

General and Individual Sections of the Draft Labour Code

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TITLE I. GENERAL PROVISIONS**Chapter I. Introductory Provisions****Article 1. Scope of Application**

1. The Labour Code regulates employment and related relations on the territory of Georgia that are not otherwise regulated by the law regulating special legal relations or by international treaty of Georgia.
2. With regard to the issues related to the employment relations not regulated by this Code and other special legislation, the rules of the Civil Code shall be applicable.

Article 2. Employment Relations

1. Employment relations shall be established by employment contract, made between an employer and an employee based on the principles of equality of parties and the expression of free will.
2. Parties shall maintain employment relations in compliance with the provisions of the Georgian Constitution, international treaties, law and sub-legal normative acts adopted on their grounds, as well as collective bargaining agreements.
3. A clause in a contract that worsens an employee's status compared to the clause provided for by the normative act or collective bargaining agreement regulating the employment relations shall be null and void.

Article 3. Employment Contract

1. Under an employment contract, an employer shall provide an employee with a job and pay him/her remuneration.
2. An employee shall perform the job diligently in a subordinated position.

Article 4. Subjects of Employment Relations

1. The subjects of employment relations shall be an employer, an employee and their associations.
2. An employer shall be a natural or legal person, or association of persons for whom a certain work is performed based on an employment contract.
3. An employee shall be a natural person, who performs work for an employer based on an employment contract.
4. A subject of collective employment relations shall be an association of employees and an employer or an association of employers.

Article 5. Prohibition of Discrimination in Employment Relations

1. All citizens of Georgia and persons permanently residing in Georgia have equal labour rights.
2. Any discrimination in employment based on race, skin colour, language, sex, religion, political and other beliefs, national, ethnic and social origin, property and title of nobility, place of residence, or membership of a trade union or any other grounds shall be prohibited.

3. Any differentiation directly caused by the nature of work shall not be construed as discrimination.

Article 6. Social Partnership in Employment Relationships

Parties shall respect the principle of social partnership in employment relations. A subject of employment relations shall respect the other party's rights and interests.

Chapter II. Fundamental Rights and Obligations of Parties to an Employment Contract

Article 7. Right to Demand Work

An employee shall have the right to receive work from an employer stipulated by the terms and conditions of the employment contract.

Article 8. Right to Remuneration

1. An employee shall have the right to receive remuneration in accordance with the amount and quality of the performed work, which includes wages and may include supplementary remuneration.

2. An employee shall be entitled to demand wages for the performance of work stipulated by the employment contract. Wages shall not be less than the minimum wage as established by the state.

3. An employee shall be entitled to demand additional remuneration for the performance of overtime work or for specific working conditions or other cases stipulated by the contract.

Article 9. Right to Rest

An employee shall be entitled to rest during a working day (shift), between working days (shifts), on weekly rest days and official holidays, as well as enjoy annual paid leave.

Article 10. Right to Labour Protection

An employee shall have the right to demand safe and healthy working conditions and full compensation for damage caused to his/her health in connection with the performance of work.

Article 11. Right to Join Trade Union

An employee shall have the right to organise or join a trade union on the grounds of free expression of his/her will.

Article 12. Right to Strike

An employee shall have the right to participate in a strike, organised for the protection of labour rights and interests of employees.

Article 13. Right to Define Working Conditions

1. An employer shall have the right to define working conditions and internal labour rules with due consideration of the principle of social partnership and moral norms.

2. An employer shall have the right to establish new and modified labour conditions unless they considerably worsen an employee's state and are incompatible with labour legislation.

Article 14. Contractual Obligations of an Employer

1. An employer shall provide an employee with work prescribed by the contract, pay remuneration and create safe working conditions with due observation of labour legislation and requirements of collective agreements.

2. An employer shall create appropriate conditions for the performance of work, designate the place of work, and define the type and scope of personal liability.

Article 15. Obligation to Respect Employee's Personal Rights

An employer while exercising his right to instruct shall respect an employee's dignity, honour and professional reputation and consider the employee's family conditions.

Article 16. Limits of Restriction of Employee's Freedoms

An employee's personal freedom in employment relationships shall not be more restricted than required by the purpose of employment relations.

Article 17. Obligation to Participate in Collective Bargaining

An employer shall, if required by the employees' association, participate in collective bargaining in order to conclude a collective agreement.

TITLE II. INDIVIDUAL EMPLOYMENT RELATIONS

Chapter III. Establishment of Employment Relations

I. Pre-Contractual Relations

Article 18. A Vacancy Announcement

An employer, when making an announcement about a vacancy publicly or within the organisation shall be obliged to indicate the title of the position, its major duties and responsibilities, location of work, starting date and necessary candidate qualifications. An employer shall place in the announcement the place and deadline for the submission of an application.

Article 19. Interview

1. During pre-contractual relations, an employer shall have the right to ask the candidate questions that are essential for the announced vacancy.

2. A question about the health and pregnancy may be asked only if the work cannot be performed due to a certain disease or pregnancy.

3. A question concerning criminal records and prosecution may be asked if this circumstance is inconsistent with the work to be performed.
4. Questions about religious belief, membership of a trade union or political views shall not be asked.

Article 20. Costs of Interview

1. If an employee is asked to be interviewed by an employer, the latter shall reimburse the necessary costs incurred by the candidate for being interviewed.
2. Parties may in advance agree on a partial or full reimbursement of costs by the candidate.

Article 21. Obligation to Provide Information

1. An employer shall inform a candidate about the type of work to be performed, working conditions, his/her status within the organisation and essential terms and conditions of a collective agreement.
2. A candidate shall notify an employer about his/her illness and other circumstances that might threaten the employer or other person.
3. In the event when a candidate is not able to start work at an agreed time, he/she shall notify the employer thereof by indicating the relevant reason.

Article 22. Suitability Test

1. An employer shall have the right to require verification of the candidate's health, and suitability for the work to be performed as a precondition of concluding an employment contract and designate the testing medical institution. The employer shall be notified only about the candidate's health suitability for that work.
2. An employer shall have the right to test a candidate's qualifications necessary for the performance of the work offered. The test may concern circumstances that are necessary for the performance of work but must be carried out with respect to the personal honour and dignity of the candidate.
3. The employer shall incur the costs of a suitability test.

Article 23. Candidate's Personal Data

1. An employer shall be entitled to receive, process and use data concerning the candidate's personality needed for making the decision on his/her employment. Such information shall not be available for persons not participating in making the decision on employment. Such data may be handed to third persons only with the candidate's consent.
2. If the employment contract is not concluded an employer shall return - or if the return of data is not technically available - destroy all documents if the candidate does not give the consent for their further keeping.

II. Entering into Employment Contract

Article 24. Minimum Age for Admission to Work (Capacity to Work)

1. The minimum age for admission to work shall be 16 years.
2. In exceptional cases, a minor under 16 years may be employed with the consent of a lawful representative and body of custody and guardianship unless employment damages the minor's morality, physical or mental development.
3. A contract of employment may be concluded with a minor under 14 years of age only for the performance of work related with culture, education, sport, art or advertising.

Article 25. Emancipation in Employment Relationships

If a minor, having reached 14 years, concludes a contract of employment with the consent of his/her lawful representative and body of custody and guardianship, he/she shall be deemed as having the legal capacity in employment relations. This consent shall further apply to employment relations of a similar character.

Article 26. Prohibition of Conclusion of Employment Contract

1. An employment contract shall not be concluded with a minor or a pregnant or breastfeeding woman for hard, harmful and dangerous work.
2. An employment contract shall not be concluded with a minor for work related to gambling, night clubs, manufacturing, transportation and the sale of pornographic goods, narcotic and toxic substances.

Article 27. Documents to be Submitted by a Candidate for the Conclusion of Employment Contract

To enter an employment contract an employer shall require from a candidate an ID and social insurance certificate, and if it is required by the specific nature of the work a document certifying the respective education or qualification, as well as health certificate. In case of employment of minors, the submission of a health certificate shall be mandatory.

Article 28. The Form of Employment Contract

1. An employment contract shall be concluded in written form in the state language. If a concluding party does not know the state language, the contract shall be concluded also in the language comprehensible for the latter and both copies shall have equal legal force.
2. If a contract was not concluded in written form an employment relation shall be deemed as established if an employee has actually started work with the employer's consent.
3. A contract concluded between individuals shall be registered in the local government body. Registration costs shall be imposed on the employer.

Article 29. Essential Terms and Conditions of an Employment Contract

A contract of employment concluded between an employer and employee shall provide for the following essential terms and conditions:

- a) Date of commencement of work and length of employment;
- b) Place of work;
- c) Position and type of work to be performed;
- d) Amount of remuneration or rule of its payment;
- e) Length of paid leave.

Article 30. Presumption of Agreement on Remuneration

If there is no agreement on remuneration between the parties, it shall be deemed that there is an implied agreement on ordinary remuneration if there is a presumption that an employee would agree, with due account of the existing circumstances, on the performance of work only under appropriate remuneration.

Article 31. Special Types of Expression of Will on Conclusion of Contract

- 1. An employer may express the will to conclude a contract based on an order whereas an employee – by application.
- 2. The will to conclude an employment contract on a position with administrative duties may be expressed via election.

Article 32. Establishment of Employment Relations

- 1. Employment relations shall be established upon the actual commencement of the performance of work by the employee.
- 2. If an employee does not or cannot commence the work on the date set at the moment of concluding the employment contract as a date of commencement of work, the employment relation shall be deemed established upon commencing the work with the employer's consent. If the commencement of work is not hindered by the employee, employment shall be deemed as established from the date as referred in the employment contract.

Article 33. Conclusion of Contract on Combination of Works

- 1. A contract on the combination of works may be concluded with a person who is able to perform another remunerated work during the time free from the basic work.
- 2. The employee's right to perform work offered by a third person may be restricted by the employer if:
 - a) Performance of such work hinders the performance of his/her duties connected with the basic work,
 - b) Total working time exceeds the law-defined limits,
 - c) The organisation, for which the combined work is to be performed, is the employer's competitor.

III. Length of Employment Relations

Article 34. Time Frame of Employment Contract

- 1. A contract of employment shall be concluded for an indefinite time.
- 2. The conclusion of contract with a fixed term (no longer than five years) shall be allowed:
 - a) For substituting an employee with whom employment is suspended for a definite time;

- b) For performance of seasonal work;
- c) For performance of work needed for preventing extraordinary events (accidents) or for eradicating results thereof;
- d) For works whose period of performance is known in advance.

Article 35. Prolongation of Contract of Employment with Fixed Term

If a new period is not fixed upon the expiry of the contract of employment and employment continues, the contract shall be deemed prolonged for an indefinite time (with the same period and conditions).

IV. Conclusion of Contract with Probation Period

Article 36. Probation Period upon the Admission to Work

1. Upon conclusion of an employment contract, to establish the suitability of an employee for the work to be performed, the parties may agree on a probation period, the length of which shall not exceed six months.

2. The probation period shall not include the period when the employee has not actually performed the working duties.

3. The probation period shall be included in the total and permanent length of seniority.

4. The probation period shall not be assigned to:

- a) A minor;
- b) Employee admitted to work via tender or election;
- c) Pregnant woman.

Article 37. Consequences of Probation Period

If an employee's unsuitability for work is revealed during the probation period, an employer shall be entitled to terminate the employment contract with two weeks prior notice or without prior notice by payment of severance pay in the amount of two week's remuneration.

Chapter IV. Performance of Work

I. General Grounds for Performance of Work

Article 38. Personal Performance of Work

An employee shall perform the work personally. The parties may agree on the fulfilment of working duties by a third person for a defined period.

Article 39. Cessation of the Right to Demand the Performance of Work

The cessation of the right to demand the performance of work to a third person by an employer shall be allowed for a defined period only upon the employee's consent.

Article 40. Diligence

An employee shall perform the work stipulated by the contract with due diligence (in good faith) and demonstrate professional customs and skills that are considered by the parties as an essential condition for the performance of work.

Article 41. Loyalty

1. Within the limits of his/her responsibilities in the organization an employee shall protect the employer's interests.
2. An employee shall not perform work for the benefit of a competitor including during non-working time.
3. An employment contract may imply the duty of an employee to keep the employer's commercial secret. An employee shall be obliged not to disclose information received about the employer's or other employee's personality or disclosure of which to a third person may encroach upon the organisation's interests.
4. The obligation of loyalty may apply to pre contractual or post contractual relations as well.

Article 42. Scope of the Employer's Right to Instruct

1. An employer shall verify certain aspects of performance of work stipulated by the contract, which does not essentially change the employee's working conditions.
2. An employee shall not be over restricted or over encouraged while applying the right to instruct.

Article 43. Right to Refuse Performance of Work

1. An employee shall have the right to refuse the performance of work or instruction, which contradicts the law or, due to unavailability of labour safety conditions, threatens his/her or a third person's life and health.
2. An employee shall immediately inform the employer about the existence of circumstances due to which he/she refuses to perform the work.
3. An employee shall inform an employer about the existence of circumstances due to which if he/she performs the work or instruction he/she may find himself/herself in a conflict of interests and which could not be foreseen at the time of concluding the contract.

II. Internal Labour Rules and Special Rules Applicable within the Organisation**Article 44. Establishment of Internal Labour Rules**

In an organisation with more than ten employees, the employer shall establish internal labour rules, and agree them with the trade union or employees' representative.

Article 45. Issues Governed by Internal Labour Rules

1. Internal labour rules shall define the following:
 - a) Length of working week, start and finish time of daily work, shift work– length of shift;
 - b) Length of break;
 - c) Rules on labour protection;
 - d) Time and place of paying remuneration;
 - e) Type of incentive and disciplinary liability and rule of its application;
 - f) Length of vacation and rule of its granting.
2. An employer shall allow the employee to become familiar with the internal labour rules.

Article 46. Special Rules Applicable within the Organisation

An employee shall observe the special rules applicable within the organisation which have been acquainted to him/her by the employer upon the conclusion of a contract.

III. Working Time**Article 47. Length of Working Time**

1. The working time set by the employer during which the employee performs working duties shall not exceed 39 hours per week. Breaks shall not be included in the working time.

2. In the case of a five-day working week the length of daily working time shall not exceed 8 hours per day whereas in case of six-day working week - 7 hours.

3. While setting the working time an employer shall take into account the needs of an employee unless it contradicts the interests of the organisation.

Article 48. Length of Working Time on the Day Before Rest Day and Official Holiday

Length of working time on the day before the rest day and official holiday shall be shortened by one hour. This rule shall not apply to employees working with short working time and part time employees.

Article 49. Short Working Time

1. Length of working time of a minor from 16 to 18 years of age and of an employee working on hard, harmful or dangerous work shall not exceed 36 hours per week.

2. Length of working time of a minor from 14 to 16 years of age and of an employee working on especially dangerous work shall not exceed 24 hours per week.

Article 50. Part Time Work

1. Part time working day or week may be established upon the parties' agreement. The remuneration for work shall be proportional to the worked hours or the work done.

2. Upon the employee's request, in the case of being pregnant, nursing a minor under the age of 14, a disabled or family member who is sick, the employer shall grant him/her part time working day or part time working week.

3. Part time work shall not cause any restriction of labour rights.

Article 51. Length of Working Time for Night Work

The length of daily working time for night work (from 22:00 p.m. to 06:00 a.m.) shall be reduced by one hour. This rule shall not apply to employees working with short working time and in organisations operating uninterruptedly.

Article 52. Restriction of Night Work

1. A minor, as well as a pregnant woman, a woman who has recently given birth to a child or a breastfeeding woman, shall not be assigned for night work, and in the case of an employee who takes care of a child under the age of 3 – without his/her consent.

2. A minor of the age of 14-16 shall not be assigned for work from 20.00 to 08.00.

3. Disabled person shall be assigned for night work only upon his/her consent, unless a medical certificate prohibits him/her to do such work.

Article 53. Time of Beginning and the End of a Working Day

1. The time of the start and end of a working day shall be established by internal labour rules and shift schedule and shall be made known to the employee before the conclusion of a contract.

2. Transfer from one shift to another shall be determined by the shift schedule, to be approved by the employer with due consideration of the specific nature of the work. An employee shall be notified about modifications to the shift schedule one month in advance unless it is impossible due to urgent industrial necessity.

3. It shall be prohibited to assign an employee for two consecutive shifts unless during industrial necessity.

Article 54. Division of Working Time into Parts

The working day may be divided into parts if it is necessary due to natural-climatic conditions or the specific nature of work. In this case, the working time shall not be interrupted for more than 4 hours.

Article 55. Rule of Summed Calculation of Working Time

1. Where due to working conditions it is impossible to keep to the established length of daily or weekly working time, the summed calculation of working time may be introduced. During the calculating period (not longer than one year), the total amount of worked hours divided by the amount of calendar weeks shall not exceed the weekly norm.

2. When applying the rule of summed calculation of working time the employer shall protect as much as possible the employee's right to rest.

3. Upon the summed calculation of working time, the hours actually worked above the norm established for the calculating period shall be considered as an overtime work.

Article 56. Limitation of Overtime Work

Overtime work is allowed with the employee's consent only, and shall not exceed 9 hours per week and 150 hours per six months.

Article 57. Exceptional Cases of Overtime Work

1. An employee shall perform overtime work:

a) In the case of emergency and state of war, as well as for the prevention of natural calamities or industrial accidents and for immediate elimination of their consequences;

b) To carry out urgent, socially useful public utility and communication works;

2. Person under 18 years of age shall not be assigned for overtime work.

3. Even in exceptional cases pregnant woman, a woman who has recently given birth to a child or breastfeeding woman, as well as a disabled person shall not be obliged to perform overtime work.

IV. Rest Time**Article 58. Length of Rest Time**

1. An employee shall be given the right to rest during a working day or shift after every four hours; the length of a break shall not be less than 45 minutes and more than two hours.
2. Length of rest time between the working days (shifts) shall not be less than 12 hours.
3. Length of uninterrupted weekly rest time shall not be less than 40 hours.

Article 59. Break Included in the Working Time

1. For work where no common break can be introduced due to industrial conditions, the employer shall give the employee the possibility of an individual break during the working time.
2. An employee who performs the work with particular intensiveness, under great physical or mental load or hard natural-climatic conditions, shall be given an additional break every one hour for not less than 15 minutes, which is included in the working time.
3. An employer shall create appropriate conditions of the rest for an employee.

Article 60. Additional Break for Feeding and Taking Care of a Child

1. An employee who takes care of a child less than 3 years of age shall be given additional breaks for not less than one hour for feeding and caring for the child.
2. Break for feeding and caring for the child shall be included in working time and remunerated.
3. The length of break and the rule of its giving shall be determined by the employer with due consideration of the employee's needs.

Article 61. Rest Days

1. The common rest day shall be Sunday.
2. In the case of a five-day working week, employees shall be entitled to two consecutive rest days per week.

Article 62. Additional Rest Day

Upon the request of an employee who nurses a disabled minor he/she shall be given an additional weekly rest day the remuneration for which shall be determined by the parties' agreement.

Article 63. Official Holidays

1. Holidays as established by legislation are the following:
 - a) January 1-2 – New year's day;
 - b) January 7 – Christmas day;
 - c) January 19 – Epiphany;
 - d) January 27 – Saint Nino's day;
 - e) February 15 – Presentation of Christ in the Temple;

- f) March 3 – Mother’s day;
- g) March 8 – International Women’s Day;
- h) April 7 – Annunciation;
- i) Good Friday, Holy Saturday and Easter – not a fixed date;
- j) The day of Remembrance of the Deceased – the Second day to Easter (not a fixed date);
- k) April 9 – the date of Adoption of the Declaration of Independence – the day of national solidarity of Georgia, civil consensus and remembrance of the deceased for the motherland;
- l) Ascension day – (transitional date);
- m) May 9 – Day of Victory over fascism;
- n) May 12 – Saint Andrew’s day;
- o) May 26 – Restoration of Independence of Georgia;
- p) August 19 – Transfiguration;
- q) August 28 – Assumption of the Virgin Mary;
- r) September 21 – Nativity of the Virgin Mary;
- s) September 27 – Elevation of the Life-giving Cross;
- t) October 14 – Mtskhetoba, Svetitskhovloba;
- u) November 23 – St. George’s Day;
- v) December 4 – Presentation of the Virgin Mary in the Temple.

Chapter V. Remuneration

I. General Provisions

Article 64. Time and place of giving remuneration

1. Remuneration shall be given at the time as provided for by the collective agreement or employment contract but at least once a month.
2. In case of leave, the employee shall be given remuneration for the performed work at least three days prior to the leave.
3. Remuneration shall be given at the employee’s place of work or transferred to his/her bank account.

Article 65. The Form and Schemes of Wages

1. With due consideration of the nature of the work, the form and scheme of wages shall be determined by the employment contract or collective agreement on the basis of time worked, performance or mixed scheme.
2. The collective agreement or employment contract may provide for the payment of wages in kind in the amount of not more than 20% of the fixed wages. The value of goods paid in kind shall not exceed its market value existing for that moment. Alcoholic beverages, products containing narcotics and goods that are removed from civil circulation or do not satisfy the needs of an employee or his/her family members shall not be given as payment in kind.

Article 66. Remuneration for Minor's Work

A minor shall be remunerated for shortened working time in the same amount as the employee of the same category working for full time.

II. Supplementary Remuneration

Article 67. Remuneration for Work under Special Working Conditions

For work performed under hard and harmful working conditions or hard natural-climatic conditions, an employee shall be given supplementary remuneration in the amount of at least 20% of the established wages.

Article 68. Remuneration for Work in the Case of Combination of Works

An employee, who additionally performs work other than his/her original duties at the same organisation, shall be given supplementary remuneration at 30% of the wages established for the work performed additionally.

Article 69. Remuneration for Overtime Work

1. Overtime work shall be remunerated in the amount of at least one half of the hourly rate.
2. The work performed with the employer's order during rest day or official holiday shall be remunerated in the double amount. This rule shall also apply to an employee who according to schedule, works on an official holiday in the organisation operating uninterruptedly.
3. Parties may agree on compensation of work on a rest day or official holiday during a month by giving the day off in lieu.

Article 70. Remuneration for Night Work

For each hour worked at night, the employee shall be paid supplementary remuneration at 20% of the hourly rate.

III. Special Cases of Remuneration

Article 71. Remuneration for Improperly Performed Work

Work performed improperly shall be fully remunerated unless it is caused by an employee's intentional or gross negligence.

Article 72. Remuneration for Work in Case of Forced Idleness

In case of forced idleness caused by the employer, the employee shall be paid compensation in the full amount of wages. Idleness caused by the employee shall not be remunerated.

Article 73. Remuneration for Work in Case of Transfer to Another Work Caused by Industrial Necessity

In the case of transfer to another work or other organisation due to industrial necessity, the employee's work shall be remunerated according to the work performed but not less than the previous wages.

Article 74. Expenses Related to the Transfer of the Employee to Another Place of Work

1. The employer shall reimburse the employee's and his/her family members travel expenses, daily expenses for each day of journey and expenses related to the shipment of property caused by the transfer of an employee to another place of work.

2. An employee shall be paid the wages in the full amount for the days of preparation for the journey, being on the journey and settlement on a new place.

Article 75. Reimbursement of Business Trip

All the expenses incurred by an employee during the whole period of business trip, including travelling and accommodation costs shall be reimbursed.

Article 76. Compensation for the Exploitation of an Employee's Property

An employee who upon the employer's order, uses his/her own property for the performance of work, shall be compensated for the deterioration of the property.

Article 77. Mutual Set Off

The demand on payment of remuneration shall not be set off by another demand.

Article 78. Deduction from Remuneration

1. An employer shall be entitled to deduct from the employee's remuneration only:

- a) Any sum paid in advance and any excessive sum paid due to an accounting mistake;
- b) The part of advance paid out for business trip, transfer to another place of work or logistical needs, that was not spent;
- c) Remuneration for the days of leave taken in advance by the employee and not worked due to termination of employment contract;
- d) Amount of compensation of damage caused to the organisation's property.

2. Total amount of the deduction shall not exceed 20%, and in certain cases stipulated by Georgian legislation - 50% of remuneration. Deduction-free part of remuneration shall not be less than the statutory national minimum wage.

Article 79. Settlement upon Termination of Employment Relations

1. Upon termination of employment, an employer shall immediately carry out the final settlement. The unused leave shall be reimbursed to an employee in money.

2. If settlement fails to be accomplished on the final day of an employee's work due to reasons not attributable to the employer, the final settlement shall be accomplished as soon as the appropriate conditions occur.

3. An employer shall pay 0.05% of the sum for each day of delay of the final settlement.

Chapter VI. Leave

I. Annual Paid Leave

Article 80. Length of Leave

Minimum length of leave in the case of five-day working week shall be 20 working days per year and in the case of six-day working week – 24 working days.

Article 81. Additional Leave

1. Additional leave of at least five calendar days shall be given to employees performing harmful, hard, dangerous work as well as working under hard natural-climatic conditions.
2. An employee may be given additional leave for the years served based on collective agreement or employment contract.

Article 82. The Rule on Granting Leave

1. An employee acquires the right to demand leave after six months of uninterrupted work at the organisation. Upon the parties' agreement, an employee may be granted leave before the expiry of the above-mentioned period.
2. In the second and following years of work, an employee shall be given leave at any time of the year upon the agreement of the parties.
3. A minor or disabled person shall be given annual leave before the expiry of six-months uninterrupted work upon his/her own request.
4. Upon the parties' agreement, annual leave may be used in fractions. An employer shall allow the employee to rest for two consecutive weeks within the period from 1 May to 1 October.
5. The period of temporary disability, pregnancy, childbirth, childcare and other purposeful leave shall not be included in the length of annual leave.

Article 83. Calculation of the Time Needed for Origination of the Right on Leave

1. In the time needed for origination of the right to demand leave shall be included the actual worked hours as well as the period of temporary disability or forced idleness.
2. In the time needed for origination of the right of leave shall not be included the time of absence from work for unjustifiable reason or leave without remuneration of more than seven days.

Article 84. Exceptional Cases of Postponement of Annual Leave

1. Annual leave shall be postponed for a relevant period in the case of an employee's temporary disability or other cases of termination of employment.
2. If granting an employee annual leave in the current year may negatively affect the normal flow of the work of the organisation, upon the employee's consent it shall be permitted to postpone leave to the following year. Minor's annual leave may not be postponed to the next year.
3. Annual leave shall not be refused for two consecutive years.

Article 85. Calculation of Remuneration for Annual Leave

An employee's remuneration for annual leave shall be determined by the average wages of twelve months prior to the leave, unless the period worked after the commencement of the work or after the last leave is less than twelve months –the amount of average wages of worked months.

Article 86. Financial Compensation of Annual Leave

Financial compensation of annual leave shall be permitted only in the case when at the moment of termination of employment an employee had not used the allowed leave. In case of termination of employment, a person shall be given financial compensation of one twelfth of annual leave remuneration for each month of work.

Article 87. Leave without Remuneration

An employee, upon his/her request shall be entitled to leave without remuneration for a defined period. Upon the parties' agreement, leave without remuneration may be terminated before the determined time.

II. Leave for Study and Scientific Activity**Article 88. Leave for Taking Entrance Exams at Educational Institutions**

An employee shall be entitled to 15 calendar days of leave without remuneration for taking entrance exams at educational institutions.

Article 89. Leave for Study at Educational Institutions

An employee studying at an educational institution shall be entitled to additional remunerated leave in the amount of 30 calendar days every educational year. In the last year of study, an employee shall be additionally given leave without remuneration for up to 30 calendar days for courses, preparation of degree work or taking state exams.

Article 90. Leave for Entrants to Post-Graduate Studies, Post-Graduate Students and Seeker of Scientific Degree

1. For taking entrance exams at post-graduate studies, employees shall be entitled to leave without remuneration of 15 calendar days.
2. Post-graduate students shall be entitled to leave without remuneration of 30 calendar days for each year of postgraduate study.
3. For taking the qualifying exams for the candidate degree, a seeker of a scientific degree shall be entitled to leave without remuneration of 10 calendar days for each exam, and for completion and defence of candidate dissertation the amount of leave shall be three months.
4. Seeker of the degree of doctor of sciences, for completing and defence of doctor's dissertation shall be entitled to leave without remuneration of 120 calendar days.
5. For preparation of textbooks or other training-methodical materials, professor-teachers shall be entitled to remunerated leave the amount of which shall be determined by the scientific council.

III. Pregnancy, Childbirth and Childcare Leave

Article 91. Pregnancy and Childbirth Leave

1. An employee in the period of pregnancy or giving birth shall be entitled to leave of 70 calendar days before birth and 60 calendar days after birth or in case of complication or the birth of two or more children - 70 calendar days.
2. Pregnancy and childbirth leave shall be granted to the employee in total, despite the actually used days before birth.

Article 92. Leave for the Adoption of a Newborn Child

An employee adopting a newborn child shall enjoy all working rights established for a parent, including the leave starting from the child's birth until the child reaches 60 days.

Article 93. Remuneration of the Leave for Pregnancy, Childbirth or Adoption of a Newborn Child

Leave for pregnancy, childbirth and adoption of a newborn child shall be remunerated from the funds of social insurance according to the rule provided for by Georgian legislation.

Article 94. Childcare Leave

1. An employee upon his/her request shall be entitled to leave without remuneration uninterruptedly or in fractions for taking care of a child until that child reaches the age of three.
2. Childcare leave may be granted to any person who is actually taking care of a child.

Chapter VII. Vocational Training and Retraining

Article 95. Exemption from the Duty to Perform Work and Payment of Wages

1. During the period of vocational training or retraining on the employer's initiative, the employee shall be exempted from the duty to perform work with the preservation of remuneration.
2. If vocational training or retraining also serves for the achievement of the employee's personal objectives and substantially improves his/her competitiveness on the labour market, an employee may participate in it outside of working time within the limits of prudence.

Article 96. Expenses of Vocational Training or Retraining

An employer shall fully reimburse the expenses of vocational training or retraining conducted with his/her initiative.

Article 97. Exemption from Reimbursement of Expenses

1. Parties may agree that if an employee terminates vocational training, retraining or the employment contract, the employer may refuse to reimburse expenses or demand the return of the paid sum.

2. Upon the parties' agreement, reimbursement of expenses of vocational training or retraining may be incurred fully or partially by an employee if the gained knowledge and skills substantially improves his/her competitiveness on the labour market.

Chapter VIII. Labour Protection

Article 98. Requirements of Labour Protection

1. Within the context of his responsibilities, the employer shall take measures necessary for the safety and health of his/her employees.
2. An employer shall prevent occupational risk, provide information and training, as well as provide necessary organisation and means. The employer shall be alert to the need to adjust these measures to take account of changing circumstances and aim to improve the existing situation.
3. The employer shall be concerned about adapting the work to the individual, equipping the employee with work equipment and means, alleviating monotonous work and reducing negative effects on an employees' health.
4. The employer shall take measures necessary for adapting the organization's devices to technical progress and replacing dangerous equipment and machinery with non-dangerous or less dangerous equipment or machinery.
5. The employer shall develop an overall prevention policy that covers technology organisation of work, working conditions, social relations and the influence of factors related to the working environment. Collective protective measures shall be given priority over individual protective measures.

Article 99. Employer's Due Diligence

1. The employer shall, taking into account the nature of activities of the organisation evaluate the risks to the safety and health of workers in the choice of work equipment, chemical substances or preparations used and the fitting-out of work places.
2. When entrusting a task to an employee, the employer shall take into consideration the employee's capabilities as regards health and safety.
3. The employer shall ensure that the planning and introduction of new technologies is the subject of consultation with the employees as regards the consequences of the choice of equipment, the working conditions and working environment for the safety and health of employees.
4. The employer shall take appropriate steps to ensure that only employees who have received adequate instructions may have access to areas where there is serious and specific danger.

Article 100. Labour Protection Service

1. For the protection and prevention of occupational risk, the employer shall appoint a person responsible to carry out activities related to labour protection in the organisation and if the number of employees exceeds 100 – create a labour protection service.
2. If the appointment of a qualified person responsible for protection of labour or cre-

ation of such service fails, the employer shall appoint a competent external person or service.

3. The employer is not be exempt from the duty to protect labour.

Article 101. Instruction and Training of Employees in the Field of Labour Protection

The employer shall instruct the employee with regard to safety techniques, industrial sanitation and other rules of labour protection, shall ensure training of employees responsible for labour protection or other employees of certain categories in the field of labour protection.

Article 102. Labour Protection Instructions

1. The employer shall elaborate labour protection instructions according to the specificity of work and working conditions.

2. If basic requirements of labour protection set by the state do not cover the norms protection necessary during work and for ensuring health protection, the employer shall elaborate respective norms upon agreement with the employees.

3. An employee shall take care of his own safety and health and that of other persons that may be affected by his acts and commissions in accordance with his training and instructions given by the employer.

Article 103. Urgent Measures in Time of Industrial Necessity

1. The employer shall take necessary measures for first aid, dealing with accidents and evacuation of employees, adapted to the nature of the activities and the size of organization and taking into account other persons present.

2. If the organization's forces are not sufficient or less presumable to eliminate the consequences, the employer shall immediately contact external first-aid services.

3. The employer shall not ask employees to resume work in a situation where there is still a serious and imminent danger.

4. An employee who in the event of serious, imminent and unavoidable danger leaves the work place may not be placed at any disadvantage.

Article 104. Buildings-Constructions and Facilities of the Organisation

1. In the process of designing, constructing, reconstructing and exploiting buildings-constructions and facilities of the organisation, as well as in technological processes, labour protection requirements shall be observed.

2. Machinery, and other industrial equipment, which do not comply with the requirements of labour protection shall not be used in the organisation.

3. New and reconstructed industrial facilities shall not be put used without the permission of the state body supervising the application of labour protection rules and norms.

Article 105. Special Clothes and Other Means of Individual Safety

1. An employee performing work under harmful working conditions as well as at special temperature conditions or connected with dirt, according to the established norms, shall

be provided free of charge with special clothes, shoes and other means of individual safety, the usage of which in the working process shall be mandatory.

2. The employer shall provide storage, laundry, disinfection, fumigation, deactivation and repair of special clothes, shoes and means of the individual safety given to the employees.

Article 106. Provision with Medicinal-Prophylactic Means

1. An employee performing work under the harmful working conditions shall be provided free of charge with milk or other equivalent medicinal-prophylactic food products.

2. An employee working in hot shops defined by the body of sanitary-hygienic supervision shall be provided with 0.6% soda salty water.

3. An employee performing work under harmful and hard conditions or connected with dirt shall be given cleansing and neutralising means free of charge, in accordance with the rule and in amount established by the state.

Article 107. Compulsory (Periodical) Medical Examination

Medical examination of employees working under hard, harmful and dangerous conditions shall be mandatory with intervals as established by legislation. The costs of medical examination shall be incurred by the employer.

Chapter IX. Modification, Suspension and Termination of Employment

I. Modification of Employment Relations

Article 108. Modification of the Essential Condition of the Contract

An employer may modify the essential term of the contract with the employee's consent.

Article 109. Change of Place of Work

1. Assignment of work within the framework of the terms of employment contract in another structural unit located territorially in the same organisation shall not be deemed as a change of an employee's place of work.

2. While determining whether a change of an employee's place of work constitutes a change in essential terms of employment relations, the grounds deriving out of person of an employee shall be taken into consideration, such as age, state of health and family status, as well as specificity of the work.

Article 110. Modification of the Essential Condition of the Contract Caused by Industrial or Urgent Necessity

1. In the event of industrial or urgent necessity an employee shall, in the interests of the undertaking, temporarily, for no longer than one month per year, perform necessary ad hoc work not prescribed by the contract, including overtime work, work at a different place or at another employer's organisation. An employee shall be released from such duty if grounds deriving out of his/her person are to be treated advantageously.

2. An employer shall fully reimburse an employee with additional expenses caused by changing the essential condition of the contract.

Article 111. Modification of Working Conditions Due to Industrial Changes

An employer shall inform an employee about changes of organizational, technical and technological conditions at least two months in advance and if necessary provide for raising of his/her qualification and professional retraining.

Article 112. Transfer to Light Work

1. An employer shall, based on a medical certificate, transfer an employee due to their state of health being incompatible with work performed to lighter work for an indefinite or definite period. If work suitable for his/her state of health is not available in the organisation an employer shall be released from duty.
2. If transfer to light work due to the state of health causes a reduction in the employee's remuneration he/she shall retain the previous remuneration rate for two months from the date of transfer.
3. In the event of transfer to light work due to industrial health injury or occupational disease, an employee shall retain the previous remuneration rate until the restoration of working capacity or acknowledgment as a person with limited abilities.

Article 113. Transfer of a Pregnant and Nursing Woman to Another Work

1. Based on a medical certificate a pregnant or nursing woman shall be transferred to another job, where harmful influence of industrial factors do not exist.
2. Before making a decision to transfer to another work, a woman shall be released from performing the work and paid compensation at the previous remuneration rate.

II. Suspension of Employment Relations

Article 114. Grounds for Suspension of Employment Relations

1. The exercise of a citizen's political right and fulfilment of obligation shall lead to the suspension of employment relations.
2. An employee's election to the office, participation in the strike, temporary incapacity to work or forced assignment to a specialised facility for medical treatment and prophylactics under court decision shall cause a suspension of employment relations.

Article 115. Fulfilment of Public or Social Duties by an Employee

The following circumstances shall not cause the suspension of employment relations:

- a) Exercise of suffrage by an employee;
- b) Appearance of an employee before an inquest or preliminary investigation, prosecutor's office or court summons as a victim, witness or expert;
- c) Appearance of an employee before the relevant body with regard to enlistment for compulsory military service or muster;

III. Termination of Employment Relations

Article 116. Grounds for Termination of Employment Relations

Employment relations may be terminated:

- a) Upon the parties agreement;
- b) Upon the expiration of the term of employment concluded for a definite time period;
- c) By termination of the contract by notice by an employer or employee;
- d) By final enforceable court sentence or decision excluding the possibility of performance of work;
- e) By an employee's forced displacement;
- f) Upon the employer's death in the benefit of whom an employee was performing the work.

Article 117. Termination of the Employment Contract by Notice

1. An employment contract may be terminated by written notice of the party to the contract by observing four-weeks notice period before a calendar month ends.
2. In the written notice an employer shall indicate the reasons for the termination of employment by notice and if the employee has been working in the undertaking for more than two years, shall observe the following period of notice:
 - a) If working for 2-5 years – 2 months before calendar month ends;
 - b) 5-10 years– 3 months before calendar month ends;
 - c) Over 10 years – four months before calendar month ends.
3. An employment contract concluded for a definite period may be terminated by notice under ordinary grounds only if stipulated by the contract.
4. In the case of a probation period, the contract may be terminated by two-weeks prior notice.
5. A collective agreement may prescribe a different notice period. The agreement of the parties establishing the notice period for termination of the contract for the employee longer than it would be established for the employer is prohibited. In such a case, the notice period for termination of the contract established for the employer shall automatically apply to the employee.

Article 118. Grounds for Termination of the Employment Contract by Notice

1. If employment relations last for over six months uninterruptedly, an employer may terminate the contract by notice if caused by industrial necessity, reasons deriving out of an employee's person or his/her behaviour that breaches the contract.
2. A contract may be terminated by notice due to industrial necessity if upon the employer's industrial decision, employment of one or more employees is not necessary and this is not of a temporary nature. The decision shall not be obviously incompatible with the existing situation.
3. A contract may be terminated by notice due to reasons deriving out of an employee's person if an employee is no longer capable to work or does not hold qualifications necessary to perform the work. A contract may be terminated by notice on the grounds of sickness if, due to sickness, an employee is not able to work for over four months successively or it is likely that he/she will be absent from work for a long term and that this will

cause significant industrial difficulties or be related with unreasonable expenses. Exceptions shall be pregnancy, childbirth and childcare leave, cases of occupational diseases, industrial injuries or diseases for treatment of which a healthcare authority prescribes a longer period. A contract may not be terminated by notice due to reasons deriving out of a person if the employee's interests, in terms of progress of employment relations, length of employment with the organisation and his/her age, significantly exceed the employer's interests.

4. A contract may be terminated by notice due to an employee's behaviour breaching the contract in case of essential violation of the obligations assumed under the employment contract or established under internal labour rules, which in accordance with the organisation's interests excludes the possibility of continuing employment relations. A warning shall precede the termination of the contract by notice. A warning is not necessary in the case of a grave violation or when an employee refuses to act pursuant to the contract.

Article 119. Reasonability of Termination of the Contract by Notice

1. An employer may terminate the contract by notice only if it is impossible to avoid the letter by application of other suitable means causing the less severe consequences for the employee, without breaching third party's legitimate interests.

2. A contract may not be terminated by notice due to industrial necessity or reasons deriving out of an employee's person if there is a possibility of transferring the employee upon his/her consent to another place of work, which is vacant or will be vacated soon. An employer shall inform an employee about the existence of such a place of work before terminating a contract by notice.

3. A contract may not be terminated by notice due to industrial necessity or reasons deriving out of an employees' person if after professional retraining or raising the qualification, an employee can be employed in the same or other work by modifying the essential terms and conditions of the contract.

Article 120. Consideration of Social Status in Case of Termination of the Contract by Notice due to Industrial Necessity

1. If due to industrial necessity a contract is to be terminated by notice with one of several employees, an employer shall take due account of social circumstances. Social circumstances shall be deemed as taken into account if an employer takes into consideration the length of employee's work within the organisation, his/her age and obligations before the family.

2. An employer shall be released from the obligation of taking due account of social circumstances if, due to industrial-technical, economic or other substantial industrial necessity, it is necessary to employ one or several workers with certain skills and for this reason it is impossible to take social circumstances into consideration.

3. Collective agreements may stipulate different terms and conditions.

Article 121. Cessation of the Grounds for Termination of the Contract by Notice

1. If due to a change in circumstances before the expiration of the notice period prescribed for the termination of the contract by notice, or the grounds for termination of the

contract by notice no longer exist, an employee shall have the right to require continuation of employment relations under the existing terms and conditions, unless it contradicts significant industrial interests.

2. If the grounds for termination of the contract by notice cease to exist after rescinding the contract, an employee shall have a preferential right of being employed under the previous terms and conditions for one year.

Article 122. Termination of Employment Contract without Observance of Notice Period

1. A party may terminate the employment contract by notice without observance of the established notice period, if there is a significant ground to terminate the contract due to which continuation of employment relationship is unacceptable for the party terminating the contract.

2. A contract may be terminated by notice under significant grounds, within two weeks after the grounds occurred or were revealed by the party. The party terminating the employment contract shall, upon the request of the other party to the contract immediately inform the latter in writing of the reason for the termination of employment contract by notice.

Article 123. Employee's Rights in Case of Termination of Employment Contract by Notice

1. Upon the expiration of the period indicated in the notice, an employee shall have the right not to continue work. The employer shall record the termination of employment and carry out the final settlement.

2. Before the expiration of the period indicated in the notice on the termination of contract by notice, an employee shall have the right to change their decision and upon the employer's consent continue work. The notice shall be deemed invalid.

3. An employee's temporary incapacity to work and leave shall not impact upon the running notice period.

Article 124. Transfer of Undertaking or its Part

1. Transfer of the ownership right of an undertaking or its part to a new owner based on transaction or the law, shall not constitute grounds for the modification or rescinding a valid employment contract.

2. A new owner shall observe the provisions of collective agreement concluded by the previous owner and shall not deteriorate the employee's state for at least one year.

Article 125. Prohibition of Termination of Employment Contract by Notice

1. An employer shall not terminate the employment contract by notice in the case of modification of the organisation's legal form or change of its name.

2. An employment contract with a pregnant or nursing woman, a parent who takes care of a child under three years of age, a single parent who takes care of a child under fourteen years of age, a guardian of an adolescent with limited abilities under sixteen years of age or with a minor employee, shall not be terminated by notice, due to industrial necessity or reasons deriving out of a employee's persona.

Article 126. Collective Redundancy

1. The termination of a contract by notice effected by an employer within 30 days for reasons not related to an employee's personality or behaviour shall be deemed as a collective redundancy, where the number of redundancies is:

- a) At least 10, in an organisation employing more than 20 and less than 100 workers,
- b) At least 10% of the employees in an organisation employing more than 100 but less than 300 workers;
- c) At least 30 employees in an organisation employing 300 or more workers.

2. Where an employer is contemplating collective redundancies, he shall begin consultations with the workers' representatives in good time on matters to avoid collective redundancies or to reduce the number of workers affected and to help the redeployment or retraining of workers made redundant.

3. An employer shall enable employees to make constructive proposals. The employer shall inform in writing about the reasons for projected redundancies, the period over which the projected redundancies are to be effected, the number and categories of employees to be made redundant, the number and categories of workers normally employed in the organization, the criteria proposed for the selection of workers to be made redundant and severance pay. Collective redundancy shall take effect 30 days after the notification.

4. An employer shall notify the state authority responsible for employment in writing about any projected collective redundancies two months in advance.

Article 127. Termination of Employment Contract with Minors

Legal representatives of minor and bodies of state supervision and control shall have the right to require the termination of an employment contract if the continuation of work threatens the minor's life, health or other important interests.

Article 128. Severance Pay

In case of a termination of contract by notice caused by industrial necessity, the employees shall be given severance pay for each worked year or part of year of one week's wages.