against harassment at the workplace is submitted to the responsible person at the employer (manager or other authorized person). The request may be delivered personally (at the employer's archive) or by mail. It would be useful to have evidence in case you initiate a procedure. To that end, when you deliver the request personally, keep a copy for yourself, that is stamped with the employer's stamp, or when delivering it by mail, write down the date of sending the request.

Within 8 days from receipt, the employer is obliged to propose, to you and the individual harassing you: 1) mediation to solve the disputable relation and 2) selecting an individual from a list of mediators at the employer.

The mediation procedure is an out-of-court resolution of the dispute. It is urgent, closed for the public and should be completed within 15 days. The selected mediator is obliged to help you and the individual harassing you to reach an agreement.

If you reach an agreement with the individual who has performed the harassment and the procedure is successful, the mediator shall prepare an agreement and issue recommendations to the individual harassing you and the employer within 3 days after the procedure is completed. The mediator shall indicate whether it is necessary to transfer the individual performing the harassment at another workplace i.e. location.

If during the mediation procedure you fail to reach an agreement for termination of the harassment at the workplace, the mediator is obliged, within 3 days after the procedure is completed, to prepare a written notification that agreement has not been reached, i.e. that the mediation is unsuccessful.

If there is no agreement reached among you, the individual harassing you, and the authorized individual at your employer, regarding the selection of a mediator, the authorized person is obliged to submit a written notification to both parties within 8 days, informing them that no mediator has been chosen. Within 15 days from the day the notification was delivered or not delivered, you may file a lawsuit before the competent court for protection against harassment at the workplace.

## COURT PROTECTION AGAINST MOBBING

---

If you find yourself harassed at the workplace, you may file a lawsuit before the competent court.

### **In the lawsuit you may request:**

- **Establishment that you have been subjected to harassment at the workplace;**
- **Prohibition against repeating the harassment at the workplace;**
- **Taking actions in order to eliminate the consequences of the harassment at the workplace and**
- **Compensation of material and non-material damages caused by the harassment at the workplace.**

**The person harassed may be an employee who has signed an employment contract, or a person who has signed a volunteering contract, a temporary service contract, copyright contract and other types of contract, and who is part of the working process at the employer.**

If you are a victim of harassment, and during the procedure you have made the existence of the sexual or psychological harassment at the workplace probable, the burden of proof in the court proceedings that the behaviour in question defined as harassment at the workplace did not happen falls on the accused (the perpetrator of harassment).

### **Example:**

**Example: if during the court proceedings the evidence presented claims that the employer refused to assign any working tasks to you for a longer period, the burden of proof that this is not so falls to the employer (accused).**



**YOU WORK OVERTIME BUT  
YOU ARE NOT PAID FOR IT?**

**HAVE YOU USED  
YOUR ANNUAL LEAVE?**

## FULL-TIME WORKING HOURS, OVERTIME WORK AND ANNUAL LEAVE

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Full-time working hours must not exceed 40 hours a week.

### OVERTIME WORK

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**At the request of the employer, you are obliged to work overtime only:**

- 1) in cases of exceptional increase of the volume of work;
- 2) in case the business or production process needs to be extended;
- 3) if it is necessary to eliminate the damage of the work equipment, which would result in suspension of work;
- 4) if it is necessary to provide safety of persons and property, and to secure the turnover; and
- 5) in other cases determined by a law or collective agreement.

Overtime work may last eight hours a week at the most and maximum 190 hours a year, with the exception of activities which cannot be terminated due to a specific process of operation or for which there are no conditions and possibilities to be organized in shifts.

The overtime work for a period of 3 months cannot be more than eight hours a week. The employer is obliged to keep special records of the overtime work and to show the hours of overtime separately in the monthly calculation of the employee's salary, which you are entitled to receive every month.

The employee is obliged to inform, in advance and in written form, the regional state labour inspector about each introduction of overtime work.

Night work is considered the work done during the night, between the hours of 22:00 and 06:00 the following day.

The employer who engages employees for night work on a regular basis is obliged to notify the labour inspection and provide the employees with a longer leave and adequate food or compensation of the food costs. Employees performing night work should previously undergo medical examinations.

If you work 6 hours a day or longer, you are entitled to a 30-minute break, and if you work at least 4 hours a day, you are entitled to a 15-minute break.

On a weekly basis, you are entitled to at least 24 uninterrupted hours rest.

## **ANNUAL LEAVE**

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You are entitled to a paid annual leave of at least 20 working days, which may be extended up to 26 working days by a collective agreement or employment contract.

The employer is obliged to issue a decision on your right to use your annual leave.

If you are establishing a labour relation for the first time, you acquire the right to a full annual leave after an uninterrupted period of service of at least six months at the same employer, regardless of whether the employee works full time or short time.

If you are working less than six months at the employer, you are entitled to use an annual leave in the amount of two days for every month of work.

After termination of the employment, the employer is obliged to provide you with a certificate for used annual leave.

If your employment has been terminated, not due to your fault or at your will, you have the right to compensation for the unused part of the annual leave prior to the termination of the employment. You may exercise this right if you previously requested use of annual leave but you were not granted.

Any agreement by which you would waive your right to annual leave is considered null and void.

If in accordance with the regulations, you work on holidays as well, you are entitled to adequate salary compensation. The employer is obliged to previously inform in writing the State Labour Inspectorate about every introduction of work on a state holiday.



**WHAT SHOULD YOU DO IF YOU  
ARE FIRED FROM WORK?**

## TERMINATION OF EMPLOYMENT

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### **The employment contract may be terminated:**

- 1) with consensual cancellation between you and the employer;
- 2) by you and
- 3) by your employer.

The termination of the employment must be only in a written form, and must contain explanation as to the reasons for termination of the contract. The employer is obliged to hand over the termination notice in person on the employer's premises (as a rule) or at the address of residence.

**You have the right to file a complaint against the decision on termination of the employment contract to the governing body, that is, the employer, within eight days from the day you have received the termination notice in writing.**

If the employer fails to adopt a decision upon your complaint within eight days from the day you have filed the complaint, or you are not satisfied with the decision adopted, you have the right to file a lawsuit before the competent court within 15 days.

The employer may terminate the employment contract only if there is a founded reason for termination.

**There are three founded reasons for dismissal:**

### **1) PERSONAL REASONS OF THE EMPLOYEE**

#### **Example:**

**you are employed as an accountant in a trade company, but you don't know how to make the salary calculations.**

\*the employer is obliged to give you a written warning that he is not satisfied with the way you perform your working obligations and determine a period, which cannot be shorter than 15 days, for you to improve your work.

## 2) REASONS OF FAULT

### Example:

you are absent from work but you failed previously to inform the employer about your absence.

## 3) BUSINESS REASONS

### Example:

there has been a decrease of the volume of work at the employer and consequently your working position has been made redundant.

### Unfounded reasons for termination of the employment contract are:

- 1) membership of the employee in a trade union or participation in union activities;
- 2) filing a lawsuit or participation in proceedings against the employer for confirming violations of the contractual or other obligations deriving from the labour relations;
- 3) approved leave of absence due to illness or injuries, pregnancy, childbirth and parenthood, care for a family member and unpaid parenthood leave;
- 4) using approved leave of absence from work and annual leave;
- 5) serving or finishing the military obligation or military drill and
- 6) other cases of suspension of the employment contract prescribed with the Law.

The employer may terminate your employment contract due to violation of the working order and discipline or failure to fulfil your obligations with or without a notice period (only due to reasons of fault).

## NOTICE PERIOD

---

Reasons for termination of the employment contract **with a notice period** are considered to be less serious violations of the working order and discipline or failure to fulfil the obligations.

**Example:**

**failure to fulfil the working obligations responsibly or timely; failure to observe the working hours; failure to notify the employer within 48 hours of leave of absence due to illness or justifiable reasons.**

On the other hand, the reasons for termination of the employment contract **without a notice period** are more severe violations of the working order and discipline.

**Example:**

**unjustified absence from work for three consecutive working days; abuse of sick leave; disclosing business, official or state secrets.**

If you are terminating the employment contract, the notice period is 1 month. The employment contract or the collective agreement may arrange for a longer notice period, but not longer than 3 months.

You may agree on pecuniary compensation instead of a notice period with the employer.

During the notice period, your employer is obliged to allow you leave of absence for four hours during the working week in order to seek new employment.

**The employer must not terminate your employment contract during pregnancy, childbirth and parenthood, in the time of accommodating a child with an adoptive parent, absence from work of a father or an adoptive parent due to parenthood, and shortened working hours due to care of a child with developmental impairments and special educational needs, and care of a child of up to three years of age.**

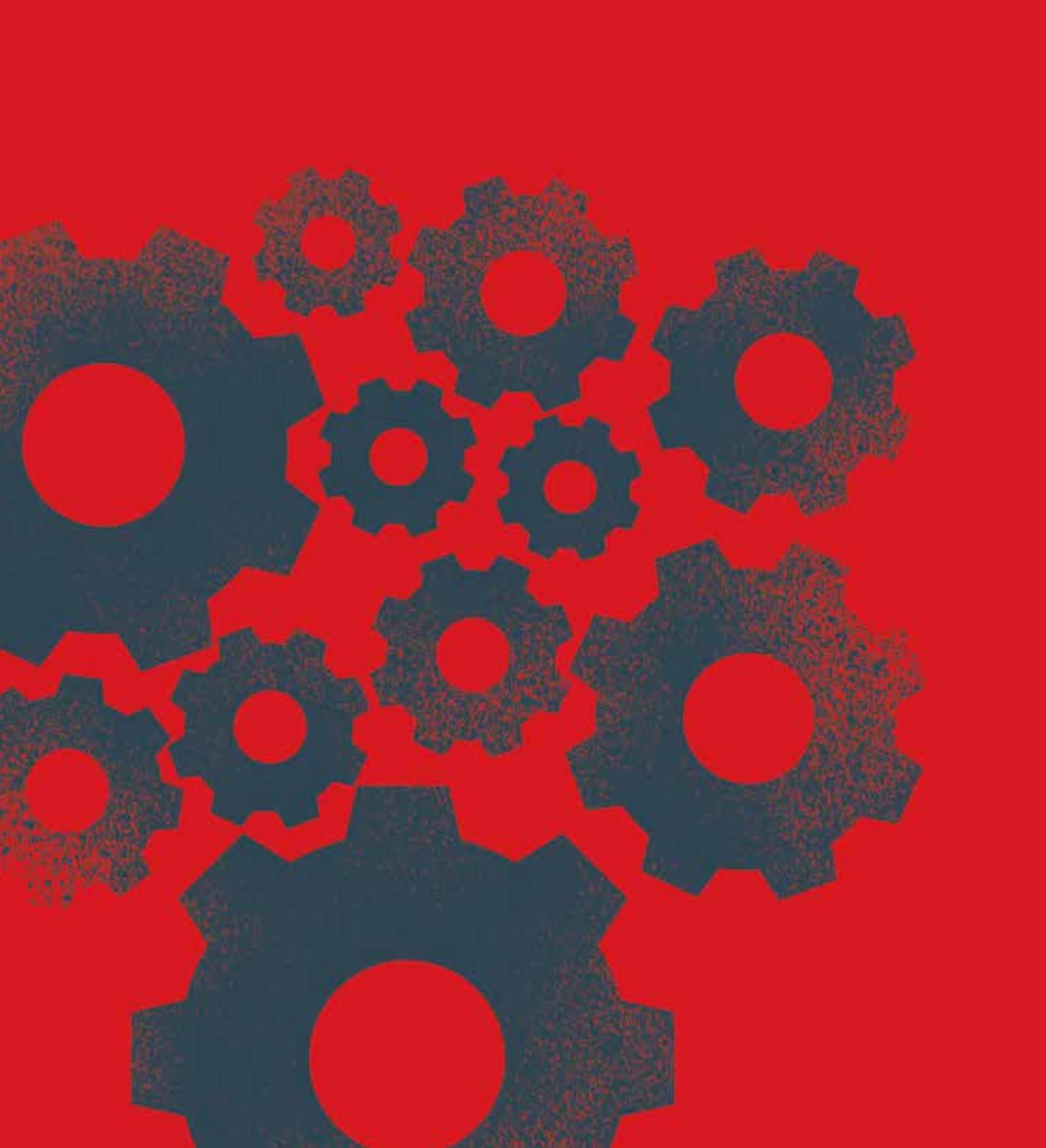


**THE EMPLOYEE IS NOT  
A SLAVE OR A ROBOT.**

**YOU ARE A HUMAN  
BEING WITH RIGHTS!!**

**REPORT INJUSTICE!**

**PROTECT YOURSELVES!**



British Embassy  
Skopje



IMPROVED  
PRODUCTIVITY  
THROUGH  
BETTER LABOUR  
LEGISLATION  
IN MACEDONIA



**UKaid**  
from the British people