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# LABOUR CODE

# OF THE REPUBLIC OF ARMENIA

**adopted on November 9, 2004**

## SECTION 1.

## GENERAL PROVISIONS

## CHAPTER 1.

## *THE LABOR CODE AND THE RELATIONS REGULATED THEREBY*

### Article 1. Relations Regulated by the Labor Code of the Republic of Armenia

1. This code regulates collective and individual labor relations, defines the grounds for the accrual, modification and termination of such relations and the procedure for their implementation, rights, obligations of the parties of the labor relations, their liability, as well as conditions for ensuring safety and health of employees.
2. The special features of regulation of specific spheres of labor relations may be established by law.

### Article 2.The Objective of the Labor Legislation

The objective of the labor legislation is :

1) to establish state guarantees for labor rights and freedoms of natural persons, i.e., citizens of the Republic of Armenia (RA), foreign nationals, stateless persons without citizenship (hereinafter referred to as "the citizens");
2) to contribute to the creation of favorable working conditions;
3) to protect the rights and interests of employees and employers.

**Article 3. Principles of the Labor Legislation**

1. The main principles of the labor legislation are as follows:

1) freedom of work, including the right to work, (which everyone freely chooses or freely agrees to), the right to master one's own abilities to work, choose profession and type of activity;
2) prohibition of forced labor of any form (nature) and of violence against employees;
3) legal equality of parties to labor relations irrespective of their sex, race, nationality, language, origin, citizenship, social status, religion, marital and family status, age, views or convictions, affiliation to parties, trade unions or non-governmental organizations, other circumstances not associated with professional aptitude of employee;
4) ensuring the right to just conditions of work for every employee,(including conditions ensuring safety and meeting the hygiene requirements, right to rest);
5) equality of rights and opportunities of employees;
6) ensuring the right of every employee to fair remuneration in a timely manner and to the fullest extent at no less than the minimum salary rate established by law;
7) ensuring the right to freedom of association of employees and employers for the protection of labor rights and interests, (including the right to form or join trade unions and employers' associations);
8) stability of labor relations;
9) freedom to collective negotiations/ collective bargaining;
10) liability of the parties to the collective agreements and employment contracts according to their obligations.

2. The state shall ensure the exercise of the labor law rights in accordance with the provisions of this Code and other laws. Labor rights may be restricted only by law, if such restrictions are required for the protection of the state and public security, public order, public health and morals, the rights and freedoms, honor and good reputation of others.

**Article 4. The Labor Legislation and Other Legal Acts**

1. The labor relations in the Republic of Armenia shall be regulated by the Constitution of the Republic of Armenia, this Code, laws, other legal acts, labor contracts and collective agreements.

The labor legislation defines:

1) the scope, objective and principles of application of the labor legislation;
2) legal grounds of exercise forthright to work;
3) procedure and conditions for the conclusion and implementation of collective agreements and labor contracts, as well as the liability of the parties based on their duties;
4) procedure and conditions for work remuneration;
5) the maximum duration of working time and minimum rest time;
6) minimum size (limit) of privileges, compensations and guarantees;
7) basic rules and regulations for the protection of health and provision of safety of employees;
8) the rights and obligations, responsibilities/liabilities of the representatives of employees – trade unions, representatives (body) selected by the meeting (assembly) of employees, as well as union of employers, their representatives thereof;
9) legal grounds for ensuring labor discipline;
10) conditions and amount (limits) of material liability;
11) basic provisions for exercising supervision and control over the observance of the labor legislation;

2. Official acts or acts of local self-governing bodies containing norms of labor right may be published only in cases and within the scope provided for by the labor legislation.
3. Employers, in the manner prescribed by legislation and within the scope of their powers, may adopt internal (local) and individual legal acts.

***(Article 4 amend. on 19.05.2008 under HO-66-N edit. on 24.06.2010 under HO-117-N, suppl., amend. on 22.06.15 under HO-96-N)***

**Article 5. Internal and Individual Legal Acts of Employer**

1. Internal and individual legal acts of employer shall be adopted in the form of orders or executive orders, and in cases prescribed by the legislation - in the form of other legal acts.

   If internal or individual legal acts contain provisions that are less favorable than the conditions prescribed for employees by the labor legislation and other legal normative/regulatory acts containing the norms of labor law, then such acts or the respective parts thereof shall have no legal effect.

2. Internal legal acts shall be adopted when the internal disciplinary rules, work (shift) and rest/day-off timetable(schedules) of an organization are approved, employees are involved in overtime work and duty, as well as in cases provided for by this Code and other legal acts.
3. Employer shall adopt individual legal acts aimed at regulation of individual labor relations.
4. The internal and individual legal acts adopted by the employer shall enter into force upon proper notification of the respective persons thereon, unless other terms are prescribed by those legal

acts. One copy of an individual legal act on hiring, as well as on termination of the employment contract shall be submitted to the employee within three days following the adoption thereof.

5. The internal and individual legal acts adopted by the employer shall be preserved, registered and archived in the manner established by the legislation of the Republic of Armenia.

***(Article 5 edited on 24.06.10 under HO-117-N,suppl. On 22.06.15 under HO-96-N)***

**Article 6. Regulation of Labor and other Relations Directly Connected Therewith on a Contractual Basis**

1. In accordance with the labor legislation and other normative/regulatory acts containing norms of labor law, labor and other relations directly connected therewith shall be regulated by collective agreements and labor/employment contracts concluded between employees and employers.

   Collective agreements and employment contracts may not contain such conditions that cause impairment in the situation of employee as compared with the working conditions provided for by the labor legislation, other normative/regulatory legal acts containing norms of labor right. If the conditions set forth in collective agreements or labor/employment contracts contradict this Code, the laws, other normative/regulatory legal acts, these conditions shall have no legal effect.

2. If the labor legislation and other legal normative/regulatory acts containing norms of labor law do not directly prohibit the parties of labor relations to discretionarily establish on a contractual basis reciprocal rights and obligations, the parties, while establishing such rights and obligations on a contractual basis, shall be guided by the principles of justice, prudence and fairness.

**Article 7. The Scope of Application of the Labor Legislation**

1. The labor legislation and other normative/regulatory legal acts containing norms of labor law shall apply to labor relations having arisen in the territory of the Republic of Armenia, regardless of the fact whether the work is performed in the Republic of Armenia or in another state upon the assignment of the employer.
2. The provisions of the labor legislation of the Republic of Armenia and other normative/regulatory legal acts containing norms of labor right shall be binding upon all employers (citizens or organizations) irrespective of the organizational and legal form and form of ownership thereof.
3. Labor relations arisen at the time of performing works in vessels or aircraft (flying vehicles), shall be regulated by the labor legislation of the Republic of Armenia and other normative/regulatory legal acts containing norms of labor right, if these vessels sail or aircraft (flying vehicles) fly under the flag of the Republic of Armenia or are marked by the coat of arms of the Republic of Armenia.

   The labor legislation of the Republic of Armenia and other normative/regulatory legal acts containing norms of labor right shall apply during the performance of work in other means of

transport, only if the means of transport owned by the employer are under the jurisdiction of the Republic of Armenia.

4. If the employer is a foreign state or a diplomatic representation thereof, a foreign organization or a foreign person, the labor legislation of the Republic of Armenia and other normative/regulatory legal acts containing norms of labor right shall apply to the labor relations having arisen with the employees permanently residing in the Republic of Armenia to the extent the diplomatic immunity is not so breached.
5. The labor legislation of the Republic of Armenia and other normative/regulatory legal acts shall not apply to the labor relations having arisen between foreign employers and employees not residing permanently in the Republic of Armenia irrespective of the fact that employees perform work upon the instruction of the employer in the Republic of Armenia.
6. If it is approved through judicial procedure that the labor relations are actually regulated by a civil law contract concluded between the employer and employee, the provisions of the labor legislation and other normative/regulatory legal acts containing norms of labor right shall apply to such relations.
7. Labor (service) relations of persons holding political, discretionary or civil positions as well as civil servants, officers of other state (special) services and local self-governing bodies as prescribed by law, as well as employees of the Central Bank of the Republic of Armenia shall be regulated by this Code, unless otherwise envisaged by respective laws.
8. This Code does not regulate labor relations with participation of citizens serving their sentence at correctional facilities, except for the relations related to working time and rest-time regulations, remuneration for work, safety and health of employees.

***(Article 7 amend. on 24.06.10 under HO-117-N)***

**Article 8. Application of Foreign Law**

Foreign law shall apply to labor relations existing in the Republic of Armenia if it is provided for by the international treaties of the Republic of Armenia or by law of the Republic of Armenia.

**Article 9. International Treaties**

If international treaties of the Republic of Armenia establish other norms than those envisaged by this Code, the norms of the treaties shall apply.

**Article 10. Application of the Labor Legal Norms by Analogy**

1. If labor relations are not directly regulated by law, the norms of the labor legislation regulating similar relations (statutory analogy) shall apply to such relations, unless it contradicts their essence.
2. In case it is impossible to apply the statutory analogy, the rights and obligations of the parties shall be determined on the basis of principles of the labor legislation (law analogy).
3. The analogy may not be applied, if the rights, freedoms of citizens and legal entities are limited or new obligation or responsibility is envisaged for them or the coercive measures and the

procedure for their application, the conditions and procedures for control and supervision exercised over citizens and legal entities are made more stringent.

**Article 11. Principles of Interpretation of Norms of the Labor Legislation**

1. The norms of the labor legislation of the Republic of Armenia shall be interpreted in the literal sense of the words and expressions used therein with account of the requirements of this Code.

   The interpretation of the norm of the labor legislation of the Republic of Armenia shall not change/modify its meaning.

2. If the legal act has been adopted in execution of, or in accordance with, a legal act of equal or higher legal effect, such act shall be interpreted primarily based on the provisions and principles of the act of higher legal effect (of precedence).

**Article 12. Operation of the Labor Legislation in Time**

The labor legislation of the Republic of Armenia shall apply to the relations arisen before its entry into force, i.e. it has retroactive effect only for cases prescribed by this Code, other laws, as well as by the given normative/regulatory legal act. The legal acts that restrict the rights and freedoms of employers or citizens, make more stringent the procedure for their implementation or establish responsibility or make responsibility more stringent or establish obligations or establish or make more stringent the procedure for the fulfillment of obligations, lay down or make more stringent the procedure for exercising control or supervision over the activities of employees or citizens, as well as worsen their legal status otherwise shall have no retroactive effect.

## CHAPTER 2.

## LABOR RELATIONS,

## GROUNDS FOR THE ORIGIN OF LABOR RELATIONS, PARTIES TO LABOR RELATIONS

**Article 13. Labor Relations**

Labor relations are the relations, which are based on reciprocal agreement between employee and employer, under which the employee shall personally fulfill respective work-related functions (work as set forth for certain profession, qualification or position) against appropriate remuneration complying within internal rules and work discipline regulations, and the employer shall provide work conditions as envisaged under the labor legislation, other normative/regulatory legal acts containing norms of labor law, collective agreements and labor contracts.

**Article 14. Grounds for Accrual of Labor Relations**

1. The labor relations between an employee and an employer accrue on the basis of a employment contract concluded in writing in the manner established by the labor legislation or by an individual legal act on recruitment.
2. The provisions of this Code, regulating the contractual relations shall also apply to the labor relations having arisen on the basis of individual legal act on recruitment .***(Article 14 edited on24.06.10 under HO-117-N, amend. on 01.03.11 under HO-68-N)***

**Article 15. Labor-related Legal and Dispositive Capacity of Citizens**

1. The capacity of having lab***or rights and bearing responsibilities (labor legal capacity) shall be*** equally recognized for all citizens of the Republic of Armenia. Foreign nationals, stateless persons shall have the same labor legal capacity in the Republic of Armenia as the citizens of the Republic of Armenia, unless otherwise provided by law.
2. The labor legal capacity of citizens and the capacity to acquire and exercise labor rights through their activities, to create labor duties and fulfill them (labor dispositive capacity) shall arise to the fullest extent from the moment of reaching the age of sixteen, except for cases prescribed by this Code and other laws.

**Article 16. Labor-related Legal Capacity and Dispositive Capacity of Employers**

1. Labor legal capacity and labor dispositive capacity of employer-legal entities arise from the moment of their establishment.
2. Employers acquire labor rights and bear labor responsibilities, as well as perform them through their entities. These entities shall be formed and act on the basis of laws, other normative/regulatory legal acts, the charter of the employer and the legal acts approved (adopted) thereby.
3. Labor legal capacity and dispositive capacity of the employer-citizen are regulated by the Civil Code of the Republic of Armenia. Employer-citizens may exercise labor rights and bear responsibilities by themselves.

**Article 17. The Employee**

1. Employee is the capable citizen who has reached the age stipulated by this Code and who performs certain work for the benefit of the employer under the contract of employment in certain profession, qualification or position.
2. The persons from fourteen to sixteen years of age who work under an employment contract concluded with the written consent of one of the parents or adoptive parents or guardian shall also be considered as employees.

2.1. The persons at the age of fourteen to sixteen may be engaged only in temporary works not detrimental to their health, safety, education and morality pursuant to para. 4 and 5 of part 1 of Article 89, para. 1 of part 3 of Article 91, Article 101, para. 4 of part 1 of Article 140, part 1.1 of Article 143, part 3 of Article 148, part 4 of Article 149, part 2 of Article 153, part 2 of Article

154, part 7 of Article 155, para.1 of part 4 of Article 164, part 3 of Article 209, part 2 of Article 240, part 1 of Article 249 and Article 257 of this Code.

2.2. The persons under the age of fourteen may be engaged in making creative output (creative work) in cinematography, sport, theatrical and concert establishments, circus, TV and radio and (or) performing such works under written consent of one of the parents, adoptive parents, or guardian or the adoption and guardian body, which shall neither be detrimental for the health and morality, nor prevent from education or prejudice their safety and security pursuant to the requirements of para. 4, para. 5 of part 1 of Article 89, para. 1 of part 3 of Article 91, Article 101, para. 1-3 of part 1 of Article 140, para, 1.1of Article 143, part 3of Article 148, part 4 of Article 149, part 2 of Article 153, part 7 of Article 155, para. 1 of part 4 of Article 164, part 3 of Article 209, part 1 of Article 249 and Article 257 of this Code.

3. The persons from fourteen to eighteen years of age may not be engaged in work on days off, non-working days: holidays and memorial days, except for the cases when participating in sport and cultural events.

4. A temporary employment contract shall be concluded with the persons under the age of sixteen.

***(Article 17 edited, amend. on 24.06.10 under HO-117-N)***

**Article 18. Employer**

1. The employer is the participant of labor relations who uses the work of citizens on the basis of employment contract and (or) in the manner established by law.
2. A legal entity having labor legal capacity and dispositive capacity may become an employer regardless of the organizational and legal and ownership form, nature and type of activities, as well as a natural person.

In cases provided for by the legislation, other subjects (institution, state or local self-governing body, etc.) having the right to conclude employment contracts may act as employers.

3. ***(Part invalidated on 24.06.10 under HO-117-N )***

***(Article 18 suppl., amend.on 24.06.10 under HO-117-N)***

**Article 19. Workers' Collective, Procedure for Taking Decisions by Workers' Collective**

Workers' collective includes all employees being in labor relations with the employer.

The workers' collective takes its decisions through staff meetings (assembly).

1. The staff meeting is legally qualified/has quorum if more than half of the employer’s employees partake therein and the assembly is legally qualified/has quorum if more than two thirds of the delegates elected by the employees partake therein.
2. Decisions of the staff meeting (assembly) are deemed approved if more than fifty percent (50%) of the participants (delegates) of the meeting (assembly) voted for it, except for the cases provided for by this Code.

3. With the decision approved by the majority of votes of the participants of the staff meeting (delegates of the assembly), decisions of the staff meeting (assembly) may be taken by secret ballot.
4. The workers' collective may also take its decisions with the sum-up of votes received from the meetings convened by structural and detached subdivisions of the organization.

**Article 20. Length of Service**

1. The time period during which the citizen was in labor relations regulated by this Code is considered to be the length of service, as well as other periods that may be counted in the length of service in accordance with normative/regulatory legal acts or collective agreements to which the labor legislation, other normative/regulatory legal acts and collective agreements attach certain labor rights or additional labor guarantees and privileges. Length of service may be:

1) general length of service counting the whole period of the labor relations of the citizen, as well as other periods permitted to count in the length of service;
2) special or professional length of service counting the periods over which work of specific profession as indicated in the education certificate or certificate of required proficiency/competence, was performed or specific position was held or work performed under specific working conditions, as well as other periods permitted to count in length of service of the given type;
3) length of service with a certain organization or counting working period at the same position with the same employer , as well as the periods permitted to count in the length of service of the given type;
4) uninterrupted length of service counting period of work with the same organization (or the same employer) or several organizations (employers) where the shift from one workplace to the other was made upon mutual agreement of employers or upon other grounds for not interrupting the length of service or when the intervals in the shift from one work to another are not in excess of one month;
5) insurance-related length of service counting total period of employment and other activities not prohibited by the legislation of the Republic of Armenia during which the citizen was subject to insurance, and mandatory social security contributions were made for him/her and (or) by him/her pursuant to a procedure established by law;

2. The procedure for calculation of the length of service shall be established by the Government of the Republic of Armenia.

***(Article 20 amend. on 24.10.07 under HO-238-N, suppl. on 24.06.10 under HO-117-N)***.

## CHAPTER 3.

## REPRESENTATION IN COLLECTIVE LABOR RELATIONS

**Article 21.Voluntariness and Freedom of Representation**

Aimed at protecting and representing their rights and interests employers and employees may freely and voluntarily join and establish trade unions and employers' associations in the manner established by law.

**Article 22. Fundamental Principles of Representation**

1. Employers and employees may acquire labor rights and obligations, change or waive and protect them through their representatives. Employers and employees may be represented both in collective and individual labor relations. Representation in collective labor relations shall be regulated by this Code and other laws, whereas representation in individual labor relations shall be regulated by the Civil Code of the Republic of Armenia.
2. Representation in collective labor relations shall take place, if a given representative represents the will of more than half of employees. Obligations of general nature assumed through such representation shall also be binding upon all employees who are not vested with the special powers endowed to the representative of the staff, who are within the scope of such obligations so assumed.

**Article 23. Representatives of Employees**

1. The rights and interests of employees in labor relations may be represented and protected by representatives of employees: trade unions, representatives (body) elected by staff meetings (assembly).

If an organization has no trade union (trade unions) or any of the existing trade unions fail to unite more than half of the number of employees of the organization, the staff meeting (assembly) of the employees may elect representatives (body).

The availability of the representatives (body) elected by the staff meeting (assembly) in the organization shall not hinder the fulfillment of the functions of trade unions.

In case of the absence of representatives of employees in the organization, the functions of the staff meeting (assembly) on representation and protection of the rights may be transferred to the respective sectoral or territorial trade union.

In this case the staff meeting (assembly) shall elect a representative (representatives) to participate in the collective bargaining with the given employer within the delegation of sectoral or territorial trade union.

2. One and the same person may not concurrently represent and protect the interests of both employees and employers.

***(Article 23 edited. on 24.06.10 under HO-117-N)***

**Article 24. Regulation of Activity of the Bodies, Representing the Rights and Interests of Employees**

While protecting labor, professional, economic and social rights and interests of employees, the representatives of employees shall be guided by this Code, laws, other normative/regulatory legal acts and the charters thereof.

***(Article 24 edited on 24.06.10 under HO-117-N)***

**Article 25. The Rights of Representatives of Employees**

1. The representatives of employees shall have the right to:

1) draft their own charters and procedural regulations, freely elect their representatives, fill up their administrative staff and carry out their activity and draw up their own programs;
2) obtain information from the employer in the manner established by this Code;
3) submit proposals/recommendations to the employer on work organization;
4) conduct collective bargaining in the organization, conclude collective agreements, exercise supervision over the implementation thereof;
5) exercise non-state supervision in the organization over the implementation of the labor legislation and other normative/regulatory legal acts containing norms of labor right;
6) appeal through judicial procedure the decisions and actions of the employer and the authorized persons thereof contradicting the legislation of the Republic of Armenia, as well as collective agreements and labor contracts or violating the rights of representatives of employees within the organization;
7) participate in the development of production programs and implementation thereof in the organization;
8) submit proposals/recommendations to the employer on improvement of the working and rest conditions for the employees, introduction of new equipment, facilitation of manual work, review of the standards of manufacturing, as well as on the amount and patterns of remuneration;

2. Trade unions, except for as set forth in part 1 of this Article, shall have the right to:

1) ensure reconciliation of the interests of employees and employers in collective labor relations at different levels of social partnership;
2) submit proposals/recommendations to state and local self-governing bodies;
3) organize and lead strikes.

3. The representative of employees, may, under the collective agreement, be granted additional powers not contradicting the legislation.

*(Article 25 edited on 24.06.10 under HO-117-N)*

**Article 26. The Responsibilities and Rights of Employers in Relation to Representatives of Employees**

1. The employer shall be obliged to:

1) respect the rights of the representatives of employees and do not hinder their activities. The activities of the representatives of employees may not be terminated at the employer's discretion;
2) when taking decisions that may affect the employees' legal status, hold consultations with the representatives of employees and, in cases provided for by this Code, obtain their consent;
3) ensure conduct of collective bargaining within the shortest time span;
4) consider the proposals/recommendations of the representatives of employees within the term set forth in this Code and, where such term is not set, no later than within one month, and respond thereto in writing;
5) provide the representatives of employees free of charge with the required information on the issues related to the work;
6) discharge other responsibilities established under collective agreements;
7) ensure the exercise of the rights of the representative of employees as established by the legislation.

2. In case of violation by the representative of employees the employer's rights, requirements of the legislation or norms of agreements, the employer shall have the right to take legal recourse in the manner established by the legislation requesting termination of unlawful activities of the representative of employees.

**Article 27. Representatives of Employers**

1. In collective and individual labor relations of the organization the head (director, general director, chairman, etc.) of the organization acts as a representative of the employer. In cases provided for by law or the charter of the organization, employers may as well be represented by other persons.
2. The employer shall have the right to transfer/assign his/her powers in the sphere of labor law or a part thereof to citizens or legal entities.
3. A corresponding association of employers shall act as representative of the employers in collective relations of republican/national, sectoral and territorial levels.

The association of employers is a legal entity considered as a non-commercial organization unifying employer-organizations and employer-citizens. Association member employer-organizations are represented in the association through their authorized representatives.

The activity of the association of employers shall be regulated by this Code, by law and its charter.

## CHAPTER 4.

## TERMS

### Article 28. Determination of the Term

1. The term set forth by the labor legislation, other normative/regulatory legal acts containing norms of labor right, collective agreements and employment contracts or by the court, is determined by the end of a certain time period counted by calendar year, month, date or years, months, weeks, days or hours.
2. The term may also be determined by a reference to a certain event, which should inevitably take place.

### Article 29. Calculation of Terms

1. The term determined by a certain time period shall start on the day following the calendar year, month, date or event signifying the beginning of the term.
2. The term calculated in years shall expire on the relevant date and month of the last year of the term. Where it is impossible to determine exactly the starting month of the term calculated in years, the last day of the term shall be considered to be the thirtieth day of June of the corresponding year.

The rules for the terms calculated in months shall apply to semi-annual terms.

3. The rules for the terms calculated in months shall apply to quarterly terms. At that the quarter is considered to be equal to three months and calculation of quarters is made from the beginning of the year.
4. The terms calculated in months shall expire on corresponding date of the last month of the term.

If the term calculated in months expires in the month, which does not have corresponding date, then the term expires on the last day of that month.

If it is impossible to clearly determine the day, when the term calculated in months began, then the last day of the term is considered to be on the fifteenth of the corresponding month.

5. The term determined by half a month shall be considered a term calculated in days and deemed equal to fifteen days.
6. The term calculated in weeks expires on the corresponding day of the last week of the term.
7. Day-offs and non-working days - holidays and commemoration/memorial days are also included in the terms calculated in calendar days. If the last day of the term coincides with a

non-working day, then the following working day is considered to be the last day of the term. The term calculated in days shall be calculated in calendar days, unless otherwise provided by the labor legislation or other normative/regulatory legal acts containing norms of labor right.

8. If a term is set for the performance of a certain action, the action may be performed by 24:00 h of the last day of the term. However, if the action is to be performed in the organization, the term shall expire at the hour when corresponding operations in the organization are stopped in conformity with the established rules.
9. Applications and notifications (documents) submitted to a communication organization in writing by 24:00 h of the last day of the term are deemed as timely delivered.

**Article 30. Limitation of Actions**

1. Limitation of actions is the period of time envisaged for the protection of the right through the claim of the person whose right was violated.
2. The general period of limitation of actions for the relations regulated by this Code shall be three years except for the cases prescribed by this Code. For certain types of claims shorter or longer period, i.e., special periods against the general period of limitation of action, may be defined by laws.
3. Limitation of actions shall not applied to claims for the protection of employee's honor and dignity, as well as to reimbursement of salary and compensation of damages caused to employee's life or health.

The provisions on limitation of actions of the Civil Code and Civil Procedure Code of the Republic of Armenia may apply to labor where the labor legislation does not provide for any provisions related to the application of limitation of actions.

**Article 31. Period of Cancellation**

1. The labor legislation may establish such terms upon expiry of which the rights and responsibilities related thereto shall be canceled (period of cancellation).
2. The period of cancellation shall not be subject to suspension, extension or renewal except for the cases provided for by the labor legislation.

**Article 32. Procedural Time Limits**

The time limits established by the labor legislation for fulfillment of procedural actions are defined by the provisions of the Civil Procedure Code of the Republic of Armenia for calculating and applying such terms, except for the cases provided for by the labor legislation.

## CHAPTER 5.

## CONTROL AND SUPERVISION OVER COMPLIANCE WITH THE LABOR LEGISLATION

### Article 33. Entities Exercising Control and Supervision over Compliance with the Labor Legislation

State control and supervision over compliance with the requirements of the labor legislation, other normative/regulatory legal acts containing norms of labor right and collective agreements shall be exercised by the respective state bodies, whereas non-state supervision - by representatives of employees and by employers (representatives of employers).
***(Article 33 amend. on 24.06.10 under HO-117-N)***

### Article 34. State Control and Supervision over Compliance with the Labor Legislation, and Collective Agreements

***(Article ceased to be in force on 17.12.14 under HO-256-N)***

### Article 35. Non-state Supervision over the Compliance with the Labor Legislation, and Collective Agreements

Non-state supervision over compliance by employers with the labor legislation, other normative/regulatory legal acts containing norms of labor law and collective agreements shall be exercised by representatives of employees, and non-state supervision over compliance by employees with the labor legislation, other normative/regulatory legal acts containing norms of labor law and collective agreements shall be exercised by employers (representatives of employers).
***(Article 35 amend. on 24.06.10 under HO-117-N)***

## CHAPTER 6.

## EXERCISE AND PROTECTION OF LABOR RIGHTS

### Article 36. Grounds for Accrual of Labor Rights and Responsibilities

Labor rights and responsibilities may accrue, change or cease:

1) based on the grounds provided for by this Code, other laws, other normative/regulatory legal acts containing norms of labor right, employment contracts and collective agreements, as well as the actions of citizens and employers, which although are not stipulated by laws or other legal acts, however, according to the principles of the labor legislation accrue labor rights and responsibilities;
2) by acts of state and local self-governing bodies, which are stipulated by law as grounds for accrual of labor rights and responsibilities;
3) by judicial act stipulating labor rights and responsibilities;
4) as a consequence of causing damage;

5) as a consequence of such events to which laws or other legal acts attributes accrual of labor-related legal consequences.

**Article 37. Exercise of Labor Rights and Fulfillment of Obligations**

1. While exercising their rights and fulfilling their obligations employers, employees and their representatives are bound to comply with the law, act in good faith (bona fide) and reasonable manner. Abuse of labor rights is prohibited.
2. While exercising labor rights and fulfilling obligations other person's rights and interests protected by law shall not be violated.
3. ***(Part ceased to be in force on 24.06.10 under HO-117-N***).

***(Article 37 amend. on 24.06.10 under HO-117-N)***

**Article 38. Protection of Labor Rights**

1. Protection of labor rights, in accordance with the jurisdiction over the cases set forth in the Civil Procedure Code of the Republic of Armenia, shall be exercised by the court.
2. Labor rights shall be protected by the representatives of employees.
3. The protection of labor rights shall be provided as follows:

1) by recognizing the right;
2) by reinstating the situation existed before the violation of the right;
3) by preventing and eliminating the actions, which violate the right or create a threat for its violation;
4) by recognizing the legal act of state or local self-governing body or employer as invalid;
5) by non-application by the court of the act of state or local self-governing body, i.e. the employer, that contradicts the law;
6) by self-protection of the right;
7) by enforcing to discharge the obligations in-kind;
8) by repair the damage;
9) by exacting fines (penalties);
10) by terminating or modifying legal relationship;
11) in other ways prescribed by law.

***(Article 38 edited, suppl. on 24.06.10 underHO-117-N)***

## SECTION 2.

## COLLECTIVE LABOR RELATIONS

## CHAPTER 7.

## SOCIAL PARTNERSHIP IN THE SPHERE OF LABOR

**Article 39.The Concept and Principles of Social Partnership**

1. Social partnership is a system of relationships between the employees (their representatives), employers (their representatives), and in cases prescribed by this Code, the Government of the Republic of Armenia, which is called upon to ensure the consolidation of the interests of employees and employers in collective labor relations.
2. The main principles of social partnership are:

1) legal equality of the parties;
2) freedom of collective bargaining;
3) consideration of the interests of the parties and displaying respectful attitude;
4) compliance by parties and their representatives with the requirements of the labor legislation and other normative/regulatory legal acts;
5) authorization of the representatives of the parties;
6) freedom of choice of work-related issues offered for discussion;
7) voluntariness of the parties to assume obligations;
8) feasibility of the obligations assumed;
9) obligatoriness to perform collective agreements;
10) control and supervision over the implementation of collective agreements;
11) responsibility for non-implementation of collective agreement due to the fault of the parties or their representatives.

**Article 40. Parties of Social Partnership**

Employees and employers are the parties of social partnership represented by their representatives. In case of tripartite social partnership, the representatives of the Government of the Republic of Armenia shall partake therein on equal basis, together with the representatives of employees and employers.

**Article 41. System of Social Partnership**

The system of social partnership involves the following levels:

1) republican (national) level, which stipulates the basics for the regulation of labor relations in the Republic of Armenia. Parties to such partnership are the Government of the Republic of Armenia, Confederation/Republican Union of Trade Unions, the Republican Union of Employers;
2) sectoral level, which establishes the basics for the regulation of labor relations in respective sector (sectors) of economy (production, service industry, profession). The parties of such partnership are the respective sectoral republican union of trade union organizations and the respective sectoral union of employers;
3) territorial level, which establishes the basics for the regulation of labor relations in a specific territory. The parties of such partnership are the respective territorial union of trade union organizations and the respective territorial union of employers;

4) organization level, which establishes certain mutual labor obligations between the employer and employees. The parties of such partnership are the employer and the representatives of employees.

***(Article 41amend. on 24.06.10 under HO-117-N)***

**Article 42. Types of Social Partnership**

Social partnership, as a rule, is carried out as follows:

1) through conducting collective bargaining – related to drafting and conclusion of collective agreement;
2) through holding mutual consultations and exchanging information.

**Article 43. Receipt of Information**

1. Employees are entitled to receive any information on labor relations not prohibited by law.
2. Employer provides the representatives and organizations of employees with information on labor relations. The extent of the information submitted is conditioned by the level of social partnership.
3. The information includes:

1) information on current and future activities of the employer;
2) information on possible changes in employment;
3) information on the measures to be undertaken in case of possible reduction in the number of employees;
4) other information on labor relations, unless such information is regarded as state, official and commercial secret.

4. The procedure and conditions for the provision of information is defined upon agreement of the parties.

**Article 44. Peculiarities of the Application of the Norms of Section 2 of this Code**

1. The norms of Section 2 of this Code are applicable for state and local self-governing bodies as established by law, as well as for employees of the Central Bank of the Republic of Armenia in the manner prescribed by this Code.
2. The norms set forth in Section 2 of this Code are not applicable to labor relations of special officers and persons holding political, discretionary and civil positions.

***(Article 44 edited on24.06.10 under HO-117-N)***

**CHAPTER 8.**

## GENERAL PROVISIONS ON COLLECTIVE AGREEMENTS

### Article 45. Collective Agreements

1. Collective agreement is an agreement voluntarily concluded in writing between employer (representative of employer) and representatives of employees or association of employers and trade unions, and in cases prescribed by this Code, also between the Government of the Republic of Armenia, which regulates labor relations between employees and employers. Collective agreements are bilateral, except for collective agreements concluded with participation of the Government of the Republic of Armenia, which is tripartite.
2. Parties to collective labor relations and their representatives reconcile their interests and settle disputes through collective bargaining. A party willing to participate in collective bargaining shall be obliged to notify the other party thereon in writing. The objective of collective bargaining, as well as recommendations and requirements shall be mentioned in notification.
3. Parties to collective bargaining agree on the starting date and procedure of collective bargaining.
4. Collective bargaining must be conducted within reasonable bounds and without procrastination.
5. Parties to the collective bargaining or their representatives shall have the right to make inquiry to one another on the issues relating to the collective bargaining. The responses to the inquiry should be provided no later than within fifteen days following the day of the inquiry. This period may be changed by additional agreement of parties or their representatives.
6. The party providing information shall have the right to require from the other party not to divulge the information received.
7. Unless otherwise decided by the parties, collective bargaining shall be deemed completed upon conclusion of the collective agreement or drawing up a protocol of disagreement or upon serving by one of the parties to the other party of a notification in writing on its withdrawal from the collective bargaining.
8. collective bargaining shall be deemed to have failed, if the party notified in accordance with part 2 of this Article, refuses to participate in the collective bargaining.

***(Article 45 amend. on 24.06.10 under HO-117-N)***

### Article 46. Levels of Collective Agreements

Collective agreements may be of the following levels:

1) collective agreements concluded at republican (national) level;
2) collective agreements concluded at sectoral or local level;
3) collective agreements concluded at the level of organization or its detached (structural) subdivision.

## CHAPTER 9.

## NATIONAL, SECTORAL AND TERRITORIAL COLLECTIVE AGREEMENTS

### Article 47. Scope of Application of National, Sectoral and Territorial Collective Agreements

Provisions of national, sectoral and territorial collective agreements are applicable to the employees of the organizations, the employers whereof, during the validity period of the agreement, were members of the association of employers, which have concluded the agreement.

### Article 48. Parties to National, Sectoral and Territorial Collective Agreements

1. The Confederation of Trade Unions of Armenia, the Republican Unionof Employers and the Government of the Republic of Armenia are the parties to national collective agreement.
2. The Union of employers of respective sector of economy (production, service industry, profession) and the sectoral republican union of trade union organizations are the parties to sectoral collective agreement.

If the Republic of Armenia or community is the employer, the sectoral republican union of trade union organizations and the respective state governance body or the community leader shall be the parties to the sectoral collective agreement.

3. Territorial association of employers engaged in activity in certain territory and territorial units of trade union organizations shall be the parties to territorial collective agreement.

### Article 49. Content of Republican (National), Sectoral and Territorial Collective Agreements

1. The content and structure of republican (national), sectoral and territorial collective agreements shall be determined by the parties to the agreement.
2. Republican (national) collective agreement may define:

1) additional measures ensuring work safety and hygiene;
2) additional guarantees for employment;
3) additional social and labor guarantees deemed necessary by the parties;
4) procedure for receiving/obtaining information on implementation of collective agreement and exercising control over it.

3. Sectoral and territorial collective agreements may define:

1) conditions of remuneration for work, regulation mechanisms for work remuneration with account of inflation and price rise;
2) conditions of the work;
3) working and rest time (including provision for leaves and their duration);
4) procedure and conditions for reduction in the number of employees, guarantees in case of reductions;
5) conditions for safety and hygiene of work;

6) conditions for ecological safety of production and protection of health of employees;
7) conditions for acquiring profession, qualification and re-qualification training for employees;
8) guarantees and compensations, which the parties may deem necessary;
9) procedure for receiving/obtaining information on implementation of collective agreement and exercising control and supervision over the execution thereof;
10) liability for non-performance of the collective agreement;
11) procedure and timeframes for raising claims by employees and employers in case of collective labor disputes;
12) social partnership arrangements aimed at avoiding collective disputes, strikes;
13) other issues upon agreement of the parties.

**Article 50**. **Procedure for Concluding Republican (National), Sectoral or Territorial Collective Agreements**

1. Conclusion of republican (national), sectoral and territorial collective agreements shall be initiated by the parties indicated Article 48 of this Code.
2. The procedure and time limits for drafting republican (national), sectoral and collective agreements, as well as other related issues shall be determined by the parties to the agreement.

**Article 51. Registration of Republican (National), Sectoral or Territorial Collective Agreements**

1. Registration of republican (national), sectoral and territorial collective agreements shall be conducted by respective state authorized body upon submission of respective application and collective agreement. The republican (national), sectoral and territorial collective agreements shall, within ten days following the signing thereof, be submitted for registration by the association of employers regarded as apart thereto. Rejection, with any justification, of the registration of a collective agreement signed by the parties and submitted for registration is prohibited.
2. If the union of employers fails to submit the agreement for registration within the period set forth in part 1 of this Article, the republican (national), sectoral and territorial collective agreement may be submitted for registration by the trade union regarded as a party to the agreement. The trade union shall submit the republican (national), sectoral and territorial collective agreement for registration within five days following the expiry of the time limit set forth in part 1 of this Article.

**Article 52. Validity and Termination of Republican (National), Sectoral and Territorial Collective Agreement**

1. Republican (national), sectoral and territorial collective agreements shall enter into force from the date of their conclusion, unless otherwise provided by the collective agreement.

2. The validity of republican (national), sectoral and territorial collective agreements is determined by the parties thereto, but for no longer than for three years. The parties shall have the right to extend the validity of the agreement, but for no longer than for three years.
3. During the last two months of the validity period of the republican (national), branch and territorial collective agreements the parties thereto may initiate collective bargaining with regard to conclusion of a new collective agreement or extension of the validity period of the collective agreement currently in force.
4. Republican (national), sectoral and territorial collective agreements are valid till the end of the term mentioned therein and may be prematurely terminated in cases and following the procedure prescribed by the collective agreement.

### Article 53. Control and Supervision over Implementation of Republican (National), Sectoral and Territorial Collective Agreements

Control over implementation of republican (national), sectoral and territorial collective agreements is exercised by the parties or their representatives authorized to that end. The control and supervision over the implementation of republican (national), sectoral and territorial collective agreements may be exercised by state authorized body, if the parties of the collective agreement are unable to exercise control on their own and have applied to the state authorized body with respective request thereon.

### Article 54. Settlement of Disputes Related to the Implementation of the Provisions of Republican (National), Sectoral and Territorial Collective Agreements

Disputes arising with regard to conclusion of republican (national), sectoral and territorial collective agreements and implementation of the provisions thereof shall be settled in the manner established by Chapter 11 of this Code.

## CHAPTER 10.

## COLLECTIVE AGREEMENT OF AN ORGANIZATION

### Article 55. Collective Agreement of an Organization and the Scope of its Activity

1. Collective agreement of an organization is a written agreement on the conditions set forth in part 3 of Article 49 of this Code concluded between employer and representatives of employees of the given organization.
2. Collective agreement concluded in an organization is applicable to all employees of that organization. Collective agreements may be concluded in detached and structural subdivisions

of the organization in cases and in the manner prescribed by the collective agreement of the organization.

***(Article 55 amend.on 24.06.10 under HO-117-N)***

**Article 56. Parties to a Collective Agreement of the Organization**

1. The parties to a collective agreement of the organization are: the workers' collective of the organization, represented by representative of employees acting in the organization and the employer, represented by the head of the organization or his/her authorized person.
2. In case of more than one representative in the organization, the collective agreement of the organization is concluded between the unified representative body of employees and the employer.
3. The unified representative body of employees is formed by representatives of employees through appropriate negotiations. If the unified representative body is not established due to the lack of consent of the representatives of employees, the decision on the establishment of the unified representative body is made by the staff meeting (assembly).
4. In case the functions related to protection of representations and interests of employees are transferred to the corresponding territorial or sectoral trade union because of the absence of representatives of employees within the organization, the employer and the corresponding territorial or sectoral trade union are considered to be the parties to the collective agreement.

***(Article 56 edited on 24.06.10 under HO-117-N)***

**Article 57. Content of Collective Agreement of the Organization**

1. The parties to a collective agreement of the organization stipulate conditions not regulated by the labor legislation, other normative/regulatory legal acts or republican (national), sectoral and territorial collective agreements that do not contradict them and compared with the conditions provide for thereby do not worsen the conditions of employees.
2. The collective agreement of the organization contains mutual obligations of the employees and employers with regard to issues or a part of them set forth in part 3 of Article 49 of this Code.

**Article 58. Development and Discussion of the Draft of a Collective Agreement of Organization**

1. In conformity with parts 2 and 3 of Article 45 of this Code, the parties having obtained the agreement to start negotiations on the conclusion of a collective agreement establish a commission on the basis of the principle of equal membership to elaborate the collective agreement of the organization. The composition of the commission is fixed by protocol. The date of signing the protocol is deemed to be the date of commencement of collective bargaining.
2. Upon commencement of the collective bargaining, the parties agree on the content of information to be provided thereby, the time limit for the provision thereof, the procedure and time limit for drafting the collective agreement of the organization, which shall be fixed by protocol.

3. In case of reaching no understanding on the conditions set forth in part 2 of this Article, a protocol of disagreement is drawn up. The protocol shall specify the recommendations of the parties for eliminating the disagreements, as well as it shall set forth the time limit for resumption of the negotiations.
4. The draft collective agreement of the organization elaborated as a result of collective bargaining is submitted to the employees' staff meeting (assembly) for consideration. If the employees' staff meeting (assembly) does not approve the submitted draft collective agreement of the organization, the employees' staff meeting may decide to resume the collective negotiations/collective bargaining or to initiate collective labor disputes. Collective labor disputes may as well be started in case of failure to eliminate disagreements set forth in part 3 of this Article. If the staff meeting (assembly) of the employees approves the draft collective agreement of the organization, the agreement shall be signed by the representatives of the employer and employees.

If the number of employees (delegates) participating in the staff meeting (assembly)convened for the discussion of the draft collective agreement is less than the number of the participants envisaged by part 2 of Article 19 of this Code, a new staff meeting (assembly) of employees shall be convened no later than within five days following the staff meeting (assembly).

**Article 59. Entry into Force and Validity Period of the Collective Agreement of the Organization**

1. Collective agreement of the organization becomes effective from the moment of its signing, unless otherwise provided by the agreement.
2. The validity of collective agreement of the organization is determined by the parties, but no longer than for three years. The parties shall have the right to extend the validity period of the agreement for a period of no longer than three years.
3. During the last two months of the validity of the collective agreement of the organization the parties may start collective bargaining over conclusion of a new collective agreement or extension of the validity period of the existing collective agreement following the established procedure.
4. The collective agreement of the organization remains valid in cases when the organization changes the name, founder (participant, shareholder, sharer, etc.) (except for the case prescribed by part 2 of Article 61 of this Code) or replacement of his/her head (representative of the employer having signed the agreement).
5. ***(Part ceased to be in force on 24.06.10 under HO-117-N)***.

***(Article 59 suppl. amend. on 24.06.10 under HO-117-N)***

**Article 60. Amendments and Supplements to the Collective Agreement of the Organization**

The procedure for amending and supplementing a collective agreement of an organization is established in the collective agreement of the organization. If the collective agreement of the organization does not stipulate such procedure, amendments and supplements to the collective

agreement shall be made pursuant to the procedure prescribed by this Code for the conclusion of agreements.

In case of incidence of collective labor disputes for making amendments and supplements to the collective agreement of the organization, it shall be discussed by the Conciliation Commission (including with participation of a mediator). In case of failure to settle the collective labor disputes (including failure to conduct collective bargaining, refusal to discuss the issue with the Conciliation Commission), the collective agreement of the organization shall remain in effect for the remainder of the period.
***(Article 60 amend. on 20.05.09 under HO-130-N)***

**Article 61. Termination of a Collective Agreement of the Organization**

1. Collective agreement of the organization may be terminated by either party in the manner and cases set forth therein, upon notifying the other party thereon no later than three months in advance. The collective agreement of the organization may not be terminated before the first six months of its validity, except for the cases prescribed by parts 2 and 3 of this Article.
2. In case of privatization (denationalization) of the organization, the collective agreement of the organization is considered to be unilaterally terminated by the former employer irrespective of its validity period.
3. The collective agreement of the organization shall be deemed terminated from the moment the court judgment on the bankruptcy of the debtor organization enters into legal force.

**Article 62. Control and Supervision over Implementation of the Collective Agreement of the Organization**

1. Control over implementation of the collective agreement of the organization shall be exercised by the parties or their representatives authorized for that purpose. Control and supervision over the collective agreement of the organization may be exercised by respective state authorized body, if the party to the collective agreement is unable to exercise control and supervision on its own and has applied to the state authorized body with respective request.
2. Representatives of the parties report on the fulfillment of the obligations set forth in the collective agreement of the organization to the staff meeting (assembly) of the employees. The procedure and terms of reporting shall be established by the collective agreement of the organization.

**Article 63. Procedure for Settlement of Disputes Related to the Conclusion of Collective Agreement of the Organization and its Provisions**

Disputes arising in connection with the conclusion of the collective agreement of the organization and performance of its provisions are settled in the manner prescribed by Chapter 11 of this Code.

## CHAPTER 11.

## SETTLEMENT OF COLLECTIVE LABOR DISPUTES

### Article 64. Collective Labor Dispute

Collective labor dispute is disagreement between the trade union and the employer or the between the parties having the right to conclude collective agreement on the claims filed and not satisfied that arise during the negotiations for the conclusion of collective agreement, as well as during the change of conditions prescribed by the legislation, other normative/regulatory legal acts or collective agreements or establishment of new working conditions, conclusion and performance of collective agreement.

### Article 65. Lodging Claims

1. Parties to social partnership shall have the right to lodge claims on the collective labor disputes to the employer or party to a collective agreement.
2. The claims must be submitted in writing, be clearly worded and duly substantiated. The claims in writing shall be handed in to the employer or corresponding party to social partnership.

### Article 66. Consideration of Claims

The employer or the respective party that have received the claims shall be obliged to consider the received claims and within seven days upon receipt thereof take a decision in writing and communicate it to the claimant. If the adopted decision is unsatisfactory for the claimants, the parties may review the dispute following the procedures set forth in this Chapter.

### Article 67. Procedures Applied

1. The procedure for consideration of the collective labor disputes is comprised of the following stages:

1) discussion of a collective labor dispute in the Conciliation Commission (including with participation of a mediator). Discussion of collective labor dispute by the Conciliation Commission is a binding stage in consideration of collective disputes;
2) examination of the collective labor dispute in the court, if the collective labor dispute refers to the implementation process of the collective agreement.

2. Neither party to the collective labor dispute shall have the right to evade the conciliation procedures.

The representatives of the parties, the Conciliation Commission, the mediator shall be obliged to use all the possible endeavors provided for by the legislation to settle the collective labor dispute.

### Article 68. Formation of Conciliation Commissions

1. Conciliation Commissions shall be formed from equal number of representatives from among the parties to the collective labor dispute. The total number of the Conciliation Commission members shall be determined upon agreement of the parties. The Conciliation Commission shall be formed within seven days from the day of submitting the written decision on the claim rejection of the claimant. The composition of the Commission is fixed by protocol.
2. If the parties fail to reach a unanimous agreement on the total number of the Conciliation Commission members, they shall at their discretion delegate their representatives to the Commission. The total number of representatives from either party shall not exceed five.

**Article 69. Consideration of Collective Labor Dispute by the Conciliation Commission**

1. The Conciliation Commission shall consider the collective dispute within seven days upon its formation. The specified time limit may be extended upon agreement of the parties.
2. During consideration of the dispute in the Commission the representatives of the parties may invite specialists (consultants, experts, etc.) to dispute discussions by the Conciliation Commission.
3. The employer is obliged to create conditions necessary for the work of the Conciliation Commission.

**Article 70. Decision of the Conciliation Commission**

1. In case of reaching agreement by the Conciliation Commission on the submitted claims, a written decision shall be taken on considering the collective labor disputes settled and the conciliation process completed. The decision of the Conciliation Commission is binding upon the parties and is due for performance in the manner and terms established by the decision of the Conciliation Commission.
2. If the Conciliation Commission fails to reach an agreement on all or part of the claims, the parties to the collective labor dispute shall draw up a protocol on disagreements and make a decision to continue discussion of the collective labor dispute with the participation of a mediator (if the dispute is related to the conclusion or modification of the collective agreement) or on the non-settlement of the dispute and completion of the conciliation process.
3. The decision of the Conciliation Commission shall be communicated to the employees.

**Article 71. Consideration of a Collective Labor Dispute with the Participation of a Mediator**

1. The collective labor dispute is discussed with the participation of a mediator only in the case if the dispute relates to the conclusion or modification of the collective labor agreement.
2. After a protocol on disagreements is drawn up by the Conciliation Commission and decision is taken in accordance with part 2 of Article 70 of this Code, the parties of collective labor dispute invite a mediator within three working days. Where necessary, the parties of the collective labor dispute can apply to the state authorized body in labor sector with regard to a nominee candidate of the mediator. Agreement on the candidacy of the mediator shall be stated in a protocol which shall specify the size and procedure for the mediator’s remuneration.

If during three working days the parties of the collective labor dispute do not come to an agreement on the candidacy of the mediator, the negotiations are deemed to be over and the collective labor dispute – not settled.

3. The procedure for the consideration of the collective labor dispute with the participation of a mediator is determined upon agreement of the parties, in which the mediator also partakes.
4. The mediator shall have the right to submit requests to the parties of the collective labor dispute and receive from them any required documents and information related to the given dispute. The mediator shall have the right to submit recommendations to the parties of the collective labor dispute.
5. The consideration of the collective labor dispute with participation of the mediator shall be implemented within seven days upon his/her invitation. Where agreement on the claims submitted to the Conciliation Commission is obtained, a written decision shall be made on considering the collective labor dispute settled, and in case of no agreement on the submitted claims or part thereof is obtained – on non-settlement of the dispute and completion of the conciliation process.

**Article 72. Hearing of Collective Labor Dispute at Court**

In case of collective labor dispute over the implementation of the provisions of a collective labor contract, where no agreement is reached in the Conciliation Commission, within ten days upon drawing up a protocol and taking the decision on non-settlement of the dispute and completion of the conciliation process, the parties may apply to the court.

**Article 73. Strike**

1. Strike is a temporary cessation of work, complete or partial, by the employees or a group of employees of one or several organizations for the purpose of settling the collective labor dispute.
2. The trade union, in cases prescribed by this Code and its charter, shall have the right to organize a strike, if:

1) the dispute related to the conclusion of a collective agreement was not settled through conciliation procedures;
2) the employer refrain from carry out a conciliation procedure;
3) the employer fails to implement the decision of the Conciliation Commission adopted pursuant to part 1 of Article 70 of this Code that satisfies the employees or fails to fulfill his/her obligations assumed in accordance with the collective labor agreement concluded in advance.

***(Article 73 edited on20.05.09 under HO-130-N)***

**Article 74. Calling a Strike**

1. The right to make a decision on calling a strike is vested in the trade union in the manner established by this Code and its charter. A strike shall be called in case if a corresponding decision thereon is approved by secret ballot:

1) by two-thirds of the total number of the employees of organization at a time of calling a strike;
2) by two-thirds of the employees of the detached (structural) subdivision of the organization at a time of calling a strike in that subdivision. If calling a strike in a structural subdivision of the organization hinders smooth operation of activities of other subdivisions of the organization, the decision on calling a strike should be approved by two-thirds of the employees of the subdivision, which may not be less than the half of the total number of the employees of the organization.

1.1. In case of absence of a trade union within the organization, the functions on calling a strike shall be transferred upon the decision of the staff meeting (assembly) of the employees of the organization, to the respective sectoral or territorial trade union.

2. The trade union shall be obliged to inform the employer in writing on the intended strike at least seven days before the beginning of the strike. Concurrently with informing the employer, the decision made in the manner prescribed by this Article, shall be delivered to the employer, attaching the claims put forward. When calling a strike, only the claims not met during the conciliation procedure are allowed to be lodged.
3. A warning strike may be held before going on a strike. It may not last longer than two hours. The employer must be given at least a three days' written notice of such warning strike.
4. When a decision is taken to stage a strike in railway and urban public transport, civil aviation, communication, health care, food production, water supply, sewerage and waste disposal enterprises, enterprises with continuous production cycle, as well as other enterprises the cessation of work in which may result in grave or hazardous consequences for public or life and health of individuals, the employer must be warned in writing on staging the strike at least fourteen days in advance.
5. The decision on calling a strike shall specify:

1) the requirements serving as a ground for calling the strike;
2) the year, month, date and hour of starting the strike,
3) the body leading the strike.

***(Article 74 amend. suppl. on 24.06.10 under HO-117-N)***

**Article 75. Restrictions on Strikes**

1. Calling strikes is prohibited in the police, armed forces (other equated services), security services, as well as centralized electricity supply services, heat, gas supply, emergency medical aid services. The claims put forward by the employees of such services are considered at the republican level of social partnership with participation of corresponding trade union and employer.
2. Strikes shall be prohibited in natural disaster areas, as well as in the areas where state of martial law or emergency situation (a state of emergency) has been declared under the

prescribed procedure until liquidation of the consequences of the natural disaster or lifting of the state of martial law or emergency situation (state of emergency) in the prescribed manner.

3. ***(Part ceased to be in force on 20.05.09 under HO-130-N)***

***(Article 75 amend. on 20.05.09 under HO-130-N)***

**Article 76. The Body Leading a Strike**

Trade union or the strike committee formed by the former is the body leading the strike.

The rights and obligations of the strike committee are defined by the trade union forming the strike committee, pursuant to this Code and other laws.

**Article 77. Course of a Strike**

1. During the strike the body leading a strike and the employer shall be obliged to undertake all measures within their power, to ensure the protection of the public order, the safety of the employees' life and the property of the organization.
2. During a strike in the organizations specified in part 4 of Article 74 of this Code, minimum conditions (services) required to meet the immediate (vital) needs of public must be ensured. The minimum conditions (services) shall be established by the respective state or local self-governing bodies. Fulfillment of those conditions shall be ensured by the body leading the strike, the employer and the employees appointed thereby.
3. In case of non-compliance with the conditions mentioned in part 2 of this Article, the state and local self-governing bodies or the employer may involve other services to ensure them.

**Article 78. Challenging the Lawfulness of a Strike**

1. The employer or the party which received the claims, as soon as the strike is staged, may apply to the court with a petition to recognize the strike unlawful. The court shall hear the case and make a judgment thereon within seven days upon accepting the claim.
2. The court shall recognize the strike unlawful if the objectives of the strike contradict the Constitution of the Republic of Armenia, other laws, or if the strike was called in breach of the requirements and procedure established by this Code.
3. The strike may not be commenced after the entry into force of the court decision on recognizing the strike illegal, and the strike already in progress must be immediately discontinued.
4. If there is a direct threat emerging as a result of the failure to ensure the minimum conditions (services) required to meet the immediate (vital) needs of public, which may have or lead to grave or hazardous consequences for public or individual human life and health, the court may postpone the proposed strike for a 30-day period and to suspend the strike already in progress for the same period.

**Article 79. Legal Status and Guarantees of Strikers**

1. Participation in a strike is voluntary. No one may be compelled to participate in a strike or to refuse to take part therein. The persons compelling an employee to participate or reject the participation in the strike shall be subject to liability in the manner prescribed by the legislation of the Republic of Armenia.
2. Employees participating in a strike shall be released from the obligations to perform their work functions. The work place (position) of employees participating in the strike shall be retained during the strike. The employer may choose not to pay salaries to the employees participating in the strike.

During the negotiations held by the parties for breaking off the strike, the parties may reach an agreement to pay the striking employees the full or the part of the amount of their salary.

3. The employees who are not participating in the strike, but due to the strike are no longer able to fulfill their work duties, shall be paid for the involuntary idle time caused through no fault of theirs, or may, at their own discretion, be transferred to another job.

**Article 80. Actions Prohibited to the Employer upon Calling and During the Strike**

1. After taking a decision on calling a strike and during the strike the employer shall have no right to:

1) obstruct all or individual employees to attend their work places;
2) refuse to provide employees with work;
3) impose disciplinary liability121
4) to employees for participation in the strike.

2. During a strike, the employer shall have no right to hire new employees instead of those participating in the strike, except for the case provided for by part 3 of Article 77 of this Code.

**Article 81. Termination of a Strike**

1. A strike shall be stopped if:

1) the submitted claims are met;
2) during the strike the parties reach an agreement stop the strike under certain conditions;
3) the trade union called the strike admits it inappropriate to further continue the strike.

2. After satisfaction of the claims, the trade union called the strike shall take a decision to stop the strike. The written decision to stop the strike shall specify the terms for the resumption of work.

**Article 82. Liability in Case of Illegal Strike**

1. In case of recognizing the strike illegal in the manner prescribed by Article 78 of this Code, the trade union called the strike shall, on account of its property compensate the employer for the damages inflicted to the latter in the manner prescribed by the legislation of the Republic of Armenia.
2. The heads and other officers of the organization, its detached (structural) subdivision who have violated the requirements of Article 80 of this Code, may be subjected to administrative or material liability in the manner established by law.
3. The damage caused to other persons due to the strike shall be compensated in the manner established by the legislation of the Republic of Armenia.

## PART 3.

## INDIVIDUAL LABOR RELATIONS

## CHAPTER 12.

## EMPLOYMENT CONTRACT
***(title edited on 24.06.10 under HO-117-N)***

### Article 83. Concept of an Employment Contract

An employment contract is an agreement between an employee and an employer, according to which the employee undertakes to perform work of a certain profession, qualification by adhering to the labor discipline established at the workplace, and the employer undertakes to provide the employee with the work specified in the contract, to pay the agreed salary for the work performed and to ensure working conditions established by the legislation of the Republic of Armenia, other normative/regulatory legal acts, the collective agreement, and by agreement of the parties.
***(Article 83 amend. on 24.06.10 under HO-117-N)***

### Article 84. Content of the Individual Legal Act on Recruitment
***(Title suppl. on 22.06.15 underHO-96-N)***

1. The following shall be mentioned in the individual legal act on recruitment:

1) the year, month, date and place of the adoption of the individual legal act and conclusion of the employment contract;
2) the name, family name of the employee and at his/her discretion also the patronymic name;
3) the name of the organization or the first name, family name (and also the patronymic name at his/her discretion) of the employer–natural person;
4) the structural subdivision (if available);
5) the year, month, date of commencing the work;
6) the title of the position and (or) job-related functions;
7) the amount of basic salary and (or) the method of its determination;

8) the supplements, supplementary payments, subsidies, etc., paid to the employees in the prescribed manner;
9) the term of validity of the employment contract (if so required);
10) the duration of the probation period upon agreement of the parties;
11) working time pattern: normal duration of working time or part-time work or shorter working hours or record of cumulative hours worked;
12) the type of annual leave (minimum, additional, extended) and is duration;
13) the position, name and family name of the person signing the legal act;

2. (Part ceased to be in force 22.06.15 HO-96-N)
3. Upon consent of the parties, the individual legal act on hiring for employment and in written employment contract may also contain other conditions.

***(Article 84 edited on 24.06.10 under HO-117-N, suppl.on 01.12.14 under HO-209-N, suppl.,edited,amend. on 22.06.15 under HO-96-N)***

**Article 84.1. Employment Contract and the Law**

1. The employment contract shall be in compliance with the mandatory rules (imperative norms) binding upon the parties as established by law, other normative/regulatory legal acts in force at the moment of signing the contract.
2. If a law or other normative/regulatory legal act was adopted after the signing of the employment contract that defines rules binding upon the parties other than the rules in force at the moment of signing the contract, the conditions of the signed contract shall retain their force, except for the cases when, by law or other normative/regulatory legal act, it is stipulated that it applies to the relations arising from the previously concluded contracts. Where more favorable conditions are established by the legislation, the employment contract shall be brought in line with the requirements of the legislation.

***(Article 84.1 suppl.on 24.06.10 under HO-117-N)***

**Article 85. The Procedure for the Conclusion of Employment Contract**

1. The written employment contract shall be made in two copies through drawing up one document signed by the parties, and in case of concluding an employment contract with employees under the age of fourteen, by one of the parents or adoptive parent or guardian, one copy of which the employer shall give to the employee, and in case of labor relations arising with participation of a person under the age of fourteen, to one of the parents or adoptive parent or guardian.

The employment contract may also be concluded by electronic signature of the parties. One copy of the employment contract concluded by electronic signature shall be sent electronically to the employee, and in case of labor relations arising with participation of a person under the age of fourteen, to one of the parents or adoptive parent or guardian.

2. Upon entry into employment, the employer or the employer's authorized person shall be obliged to properly familiarize the hired employee, against acknowledgement, with the conditions of employment, collective agreement(if available), internal disciplinary rules and other legal acts of the employer regulating the employee's work at the workplace.
3. The employee shall be obliged to start the work on the day mentioned in the employment contract. No-show at work on the day mentioned in the employment contract without good reason (valid excuse) shall serve a ground for cancellation of the employment contract.

***(Article 85 edited on 24.06.10 under HO-117-N, on 22.06.15 under HO-96-N)***

**Article 86. Preconditions for Conclusion of Employment Contract**

1. The employer shall have the right to independently, directly (without competitive or other procedures) fill in the vacant or newly established positions directly by concluding employment contracts envisaged by this Code. The employer looking for an employee may also fill in the vacant or newly established positions through competition organized by the employer, or take use of the services of relevant specialized organizations. The procedure for organizing and holding a competition for filling vacant positions, as well as for concluding an employment contract with persons having won in the competition, shall be established by the employer.
2. The procedure and conditions for filling in the vacant positions of the servants of civil, other state (special) services and local self-governing bodies prescribed by law shall be established by the Law of the Republic of Armenia "On Civil Service", other laws and legal acts.

**Article 87. Elective Position**

The positions to which appointments are made through elections are considered elective positions. These positions, as well as the procedure and conditions for holding elections shall be established by the Constitution of the Republic of Armenia, law or the charter of the organization.

**Article 88. Qualification Examinations**

Qualifying examinations may be required to be taken for the performance of works or appointment to a position that requires special professional knowledge. The qualification requirements and the procedure for conducting qualification examinations shall be established by the employer in accordance with the requirements of laws and other legal acts.

**Article 89. Documents Required upon Recruitment**

1. To conclude an employment contract the employer shall be obliged to ask for the following documents:

1) identity document;

2) social security card or a statement letter on not having a social security card or a public services number or a statement letter on not having a public services number;
3) certificate on education or required qualification, if the work is related to a certain type of education or professional competence in conformity with the labor legislation;
4) health certificate (health book), if the employment contract is concluded for the jobs that require initial and regular medical examination, as well as when concluding employment contracts with citizens under the age of eighteen. The list of such jobs and the format of the certificate (health book) are established by the Government of the Republic of Armenia;
5) written consent of one of the parents, adoptive parent or guardian if a minor citizen at the age of fourteen to sixteen is employed;
6) other documents established by law and other normative/regulatory legal acts.

***(Paragraph ceased to be in force on 24.06.10 under HO-117-N)***

1.1. The documents envisaged by para. 1 and 3 of part 1 of this Article shall be copied and then returned, whereas the documents envisaged by para. 4 and 5 shall be retained by the employer.
1.2. The employee, if so required, upon agreement of the employer and the employee may submit a statement letter on his/her previous employment containing data available in the database of the individual (personalized) record keeping system.

2. When hiring for employment, it is prohibited to require documents that are not envisaged by law or other normative/regulatory legal acts.
3. The employee may, on his/her own initiative, submit to the employer a testimonial, a reference letter and other documents describing him/her from the previous workplaces, as well as data or documents on his/her professional competence, qualification and the use thereof.

***(Article 89 suppl. on 22.02.07 under HO-103-N, amend. on 24.06.10 under HO-117-N, amend., suppl. on 22.06.15 under HO-96-N)***

**Article 90. Employment Record Book**

1. The employment record book is the main document containing information on the labor activity of the employee.
2. The employer is obliged to keep employment record books for all employees working at primary place of employment.
3. The following records are made into the employment record:

1) the first name and family name of the employee (patronymic name at his/her discretion);
2) the year, month and day of birth of the employee;
3) the employment period according to the employment contract;
4) the time period of receiving unemployment benefit (shall be filled in by the authorized body);
5) the time period of being included in the personnel reserve of those state services, which, in conformity with normative/regulatory legal acts, shall be accounted in the length of service (shall be filled in by the authorized body);

6) the time period of study at secondary vocational education and training and higher educational institutions/establishments (shall be filled in by the employer that recruited the person upon graduation from the educational institution);
7) the time period of compulsory active military service (shall be filled in by the employer that hired the person upon demobilization);
8) the ground for recording: the number, the day, month and year of enactment of the legal act.

The time period for performing the works, which according to the legislation entitle the employee to privileged pension, shall also be fixed.

4. The following information shall be filled in the employment record book upon the request of the employee:

1) the ground for the cancellation/termination of the employment contract;
2) the information on the position held or the work performed;
3) the time period of part-time work if the employee submits a document certifying the part-time work to the employer at the primary place of employment.

5. No other data/information, except for those defined by parts 3 and 4 of this Article, are recorded in the employment record book.
6. The format of the employment record book, the procedure for keeping it, as well as the order for the provision of a copy of the employment record book shall be defined by the Government of the Republic of Armenia.

***(Article 90suppl. on 24.06.10 under HO-117-N)***
***(Article will cease to be in force on 01.01.2017 under Article 9 of law HO-96-N as of 22.06.15)***

**Article 91. Probation Period upon Concluding an Employment Contract**

1. A probation period may be defined upon concluding an employment contract with the consent of the parties. It may be set at the discretion of the employer to check the job (position) relevance of the employee for the offered job (position), or at the discretion of the person being recruited to define his/her relevance for the offered job (position). The conditions of the probation period shall be set forth in the employment contract.
2. During the probation period the employee shall enjoy all the rights and bear all the responsibilities prescribed by this Code, other laws and normative/regulatory legal acts, collective agreements and employment contracts.
3. The probation period may not be envisaged in case of recruitment of persons:

1) under the age of eighteen;
2) holding an elective position, as well as those having passed qualification examinations to be appointed to a position or having studied at the employer's premises or elsewhere on the employer's initiative;
3) transferred to another job upon mutual agreement of employers;

4) in other cases prescribed by the legislation.

***(Article 91 amend. on 24.06.10 under HO-117-N)***

**Article 92. Term of Probation Period**

1. The term of a probation period shall not be longer than three months, except for the cases envisaged by part 2 of this Article.
2. In the cases envisaged by the legislation of the Republic of Armenia, a probation period may be set up to six months.
3. A probation period shall not include the following time periods when the employee is absent from work:

1) the time period envisaged by the collective agreement or the employment contract;
2) the time period of leave (including unpaid) upon the agreement of the parties;
3) the time period of the temporary disability/incapacity of the employee to work;
4) the time period of fulfilling the obligations vested with the employee by state or local self-governing bodies;
5) the time period of legal strike, if the employee partakes in the strike in the manner established by law.

**Article 93. Results of the Probation Period**

1. If the employer finds that the employee, based on the current results of the probation period set to evaluate the relevance of the employee for the intended job (position), does not meet the requirements put forward, the employer may dismiss the employee before the expiry of the probation period by notifying the employee in writing thereon three days in advance.
2. If the probation period is set at the discretion of the person being hired for employment to evaluate his/her relevance for the offered job (position), the results of the probation period shall be evaluated by the employee. The employee shall have the right to terminate the employment contract during the probation period by notifying the employer in writing thereon three days in advance.
3. If the employee continues to work upon expiry of the probation period, he/she is deemed to have passed the probation period, the employment contract continues to be in force, and the employer can terminate his/her employment contract only on the grounds established in Chapter 15 of this Code.

## CHAPTER 13.

## TYPES OF EMPLOYMENT CONTRACT

**Article 94. Types of Employment Contract**

Employment contract is concluded for:

1) an indefinite term, if its term of validity is not specified in the employment contract
2) a definite term, if its term of validity is specified in the employment contract.

The employment contract shall be concluded for indefinite term, except for the cases envisaged by Article 95 of this Code.
***(Article 94 suppl. on 22.06.15 under HO-96-N)***

**Article 95. Employment Contract Concluded with a Definite Term**

1. An employment contract for a definite term is concluded in the case when labor relations cannot be defined for an indefinite period with account of the nature of the work to be performed or the conditions for its performance, unless otherwise provided by this Code or by laws.
2. An employment contract for a definite term may be concluded for a defined period or by setting a calendar period or by defining the completion of works as envisaged by the employment contract.
3. Employment contracts for a definite term shall also be concluded with:

1) employees hired to elective positions for a selected period of time;
2) those performing part-time work.
3) those performing seasonal works;
4) those performing temporary/occasional works(for a time period of up to two months).
5) an employee substituting temporarily absent employee;
6) foreigners having a work or residence permit valid for the entire term of employment;
7) persons eligible for old age pension and turned sixty-three of age or non-eligible for old age pension and turned sixty-five of age, based on the evaluation of professional competencies of the person for the position or job offered by the employer.

***(Article 95 edited on 24.06.10 under HO-117-N, suppl. on 22.06.15 under HO-96-N)***

**Article 96. Setting the Validity Term of an Employment Contract**

The validity term of an employment contract may be set till a certain calendar year, month, and date or till the occurrence, change or end of a particular event.

**Article 97. Employment Contract on Rendering Services of Personal Character**
***(Article ceased to be in force on 24.06.10 under HO-117-N)***

**Article 98. Employment Contract with Homeworkers**

Homeworkers are deemed to be the persons, who, based on the employment contract, perform works at home with the materials, tools and equipment provided by the employer or owned by them or acquired at their own expense.

In case if the work is performed by the homeworker with his/her own tools and equipment, the employer shall reimburse for the wear on the tools and equipment in cases and manner established by the employment contract.

The procedure and terms for the provision of the homeworker with raw material, materials and semi-finished products, the order for the payment for the materials owned by the homeworker, transportation of the finished product, as well as the order and terms for the payment of the salary shall be established by the employment contract.

The labor relations of homeworkers shall be regulated by this Code.

**Article 99. Concurrent employment**

1. Concurrent employment is the work performed by the employee beyond the main working hours for the same or other employer on the basis of an employment contract.
2. The employment contract shall specify that the work is performed concurrently.
3. The annual paid leave of employees working concurrently for different employers shall be provided together with the annual leave being granted at the main workplace.
4. Upon termination of the employment contract of the concurrently workingemployee, no severance pay is paid to concurrently workingemployee.

***(Article 99 amend. on 27.02.06 under HO-39-N, on 22.06.15 under HO-96-N)***

**Article 100. Seasonal Employment Contract**

1. A seasonal employment contract shall be concluded for performance of seasonal work. Seasonal work is deemed to be the work, which due to natural and climatic conditions is performed not all year round, but in certain period (season) not exceeding eight months, and is set forth in the list of seasonal works.
2. The list of seasonal works is defined by the Government of the Republic of Armenia.
3. ***(Part ceased to be in force on 24.06.10 under HO -117-N)***
4. The employee or the employer shall have the right to terminate the seasonal employment contract before the expiry of the validity term thereof by notifying each other in writing thereon at least three days in advance.

***(Article 100 amend. on 24.06.10 under HO-117-N)***

**Article 101. Temporary Employment Contract**

1. A temporary employment contract is an employment contract concluded for the term of up to two months.
2. Employees having entered into a temporary employment contract may be required, within this period, to work on days off (weekends) and at non-working days - on holidays or commemoration/memorial days. The work performed on days off and non-working days - on holidays or commemoration/memorial days is remunerated in at least double amount of hourly (daily) pay rate or task rate.

3. ***(Part ceased to be in force on 24.06.10 under HO -117-N)***.
4. The employee or the employer shall have the right to terminate the temporary employment contract before the expiry of the validity term thereof by notifying each other in writing thereon at least three days in advance. Upon termination of the temporary employment contract, no severance pay is paid to the employee.

***(Article 101 amend. on 24.06.10 under HO -117-N)***

**Article 102. Illegal Employment**

1. The work performed without an employment contract or individual legal act on hiring for employment concluded in writing in the manner prescribed by the labor legislation shall be deemed illegal.

2. Voluntary work and the work performed with the purpose of providing assistance may not be considered as illegal. The procedure and conditions of such work shall be prescribed by law.

3. The employers or their representatives who have given permission and (or) induced to perform such illegal work shall bear responsibility in the manner prescribed by the legislation of the Republic of Armenia, as well as compensate the employees performing such work against the damages caused during the performance of that work not through the fault of the employee. If it is established through judicial procedure that there are (there were) factual labor relations between the employee and the employer, the labor relations shall be deemed as having arisen on the day the employee factually started work. To prove the fact of labor relations the employee shall have the right to apply to court within the time period of the factual labor relations, as well as within one year after the termination of the factual labor relations. The proof of the fact of factual labor relations between the employee and the employer by a legitimate court judgment shall not relieve the employer from the liability prescribed by law.

***(Article 102 edited on 24.06.10 under HO-117-N, suppl. on 12.03.14 under HO-5-N, edited on 22.06.15 under HO-96-N)***

## CHAPTER 14.

## PERFORMANCE OF EMPLOYMENT CONTRACT

**Article 103. Fulfillment of Obligations and Exercise of Rights**

1. The employer shall fulfill his/her obligations personally or through his/her representative.
2. The employee shall fulfill his/her obligations personally. The employee may assign/entrust the performance of the works prescribed by the employment contract to another person, who is in labor relations with the employer only with the permission of the employer.

The parties exercise their rights personally or through their representatives.
***(Article 103 amend. on 24.06.10 under HO-117-N)***

**Article 104. Performance of Work not Envisaged by Employment Contract**

The employer shall have the right to require an employee to perform works not envisaged by the employment contract only in cases prescribed by this Code and by law.

**Article 105. Changing Essential Conditions of Work**

1. Essential conditions of work are permitted to be changed in case of changing the volumes of production and (or) economic and (or) technological and (or) work organization conditions.
2. The place of work, the amount of remuneration and (or) the way of setting thereof, the privileges, the working time pattern (for work and rest), the grades and job titles, the type of employment contract are the essential conditions of work, in case of change of which and (or) in case of change of the employer, the employer shall notify the employee thereon within the time frame set forth in Article 115 of this Code, except for the following cases:

1) in case of increase in wage base and (or) supplements, supplementary payments, when other conditions are maintained;
2) in case of shortening daily and (or) weekly working time, when other conditions are maintained;

3. The employer may change the amount of remuneration and (or) the way of setting thereof without the written consent of the employee only in case of change in the conditions of remuneration of work by law or collective agreement, of which the employer shall notify the employee in writing no later than one month before the effect of the new conditions.
4. The employee may not be transferred to a job, the conditions of which are contraindicative for him/her in terms of the state of health upon the finding of the medical-social expert commission.
5. If the previous essential conditions of work cannot be maintained and the employee disagrees to continue the work under the new conditions, the employment contract shall be terminated in accordance with para. 9, part 1 of Article 109 of this Code.

***(Article 105 edited on 24.06.10 under HO-117-N, edited, amend., suppl. on 22.06.15 under HO-96-N)***

**Article 106. Temporary Change in Conditions of Work in Special Cases**

1. The employer shall have the right to transfer the employee for a period of up to one month to another job within the same work place not specified in the employment contract and (or) to change for the same term the conditions laid down in para. 4 and 6 of part 1 of Article 84 of this Code, aimed at preventing natural disasters, technological emergencies, epidemics,

accidents/casualties, fires and other emergency circumstances whatsoever or expeditiously eliminating/remediating the consequences thereof.

2. It shall be prohibited to transfer an employee to a job, which is contraindicative to his/her health status.
3. In the cases specified in part 1 of this Article, the remuneration for work is made commensurate with the work performed. If, upon the transfer of the employee to another job, his/her salary decreases for the reasons beyond his/her control, the amount of the last salary of his/her previous job shall be retained.

***(Article 106 amend. on 24.06.10 HO-117-N, suppl., amend. on 22.06.15 under HO-96-N)***

**Article 107. Transfer to Another Job in the Case of Idle Time**

1. Idle time having occurred at the workplace through no fault of the employee is a situation when the employer due to production or other objective causes, fails to provide the employee with the work envisaged by the employment contract.
2. With consideration of the profession, qualification and health status of the employee, the employer shall have the right to transfer the employee, upon his/her written consent, to another work/job for the period of idle time. Upon the consent of the employee, he/she may be also transferred to another job without any consideration of his/her profession and qualification.
3. The remuneration for work of the employees transferred to another job due to idle time shall be provided in the manner established by Article 186 of this Code.

**Article 108. Suspension from Work**

1. The employer shall not allow the employee to perform his/her job duties and shall not pay salary if the employee is under the influence of alcoholic drinks/beverages, narcotic or psychotropic substances, as well as in other cases prescribed by law.
2. Upon expiry of the period of suspension from work, the employee shall be reinstated in his/her former position, provided that the reasons for the suspension from work have not given rise to grounds for termination of the employment contract.
3. The employee shall have the right, in the manner established by the legislation, to claim reimbursement for damages, if the employer has unwarrantedly suspended him/her from work.

## CHAPTER 15.

## TERMINATION OF EMPLOYMENT CONTRACT

**Article 109. Grounds for Termination of Employment Contract**

1. The employment contract shall be terminated:

1) by the agreement of the parties;
2) in case of expiry of the contract;
3) upon initiative of the employee;
4) upon initiative of the employer;
5) in case of the employee's compulsory active military service conscription;
6) in case of availability of a court ruling/judgment entered into force according to which the employee was subjected to such liability that prevents him/her from continuing the work;
7) in case the employee has been deprived of the right to perform certain works in the manner established by the legislation;
8) if the employee is under the age of sixteen and one of the parents, the adoptive parent or the guardian or the trustee, the medical doctor/physician monitoring his/her health or the official of the authorized body of the Government of the Republic of Armenia exercising control over occupational safety requires to terminate the employment contract;
9) in case of change of the essential conditions of work;
10) in case of death of the employer-natural person;
11) in case of death of the employee;
12) in case the information submitted by the employee at a time when being hired pursuant to para. 3 and (or) 4 of part 1 of Article 89 of this Code is false;

12.1) based on the results of the probation period established upon consent the employee and employer;

13) in case the employee, when recruited, has concealed the fact of being deprived of the rights to perform certain works;

2. In cases, prescribed by this Article, the termination of the employment contract shall be formulated through an individual legal act adopted by the employer.

***(Article 109 amend. on 24.06.10 under HO-117-N, suppl. on 12.03.14 under HO-5-N, amend. on 17.12.14 under HO-256-N)***

**Article 110. Termination of an Employment Contract upon Agreement of the Parties**

1. When terminating the employment contract upon agreement of the parties, one party to the employment contract shall offer the other party in writing to terminate the contract. Upon acceptance of the offer, the other party shall, within seven days, notify of his/her acceptance the party that submitted the offer. If the parties agree to terminate the contract, they shall conclude a written agreement thereon, which shall specify the dates and other conditions (compensations etc.) for the termination of the contract.
2. If the party having been offered to terminate the contract fails within the time period established in part 1 of this Article, to notify of his/her agreement to terminate the contract, the offer to terminate the employment contract shall be deemed rejected.

**Article 111. Termination of the Employment Contract with a Definite Term Due to Its Expiry**

1. The employer or employee shall have the right to terminate the employment contract due to the expiry of the employment contract signed for a definite term, except for the cases prescribed by part 5 of this Article.
2. The employer may terminate the employment contract signed for a definite term due to the expiry of the contract, by serving the employee with at least ten day prior written notice thereon.
3. The terms/periods set forth in this Article shall not apply to the employees who have been employed to replace an absent employee, as well as to the employees, who are performing certain works prescribed by the employment contract.
4. The employee may terminate the employment contract signed for a definite term due to the expiry thereof by giving the employer at least ten days written notice prior to the expiry of the contract. If the employee has not notified the employer of the termination of the contract signed for a definite term and has not come to work on the day following the last day set forth in the employment contract, the contract shall be deemed terminated and the employer shall be obliged to make a final settlement with the employee within five days upon submitting such claim.
5. If the employment contract signed for a definite term is not terminated upon its expiry in the manner prescribed by this Article and the labor relations continue, the contract shall be deemed concluded for an indefinite term.

***(Article 111 suppl. on 24.06.10 under HO-117-N)***

**Article 112. Termination of an Employment Contract upon the Initiative of the Employee**

1. The employee shall have the right to terminate the employment contract signed for an indefinite term, as well as the employment contract signed for a definite term prior to its expiry by giving the employer at least thirty day prior written notice thereon. The collective agreement may be envisage a longer term for notification. Upon the expiry of the notification period the employee shall have the right to stop work, whereas the employer shall be obliged to process the termination of the employment contract and make a final settlement with the employee.
2. The employee shall have the right to terminate the employment contract signed for an indefinite term, as well as the employment contract signed for a definite term prior to its expiry by giving the employer at least five days prior notice in writing thereon, if the termination of the employment contract is stipulated by the employee's illness or work-related injury hindering the performance of the work or other valid reasons/extenuating circumstances set forth in the collective agreement, or where the employer fails to fulfill the obligations established under the employment contract, violates the law or the collective agreement, as well as in other cases prescribed by this Code.
3. The employee shall have the right to withdraw his/her notification on termination of the employment contract not later than within three working days after the submission of the notification. He/she may withdraw the notification after the mentioned period only upon the consent of the employer.

*(Article 112 amend. on 24.06.10 under HO-117-N)*

**Article 113. Termination of an Employment Contract upon the Initiative of the Employer**

1. The employer shall have the right to terminate the employment contract signed for an indefinite term, as well as the employment contract signed for a definite term prior to the expiry of the contract:

1) in case, when the organization is liquidated (the activity of the private entrepreneur is terminated and state registration is ceased to be in force or is invalidated);
2) in case, when the production volumes and (or) economic and (or) technological and (or) the conditions for the organization of work are changed and (or) conditioned by production necessity and (or) reduction in the number of employees and (or) stuff;
3) in case, when the employee is unsuitable for the position held or work performed;
4) in case, when the employee is reinstated in previous job;
5) in case, when the employee regularly fails to perform his/her work duties prescribed by the employment contract or by internal disciplinary rules, with no good reason;
6) in case, when the confidence towards the employee is lost;
7) in case of the employee's long-term disability/incapacity (in case the employee does not report for work for more than 120 consecutive days or for more than 140 days during the last twelve months due to temporary disability/incapacity, unless it is prescribed by law and other normative/regulatory legal acts that the workplace and the position are retained for a longer term in case of certain diseases);
8) in case the employee is found at workplace under the influence of alcoholic drinks/beverages, narcotic or psychotropic substances;
9) in case the employee's no-show at work during the entire working day (shift) with no good reason;
10) in case the employee refuses or evades to pass compulsory medical examination/checkup;
11) in case the employee is eligible for old age pension and turned sixty-three of age, and in case the employee is non-eligible for old age pension and turned sixty-five of age, unless otherwise prescribed by the employment contract;

2. When terminating the employment contract concluded for a definite period or for indefinite period on the grounds set forth in para. 1, 2, 3, 7, 11 of part 1 of this Article, the employer shall be obliged to notify the employee thereon within the time periods set forth in Article 115 of this Code.
3. The employer may terminate the employment contract based on the grounds set forth in para.2, 3 and 4 of part 1 of this Article, if the employer, within the available possibilities, has offered the employee another work corresponding to his/her professional competence, qualification, health status, and if the employee has rejected it.

In case of no possibility with the employer to offer another work, the employment contract shall be terminated without offering other job to the employee.

***(Article 113 edited on 24.06.10 under HO-117-N, suppl., edited, amend. on 22.06.15 under HO-96-N)***

**Article 114. Prohibition on Termination of an Employment Contract upon the Initiative of the Employer**

1. Termination of an employment contract upon the initiative of the employer is prohibited:

1) during the period of temporary disability/incapacity of the employee, except for the cases set forth in para. 7, part 1 of Article 113 of this Code;
2) during the leave of the employee:
2.1) in case of pregnant women, from the day of submitting a medical certificate on pregnancy to the employer until one month after the end of pregnancy and maternity leave;
2.2) during the entire period of factually taking care of a child under the age of one year by a person not being in leave, except for the cases set forth in para. 3, 5, 6, 8-10 of part 1 of Article 113;
3) after adoption of a decision on calling a strike and during the strike in case the employee partakes in this strike in the manner established by this Code;
4) during fulfillment of the duties imposed on the employer by state and local self-governing bodies, except for the cases set forth in part 1 of Article 124 of this Code.

2. If the employee fails appear at work upon expiry of the periods specified in part 1 of this Article, the employer may terminate the employment contract on the grounds envisaged in this Chapter.
3. The restrictions set forth in part 1 of this Article shall not apply when terminating the employment contract due to liquidation of the organization (termination of the operation of the private entrepreneur).
4. The following shall not be considered as legitimate reason for the termination of the employment contract:
1) membership in a trade union or involvement in the activities of a trade union during the non-working hours, and upon the consent of the employer, also during the working hours;
2) acting as the employees' representative at any time;
3) submitting claims to the employer for violation of laws, other normative/regulatory legal acts or the collective agreement;
4) sex, race, nationality, language, origin, citizenship, social status, religion, marital and family status, convictions or views, membership in political parties or public organizations;
5) age, except for the cases prescribed by law.

***(Article 114 suppl., amend., edited on 24.06.10 under HO-117-N, edited on 22.06.15 under HO-96-N)***

**Article 115. Notification on Termination of an Employment Contract**

1. In case of termination of the employment contract on the grounds set forth in para. 1 and 3 of part 1 of Article 113 of this Code, the employer shall be obliged to notify the employee in writing thereon not later than two months in advance.

   In case of termination of the employment contract on the grounds set forth in para. 3, 7, 11 of parts 1 of Article 113, as well as in cases set forth in part 2 of Article 105 of this Code, the employer shall be obliged to give a written notice to the employee who has worked for the employer for up to one year, not later than 14 days in advance, to the employee, who has worked from one to five years - 35 days in advance, to the employee, who has worked from five to ten years - 42 days in advance, to the employee, who has worked from ten to fifteen years - 49 days in advance, to the employee, who has worked over fifteen years - 60 days in advance.

   Longer terms as compared with the notification terms set forth in this part may be defined by collective agreement and employment contract.

2. In case the terms set forth in part 1 of this Article, as well as in part 1 of Article 93 and part 2 of Article 111 of this Code are not maintained, the employer shall be obliged to pay a penalty to the employee for each day of delay of the notification, which is calculated based on the employee's average daily salary rate.
3. The notification on the termination of the employment contract shall include:

1) the grounds and reason for dismissal, and in case of offering another job to the employee - also the position, the salary or the possibility to offer other job;
2) the year, month and day of the dismissal.

4. During the terms set forth in part 1 of this Article the employer shall provide the employee with time off to look for a new job. The duration of the time provided may not be less than ten percent of the working time included in the notification period. The time off to look for a new job shall be provided in accordance with the schedule proposed by the employee. The average salary of the employee shall be retained during the mentioned period, which shall be calculated based on the employee's average hourly salary.
5. The notification on the termination of the employment contract is deemed invalid if more than five days have passed since the expiry of the notification period and the employer has not terminated the contract. The periods of the employee's leave and temporary disability/incapacity shall not be calculated towards this period.

***(Article 115 amend., edited on24.06.10 under HO-117-N, amend., suppl. on 22.06.15 under HO-96-N)***

**Article 116. Collective Redundancy**

1. In case of liquidation of an organization or reduction in the number of employees and (or) staff, the employer shall be obliged to submit the data on the number of the dismissed employees (disagregated by professions, gender and age to the authorized state governing body in the sphere of employment authorized by the Government of the Republic of Armenia and to the representative of the employees not later than two months prior to the termination of the employment contract, if it is envisaged to dismiss during two months more than ten percent of the total number of employees, however, not less than 10 employees (collective redundancy).

***(Paragraph ceased to be in force on 22.06.15 under HO-96-N)***

2. Cases of dismissals of employees working under employment contracts concluded for a definite term and working under seasonal employment contracts, shall not be considered as collective redundancy, if made without violation of the terms mentioned in the contracts.

***(Article 116 amend. on24.06.10 under HO-117-N, suppl., amend. on 22.06.15 under HO-96-N)***

**Article 117. Guarantees to Pregnant Women and Employees Taking Care of a Child** ***(Article ceased to be in force on 24.06.10 under HO-117-N)***

**Article 118. Guarantees to Employee Having Contracted Occupational Disease and Work-Related Injury, as well as Guarantees to Employee with Temporary Disability/Incapacity**

1. The workplace and position of the employee, who has lost his/her capacity to work due to occupational disease or work-related injury, shall be retained until recovery of his/her capacity to work or determination of a disability status. The employer may terminate the employment contract on the grounds prescribed by this Chapter in case the employee's capacity to work is not recovered and a disability status is determined.
2. Employees, who have temporary lost their capacity to work in cases not envisaged in part 1 of this Article, shall retain their workplace and position, if they have not appeared at work due to temporary disability/incapacity for not more than 120 successive days or for not more than 140 days within the last twelve months, unless laws and other normative/regulatory legal acts provide that in the case of specific diseases the workplace and position shall be retained for a longer period.

**Article 119. Guarantees to Representatives of Employees**

1. The employees elected to representative bodies of employees, may not be dismissed during the period they exercise their powers pursuant to Article 113 of this Code without preliminary consent/approval of the representative body of employees, except for the cases set forth in para. 1, 5, 6 8-10 of part 1 of Article 113 of this Code.
2. The employer shall apply to the employees' representative body to get the consent/approval for the dismissal of the representative of employees. The representative body of employees shall be obliged to reply to the employer within 14 days upon the receipt of the application.

The representative body of the employees shall be obliged to submit the decision on his/her consent/approval or rejection to dismiss the employee in writing. If the representative body of employees fails to reply to the employer within the specified time period, the employer shall have the right to terminate the employment contract.

3. The employer may appeal the decision on rejecting the dismissal of the employee through judicial procedure. The court may repeal that decision if the employer's interests are thereby violated.
4. The guarantee set forth in part 1 of this Article may be applied to the employees not deemed as representatives of employees, if it is envisaged by the collective agreement.

***(Article 119 amend. on 24.06.10under HO-117-N, on 17.12.14 under HO-256-N)***

**Article 120. Termination of Employment Contract in case of Unsuitability for the Position Held or Work Performed**

1) The employer shall have the right to terminate the employment contract on the grounds set forth in para. 3 of part 1 of Article 113 of this Code, in case the employee cannot fulfill his/her job responsibilities/duties because of insufficiency of the professional competencies or the state of health.
2) The aggravation of the state of health of the employee may serve as a reason for termination of the employment contract, if it is of sustainable nature and hinders the employee to continue the work or excludes the possibility to continue it.
3) The correspondence of the professional competencies of the employee to the position held or work performed shall be evaluated by the employer, whereas the correspondence of the state of health is determined by the medical and social expert findings.

***(Article 120 amend. on24.06.10 under HO-117-N, on 22.06.15 under HO-96-N)***

**Article121. Termination of the Employment Contract in Case of the Employee's Failure to Fulfill His/her Obligations or Improper Fulfillment Thereof**

1. The employer shall have the right to terminate the employment contract on the ground set forth in para. 5 of part 1 of Article 113 of this Code, if the employee having committed disciplinary violation has at least two disciplinary sanctions/fines, which have not yet been lifted or cancelled.
2. ***(Part ceased to be in force on 24.06.10 under HO-117-N)***
3. When terminating the employment contract the employer shall be obliged to follow the rules of application of disciplinary liability in compliance with this Article.

***(Article 121 edited, amend. on 24.06.10 under HO-117-N, suppl. on 22-06.15 under HO-96-N)***

**Article 122. Termination of the Employment Contract Due to Loss of Confidence towards the Employee**

The employer shall have the right to terminate the employment contract with the employee towards whom the confidence is lost, on the ground set forth in para.6 of part 1 of Article 113 of this Code, if the employee:

1) while dealing with monetary or commodity values, has committed such minor offences, as a result of which the employer incurred material damage;
2) while carrying out teaching and educational functions, has committed an offence incompatible with the work to be continued;
3) has divulged state, service, commercial or technological secrets or has informed the rival organization thereon.

***(Article 122 edited on 24.06.10 under HO-117-N)***

**Article 123. Termination of an Employment Contract upon the Initiative of the Employer without Notifying the Employee Thereon**

In the cases set forth in para. 5, 6, 8-10 of part 1 of Article 113 of this Code the employer shall have the right to terminate the employment contract without notifying the employee thereon.

***(Article 123 edited on 24.06.10 under HO-117-N)***

**Article 124. Regulation of Labor Relations Connected with Military Service**

1. In case of conscription for compulsory active military service no later, than three calendar days prior to the date mentioned in the respective notice, the employer shall terminate the employment contract

   Within a month after the discharge from the compulsory active military service the employee may apply to the employer for renewing the labor relations and concluding a new employment contract. In case the employee applies to the employer within the mentioned terms, the employer shall be obliged to conclude a new employment contract within three days, the essential conditions of which cannot be less favorable for the employee than the conditions of the previous contract effective before the compulsory active military service.

2. During the fulfillment of the duties for the military registration, affiliation to the draft offices and calling to training musters, the labor relations with the employee shall be regulated in the manner prescribed by law.

***(Article 124 suppl. on 24.06.10 under HO-117-N, amend., suppl. on 22.06.15 under HO-96-N)***

**Article 125. Termination of an Employment Contract in Case of Bankruptcy of the Employer**
***(Article ceased to be in force on 24.06.10 under HO-117-N)***

**Article 126. Restrictions on Termination of Employment Contract during Restructuring an Organization**

Restructuring of the organization, as well as changes in the persons having rights in personam or other rights thereto shall not serve as a ground for terminating the employment contract, unless reduction in the number of employees and (or) stuff is taking place.

***(Article 126suppl. on 24.06.10 under HO-117-N)***

**Article 127. Termination of Employment Contract in case of Death of Employee**

In case of employee's death the employer shall unilaterally terminate the employment contract on the day of the employee's death.

**Article 128. Termination of Employment Contract in case of Death of Employer–Natural Person**

1. In case of death of the employer-natural person the employee may unilaterally terminate the employment contract on the day of the employer's death based on the document provided by the death registration authorized body.
2. If the employee fails to terminate the employment contract in the case set forth in part 1 of this Article, the labor relations with him/her within 10 working days after death of the employer-natural person can, in the manner established by law, be continued with the person acting as an entrusted administrator of the property of the employer-natural person, who in this case acts as an employer in substitution for the previous employer in the employment contract.
3. If the labor relations are not continued in the case set forth in part 2 of this Article, the employment contract shall be deemed terminated from the day of death of the employer-natural person based on the document provided by the death registration authorized body.

***(Article 128 edited on 24.06.10 under HO-117-N, on 22.06.15 under HO-96-N)***

**Article 129. Severance Pay**

1. In case of terminating the employment contract on the grounds set forth in para 1, 2 and 4 of part 1 Article 113 of this Code, the employer shall pay a severance pay to the employee in the amount of his/her average monthly salary, and in the cases set forth in para. 3, 7 and 11 of part 1 of Article 113, as well as in para. 9 of part 1 of Article 109 and Article 124 of this Code, the employer shall pay severance pay in case of termination of the employment contract with account of the length of uninterrupted service of the employee:

1) in case when the employee has worked for up to one year -in the tenfold amount of average daily salary;
2) in case when the employee has worked from one to five years - in the twenty-five-fold amount of the average daily salary;
3) in case when the employee has worked from five to ten years - in the thirtyfold amount of the average daily salary;

4) in case when the employee has worked from ten to fifteen years - in the thirty-five-fold amount of the average daily salary;
5) in case when the employee has worked for fifteen years and more - in the forty-four-fold amount of the average daily salary;

2. Payment of severance pay under the collective agreement or employment contract may be envisaged for a longer period of time.

***(Article 129 edited on 24.06.10 under HO-117-N, suppl., edited on 22.06.15 under HO-96-N)***

**Article 130. Procedure for Final Settlement with Employee**

1. In case of terminating the employment contract the employer shall be obliged to make in full a final settlement of accounts with the employee on the day of termination of the employment contract, unless otherwise provided by this Code, the law or upon agreement between the employer and the employee.

1.1. If the employee is being transferred (moved) to another job with the same employer, no final settlement shall be made by the employer to the employee.

2. The employer shall be obliged to pay the employee his/her salary and other equivalent payments on the day of the final settlement, and if the fulfillment of this obligation becomes impossible due to circumstances beyond the employer's control, the employee's salary and other equivalent payments shall be made within five working days upon submitting such claim by the employee.

2.1. In case of death of the employer-natural person, the obligation to make the final settlement shall be transferred to those accepting the inheritance, and in case of absence of heirs or in case of their refusal to accept the inheritance, it is transferred to the person or body who accepts that property, within the scope of its value.

3. At the discretion of the employee, the employer shall be obliged to provide him/her with a statement on his/her job functions (duties), the amount of the salary, taxes paid and mandatory social security payments and performance assessment.

***(Article 130 amend. on 24.10.07 under HO-238-N, suppl. on 24.06.10 under HO-117-N, suppl., amend. on 22.06.15 under HO-96-N)***

## CHAPTER 16.

## PROTECTION OF PERSONAL DATA OF EMPLOYEES

**Article 131. Concept of Personal Data of Employee and Processing of These Data**

The employee's personal data connected with labor relations and related to certain employee shall be deemed as information necessary for the employer.

Processing of the employee's personal data shall be deemed as collecting, protecting, coordinating, transferring of the personal data of the employee or using them in any other way so required.

**Article 132. General Requirements Put Forward to Processing of Personal Data of Employee and Guarantees for Their Protection**

Aimed at ensuring the human and civil rights and freedoms of persons and citizens, the employer shall be obliged to keep the following requirements while processing the personal data of the employee:

1) processing of the personal data of the employee may be performed exclusively for the purpose of ensuring the fulfillment of the requirements of laws and other normative/regulatory acts, supporting the employment, training and promotion of the employees, ensuring the personal security of the employees, monitoring the quality and quantity of the work performed and ensuring the integrity of the property;
2) while determining the volume and content of the personal data of the employee being processed the employer shall be guided by the Constitution of the Republic of Armenia, this Code and other laws;
3) all the personal data shall be provided by the employee. If the personal data of the employee can be obtained only from a third person, the employee shall be required to give his written consent. The employer shall be obliged to inform the employee about the purpose of the receipt of the personal data, possible ways and sources of receiving thereof, as well as about the nature of the personal data to be received and the consequences of rejection by the employee to provide written consent on receiving thereof;
4) the employer shall have no right to obtain and process the personal data of the employee pertaining to his/her political, religious and other convictions or private life. In cases directly linked to labor relations the employer shall have the right to obtain and process data concerning the private life of the employee only upon the employee's written consent;
5) the employer shall have no right to obtain and process the personal data of the employee concerning his membership in non-governmental organizations or activities in trade unions, except for the cases prescribed by law;
6) while adopting decisions concerning the employee, the employer shall have no right to rely only on the personal data received as a result of automated processing or through electronic means;
7) the lawfulness or protection of the personal data of the employee, which shall be ensured by the employer on his/her own expense in the manner established by law;
8) the employees and their representatives by their signature shall get familiarized with the legal acts of the employer defining the procedure for personal data processing, as well as with their rights and obligations in this sphere;
9) the employees shall have no right to waive their rights to confidentiality and protection.

**Article 133. Maintenance and Use of Personal Data of Employees**

The procedure for maintenance and use of personal data of employees shall be established by law.
***(Article 133 amend. on 24.06.10 under HO-117-N)***

**Article 134. Transfer of Personal Data of Employee**

While transferring the personal data of the employee the employer shall be obliged to fulfill the following requirements as follows:

1) not to disclose the personal data of the employee to any third persons without the employee's written consent, except for the cases when this is necessary for the prevention of the threat to the life and health of the employee, as well as in other cases envisaged by law;
2) not to disclose the personal data of the employee for commercial purposes without his/her written consent;
3) to warn the persons receiving the personal data of the employee and require them to confirm that these data can be used only for the purposes for which the employees have been informed. The persons receiving personal data of employees shall be obliged to keep them confidential. This provision shall not apply to the transfer of personal data of employees in the manner established by law;
4) to implement the transfer of the personal data of employees inside the organization in compliance with the internal legal acts of the employer;
5) to reserve the right to get familiarized with personal data of employees only to persons with special authorization, and these persons may receive only the personal data of the employee, which are required for the fulfillment of certain functions;
6) not to require information on the health status of the employee, except for the data which are related to the capability of the employee to fulfill work duties;
7) to limit the data being provided during transfer of the personal data of the employee to the representatives of the employees in the manner prescribed by this Code, only to the data which are necessary for the representatives concerned to fulfill their functions.

**Article 135. The Rights of Employee Connected with Protection of Personal Data Maintained by Employer**

Aimed at ensuring security of the personal data maintained by the employer, the employee shall have the right to:

1) obtain full information on his/her personal data and processing thereof;
2) freely and free of charge get familiarized with his/her personal data, receive a copy of the record containing personal data, except for the cases prescribed by law;
3) get familiarized with medical data pertaining to him/her, including with the participation of a doctor/physician chosen by him/her;

4) demand to remove or correct the wrong or incomplete personal data, as well as the personal data in contravention of the requirements of this Code. In case of rejecting the demand, the employee shall have the right to submit his/her disagreement to the employer in writing by attaching relevant justifications;
5) demand the employer to inform all the persons that have been communicated the wrong or incomplete information on the employee of the information removed, corrections and additions performed;
6) appeal through judicial procedure any action or inaction of the employer concerning the processing and maintenance/storage of his/her personal data.

**Article 136. Liability for Violation of the Procedure for Processing and Protection of Personal Data of Employee**

Persons violating the procedure prescribed by this Code, other laws and legal acts for processing and protection of the personal data of the employee shall be held liable in the manner prescribed by law.

## CHAPTER 17.

## WORKING TIME

**Article 137. Concept of Working Time**

Working time shall be the time period, during which the employee shall be obliged to perform the work envisaged by the employment contract, as well as other equivalent periods of time.

**Article 138. Structure of Working Time**

1. Working time shall include:

1) the actual hours worked, shift at workplace or at home;
2) the time on business trip/secondment;
3) the time needed to arrange or prepare the workplace, work tools and protective/safety equipment;
4) the breaks, included in working time according to law, collective agreement or internal legal acts of the employer;
5) the time for compulsory medical examination/checkup;
6) the time required for professional qualification improvement at the workplace or educational institutions/establishments;

7) the time of the employee's suspension from work as prescribed by Article 108 of this Code, if the employee suspended from work is allowed to stay at the workplace by adhering to the procedure established at the workplace;
8) the period of idle time;
9) other periods of time set forth by law, collective agreement or internal legal acts;

2. The following shall not be included in the working time but is calculated in the length of service:

1) the period of no-show at the workplace upon the consent of the employer or his/her representative;
2) the period of performance of state, public or civic duties, military registration, attachment to the draft offices, calling to training musters and active military service;
3) the period of temporary disability/incapacity for work;
4) the breaks for rest or meal, daily rest (inter-shift), weekly uninterrupted rest, non-working public holidays and commemoration/memorial days prescribed by this Code, leave/vacation. The mentioned periods may be included in the working time, if the employee performs work on these days in cases and under procedure established by this Code;
5) other periods of time set forth by law, collective agreement or internal legal acts.

**Article 139. Duration of Working Time**

1. Normal working time duration may not exceed 40 hours per week.
2. Daily working time may not exceed eight working hours, except for the cases prescribed by this Code, law, other legal acts and the collective agreement.
3. Maximum duration of working time, including overtime work, shall not exceed 12 hours a day (including the break for rest and meal) and 48 hours - during the week.
4. The duration of working time for specific categories of employees (health care institutions working on an uninterrupted shift basis, guardianship (trusteeship) organizations, child-rearing institutions, specialized electricity, gas, heating supply organizations, specialized communications services and specialized services for elimination of the consequences of accidents/accident damage control etc.), may be up to 24 hours a day. The average duration of working time of such employees may not exceed 48 hours a week, and the rest time between working days may not be less than 24 hours. The list of such jobs shall be defined by the Government of the Republic of Armenia.
5. The duration (including breaks for rest and meal) of daily working time of employee having two or more employment contracts with the same employer or with different employers may not exceed 12 hours a day.

***(Article 139 edited on 24.06.10 under HO-117-N)***

**Article 140 . Shorter Working Time**

1. Shorter working time shall be set for:

1) children under the age of seven – up to two hours a day, however not more than four hours during a week;
2) children from seven to twelve years of age – up to three hours a day, however not more than six hours a week;
3) children from twelve to fourteen years of age – up to four hours a day, however not more than twelve hours a week;
4) employees under sixteen years of age – up to 24 hours a week;
5) employees from sixteen to eighteen years of age – up to 36 hours a week;
6) employees, in whose workplace it is impossible, due to technical or other reasons, to reduce the maximum permissible level of harmful factors to level safe for health as defined by legal acts on occupational safety and health, the working time shall be set not more than 36 hours a week.

2. The procedure and conditions for shortening the working time for employees engaged in work of heavy intellectual/mental and emotional overstress nature shall be established by law, collective agreement or employment contracts.

***(Article 140 edited on 24.06.10 under HO-117-N, on 22.06.15 under HO-96-N)***

**Article 141. Part□time Work**

1. Part-time working day or part-time working week shall be set:

1) upon agreement between the employee and the employer;
2) upon request of an employee due to his/her health status based on medical report;
3) upon request of a pregnant woman and an employee taking care of a child under one year of age;
4) upon request of a disabled person based on medical report;
5) upon request of an employee taking care of a sick member of the family based on medical report, however no longer than for six months and no longer than half of working time established for one day with regard to each day.

2. Part-time work may be set upon consent/agreement of the parties by reducing the working days of the week or shortening a working day (shift), or concurrently applying both, unless otherwise provided by the medical report. Part-time work during a working day may be divided into parts. The duration of part-time work and procedure for its provision as set forth in para. 1-4 of part 1 of this Article shall be established upon consent/agreement of the parties and can be included in the employment contract.
3. Part-time work shall not serve as a basis for imposing restrictions when defining the duration of the annual leave, calculating the length of service, promoting to higher position, improving professional qualification, as well as exercising other labor rights of the employee.

**Article 142. Working Time Pattern**

1. Distribution of (changes in) the working and rest time for each employee throughout a day, week or reporting period, as well as beginning and end of a daily work (shift) shall be set by the internal disciplinary rules of the organization. The working time (shift) schedules shall be approved by the employer or his/her representative, whereas in cases and in the manner prescribed by the collective agreement it shall be agreed with the body having signed the collective agreement of the organization. The beginning and end of working time in state and local self-governing bodies and their subordinate organizations shall be established by the Government of the Republic of Armenia.
2. A five-day working week with two days off shall be set for employees. Within the organizations where, due to the nature of production or other conditions, application a five-day working week pattern is impossible, a six-day working week with one day off shall be set.
3. Employees shall be obliged to keep to the defined working time (shift) schedules. The changes in working time (shift) schedules shall be duly notified to employee by employer no later than a week prior to the effect of the respective legal act. The employer shall be obliged to ensure proportionate rotation of shifts of employees.
4. It shall be prohibited to assign one employee two shifts in succession, except for the case set forth in para. 4, part 1 of Article 145 of this Code.
5. The employee rearing children under fourteen years of age without husband (wife) shall have the prior right to choose a shift wherever such possibility is available with the employer.
6. The employer shall be obliged to account and record the daily and (or) weekly working time actually worked by each employee, according to which it would be possible to ensure the duration that will enable checking the fulfillment of the requirements set forth in Chapter 17 of this Code.
7. The specifics of the work pattern and rest schedule of employees working in the spheres of healthcare, guardianship (trusteeship), child-rearing, electricity, gas and heating supply organizations, communications and other spheres of work of special nature shall be defined by the Government of the Republic of Armenia.

***Article 142 amend., edited, suppl. on 24.06.10 HO-117-N, edited on 01.03.11 under HO-68-N, amend., edited on 22.06.15 HO-96-N)***

**Article 143. Record of Cumulative Hours Worked**

1. In organizations operating with uninterrupted schedule or in case of performing works of special nature where it is impossible to keep daily or weekly duration of the working time for employees of the given category preconditioned by the specifics of the production (work), recording of cumulative hours worked shall be permitted to be applied provided that it does not exceed the normal number of working hours in the reporting period (month, quarter etc.). The duration of the recorded cumulative hours worked cannot exceed 6 months.

   The procedure for the application of the record of cumulative hours worked shall be defined by internal disciplinary rules of the organization.

1.1. The application of the record of cumulative hours worked shall be prohibited to employees under 18 years of age.

2. In case of recording cumulative hours worked, the duration of daily and weekly uninterrupted rest established by this Code shall be guaranteed. If the record of cumulative hours worked exceeds the number of working hours established for the employees, the employee's working day shall be shortened upon his/her request or a day off (days off) provided in the manner prescribed by the collective agreement or internal disciplinary rules, or additional payment shall be provided for overtime work.

***(Article 143 suppl. on 22.06.15 under HO-96-N)***

**Article 144. Limitations of Overtime Work**

1. Overtime work is the work the duration of which is more than the duration of working time set forth in parts 1 or 2 or 4 of Article 139 or Articles 140 or 141 or parts 1 and 2 of Article 142 of this Code.
2. The employer may engage the employee in overtime works only in exceptional cases, set forth in Article 145 of this Code.
3. The following employees shall not be engaged in overtime works:

1) employees under 18 years of age;
2) employees who are studying in general education and vocational schools without discontinuing work on the days of classes;
3) employees working in the conditions of influence of harmful and (or) hazardous factors;
4) employees working under other conditions prescribed by the legislation of the Republic of Armenia and collective agreement.

4. Pregnant women, employees taking care of a child under one year of age may be engaged in overtime work only upon their consent.

   Disabled people may be engaged in overtime work if the performance of such work is not forbidden under medical report.

5. Work of managerial staff of the organization exceeding the working time established thereby, shall not be deemed as overtime work. The list of such positions shall be established by internal disciplinary rules.

***(Paragraph ceased to be in force on 24.06.10 under HO-117-N)***
***(Article 144 amend., edited on24.06.10 under HO-117-N, edited 22.06.15 under HO-96-N)***

**Article 145. Exceptional Cases of Permitting Overtime Work**

1. Overtime work shall be permitted in the following exceptional cases, if:

1) the work performed is necessary for national defense, as well as prevention of natural disasters, technological emergencies, epidemics, accidents/casualties, fires and other emergency circumstances whatsoever or measures aimed at eliminating the consequences thereof;
2) it is necessary to finish the work started, which could not have been finished during the normal working time due to unforeseen or accidental obstacles, and if the interruption/suspension of the works started may result in deterioration, destruction of materials or breakdown of equipment;
3) the work performed is related to repair or renovation of the mechanisms and equipment, the malfunction/breakdown of which resulted in interruption/suspension of the work of a significant number of employees;
4) the shift worker has not reported for work that may lead to disruption of continuity of work. In such cases the employer or his/her representative shall be obliged immediately to undertake measures for replacing the absentee with another employee;
5) works of loading and unloading and other related works are performed to prevent or eliminate the congestion of cargo in dispatch and destination points, as well as to vacate the warehouses of the organization;
6) there it is a necessity for immediate fulfillment of contractual obligations of the employer.

2. In cases it is necessary to engage the employee in overtime work, the employer shall be obliged to inform the employee thereon within reasonable terms, except for the cases set forth in para. 1 of part 1 of this Article.

**Article146. Duration of Overtime Work**

1. The overtime work at the request of the employer during two successive days shall not exceed 4 hours, and 180 hours - during a year.

***(Paragraph ceased to be in force on 24.06.10 under HO-117-N)***

2. ***(Part ceased to be in force on 22.06.15 under HO-96-N)***

***(Article 146 amend. on 24.06.10 under HO-117-N, on 22.06.15 under HO-96-N)***

**Article 147. Duration of Work on the Day Preceding Non-Working Days - on Holidays and Commemoration/Memorial Days*(title amended on 24.06.10 under HO-117-N)***

1. The duration of the working day is shortened by one hour on the day preceding the non-working days - holidays and commemoration/memorial days, except for short-time and part-time employees.
2. ***(Part ceased to be in force on 24.06.10 under HO-117-N)***.

***(Article 147 amend. on 27.02.06 under HO-39-N, amend., suppl. on 24.06.10 under HO-117-N)***

**Article 148. Nightwork**

1. Night time shall be considered the time from 22:00. to 06:00.
2. The work performed at night shall be considered as nightwork.
3. Persons under 18 years of age, as well as employees not allowed to work at night under medical report shall not be allowed to be engaged in nightwork.
4. Pregnant women, women taking care of a child under three years of age may be engaged in nightwork only upon their consent.
5. ***(Part ceased to be in force on 24.06.10 under HO-117-N***).
6. If it is confirmed that the nightwork has endangered or may threaten the employee's health, the employer shall be obliged to transfer the employee only to day work.

***(Article 148 suppl. on 27.02.06 under HO-39-N, edit., amend. on 24.06.10 under HO-117-N, suppl. on 22.06.15 under HO-96-N)***

**Article 149. Duty**

1. In special cases, when it is necessary to ensure labor discipline or completion of urgent work within the organization, the employer may engage the employee on duty at the organization or at home, by the end of working day or on non-working days - public holidays or commemoration/memorial days and days off not more than once a month, and upon consent of the employee, not more than once a week.
2. The time of being on duty at the organization together with the duration of the working day (shift) if the duty is carried out after the end of a working day (shift), may not exceed the duration of the working day (shift) set forth in part 2 of Article 139 of this Code, and the duration of being on duty at the organization on non-working days - public holidays and commemoration/memorial days and days off, as well as at home may not exceed 8 hours a day. The duration of being on duty in the organization shall be counted as/equated to working time, and the duration of being on duty at home shall be counted as/equated to not less than half of the working time in the organization.
3. For the time of being on duty in the organization or at home exceeds the standard duration of the working time set forth in parts 1 and 2 of Article 139, Article 140 and 141 and part 1 of Article 143 of this Code, the employee shall, during the next month, be given rest time with the same duration or upon the employee's request, the said time may be added to the employee's annual leave or paid as overtime work.
4. Employees under 18 years of age shall not be engaged in duty in the organization or at home. Pregnant women and employees taking care of a child under three years of age, may be engaged in duty in the organization or at home only upon their consent.

## CHAPTER 18.

## REST TIME

**Article 150. Concept of Rest Time**

Rest time shall be the time free from work, regulated by this Code, law, collective agreement or employment contract, which the employee uses at his/her discretion.

**Article 151. Types of Rest Time**

1) a break for rest and meal;
2) additional and special breaks for rest during a working day (shift);
3) uninterrupted rest in between working days (shifts);
4) weekly uninterrupted rest;
5) an annual rest time (non-working days - holidays , commemoration/memorial days, leave).

**Article 152. Break for Rest and Meal**

1. Employees shall be provided with a break for rest and meal for not longer than 2 hours and not less than half an hour after the end of the first half of the working day (shift), but not later than 4 hours after starting the work.
2. The break for rest or meal shall not be included in the working time, and the employee shall use it at his/her own discretion. The employee shall have the right to absent from the work place during that period.
3. In case of a six-day working week, on the eve of non-working days - holidays and commemoration/memorial days and days off, the work may be performed without a break for rest and meal if the duration of the working day does not exceed six hours.
4. Proceeding from production conditions, in those types of work where the break for rest and meals impossible, the employee shall be granted an opportunity to have his/her meal during the work.
5. The beginning and end of a break for rest and meal shall be defined by the internal disciplinary rules, work schedule, collective agreement or employment contract.

**Article 153. Additional and Special Breaks**

1. In view of the work conditions employees may be provided with additional breaks for rest during the working day.
2. Employees under eighteen years of age, whose working time duration exceeds 4 hours, shall be granted additional break of at least 30 minutes for rest during their working time.
3. Special breaks shall be granted if the work is performed under conditions when the atmospherical temperature is above plus 40 degrees centigrade or is below minus 10 degrees centigrade, as well under other hazardous conditions of work of heavy physical or mental and emotional overstress nature with negative impact on health.
4. Additional and special breaks shall be included in the working time, and the procedure for their provision shall be defined by the internal disciplinary rules, work schedule, collective agreement or employment contract.

5. The number of additional and special breaks, their duration and the place of rest shall be specified by the collective agreement or employment contract.

***(Article 153 amend. on 27.02.06 under HO-39-N)***

**Article 154. Rest during a Day**

1. The duration of uninterrupted rest between working days (shifts) may not be less than 11 hours.
2. The duration of daily uninterrupted rest for employees from fourteen to sixteen years of age may not be less than 16 hours, whereas for employees from sixteen to eighteen years of age - not less than 12 hours, and shall include the time from 22:00 to 06:00.

***(Article 154 amend. on 22.06.15 under HO-96-N)***

**Article 155. Uninterrupted Weekly Rest**

1. The regular day off shall be Sunday and in case of five-day working week – Saturday and Sunday, except for the cases set forth in parts 2-4 of this Article and envisaged by other legal acts.
2. In organizations, where the work cannot be interrupted on the regular day off preconditioned by the need to provide services to the population (municipal transport, organizations specialized in supplying electricity, gas, heating, theatres, museums, public catering, etc.), the day off shall be defined by the employer.
3. In organizations, where work cannot be interrupted due to technical conditions or to the need for uninterrupted and continuity of services to be provided to the population, as well as in other organizations with uninterrupted work pattern, the days off shall be provided on other week days in succession prescribed by the work schedule for each group of employees. These schedules shall be drawn up and approved in the manner prescribed by Article 142 of this Code.
4. In case of calculation of cumulative hours worked, employees shall be provided with days off in accordance with the work (shift) schedules.
5. An uninterrupted weekly rest shall not be less than 35 hours. In the cases set forth in parts 2-4 of this Article two days off to be provided shall be consecutive.
6. Employees shall be prohibited to be engaged in works on days off, except for the works, the interruption of which is impossible due to technical reasons of production or which are necessary for the provision of services to the population, as well as for urgent repair, loading and unloading works.

   Pregnant women, employees taking care of a child under one year of age may be engaged in work on days off only upon their consent.

7. Persons under eighteen years of age shall be provided with at least two days off per week.

***(Article 155 amend. on 24.06.10 under HO-117-N)***

**Article 156. Non-working - Holidays and Commemoration/Memorial Days**

1. Non-working days - holidays and commemoration/memorial days in the Republic of Armenia shall be established by law.
2. Engagement of employees in work on non-working days – holidays and commemoration/memorial days shall be prohibited, except for the works, the interruption of which is impossible due to technical reasons of production, or which are necessary for the provision of services to the population, as well as for urgent repair, loading and unloading works.

   Pregnant women, employees taking care of a child under one year of age may be engaged in work on non-working days - holidays and commemoration/memorial days only upon their consent.

***(Article 156 edit., amend. on 24.06.10 under HO-117-N)***

**Article 157. Other Holidays and Commemoration/Memorial Days**

***(Article ceased to be in force on 24.06.10 under HO-117-N)***

**Article 158. Annual Leave**

1. Annual leave is a period calculated in working days, which is provided to an employee for rest and vocational rehabilitation. During this period his/her workplace (position) shall be retained and the average salary be paid.

***(Paragraph ceased to be in force on 24.06.10 under HO-117-N)***

2. Annual leave shall be minimum, extended and additional.

***(Article 158 suppl.on 08.07.05 under HO-140-N, amend. on 24.06.10 under HO-117-N)***

**Article 159. Minimum Annual Leave**

1. The duration of the minimal annual leave, in case of five-day working week, shall be 20 days and in case of six-day working week - 24 working days.
2. The annual leave for incomplete working time, as well as the annual leave for specific categories of employees set forth in part 4 of Article 139 of this Code, shall not be shortened, and its duration shall be defined by calculating respectively five working days per each calendar week in case of five-day working week, and six days – in case of six-day working week.
3. Leaves for longer duration may be established by collective agreement or employment contract or by a legal act of employer, except for the organizations funded by the state and community budget, the Central Bank of the Republic of Armenia.

***(Article 159 edited, suppl. on 24.06.10 under HO-117-N, edited on 22.06.15 under HO-96-N)***

**Article 160. Extended Annual Leave**

Extended annual leave with duration of 25 working days in case of five-day working week, and with duration of 30 working days in case of six-day working week (in exceptional cases - 35 working days in case of five-day working week and 42 working days in case of six-day working week) shall be provided to specific categories of employees working under specific working conditions whose work is related to heavy intellectual/mental and emotional overstress or occupational risk. The list of employees of specific categories having the right to such leave shall be defined by the Government of the Republic of Armenia.

***(Article 160 amend. on24.06.10 under HO-117-N)***

**Article 161. Additional Annual Leave**

1. Additional annual leave shall be provided:

1) to the employees working in harmful and hazardous working conditions;
2) to employees engaged in works of special nature.

2. The list of employees of specific categories entitled to additional annual leave, the minimum duration of the leave and the procedure for its provision shall be defined by the Government of the Republic of Armenia.

***(Article 161 amend. on 22.06.15 under HO-96-N)***

**Article 162. Determining the Duration of Annual Leave**

1. Additional annual leave shall be added to the minimum annual leave and may be provided together with it or separately.
2. The employees entitled to extended annual and additional annual leave shall, at their choice, be provided either with only extended annual, or the additional leave added to the minimum annual leave in the manner prescribed by part 1 of this Article.

***(Article 162 amend. On 22.06.15 under HO-96-N)***

**Article 163. Provision of Annual Leave in Parts**

Upon consent of the parties, the annual leave may be provided in parts. In case of provision of the annual leave in parts one of the parts of the annual leave shall constitute at least 10 working days, in case of five-day working week, and at least 12 working days in case of six-day working week.

***(Article 163 edited on 16.12.05 under HO-22-N, on 24.06.10 under HO-117-N)***

**Article 164. Procedure for Annual Leave Provision**

1. Annual leave for each working year shall be provided in the given working year. Working year is a time period calculated by calendar days, which begins on the day of proceeding to work as set forth in the employment contract concluded with the employee or individual legal act on hiring and ends on respective month and date of the following calendar year.
2. Annual leave for the first working year shall be provided, as a rule, after six months of uninterrupted work in the organization, except for part-time employees. Annual leave for the second and subsequent working years shall be provided at any time throughout the working year in accordance with the succession schedule for the provision of annual leave. The procedure for establishing the succession schedule shall be defined by a collective agreement, and where such agreement is not made - by agreement of the parties.
3. Prior to the expiry of six months of uninterrupted work, annual leave shall be provided at the request of an employee in the following cases:

1) to women before or after maternity leave;
2) in other cases envisaged by the collective agreement.

4. After six months of uninterrupted work, the following persons shall have the right to choose the time of annual leave:

1) employees under eighteen years of age;
2) pregnant women and employees taking care of a child under the age of fourteen.

5. Men shall be provided with their annual leave at their request during pregnancy and maternity leave of their wives.
6. During the first year of employment, the teaching staff of educational institutions shall be provided with annual leave during summer vacations of school children and students, irrespective of the date when these pedagogues began to work.
7. Annual leave for on-the-job-study employees shall be adjusted, at their request, with the time of their examinations, tests, preparation for the graduation papers/thesis, and laboratory-based works.
8. The employees taking care of an ill or disabled person at home, as well as employees with chronic diseases the exacerbation of which depends on atmosphere conditions shall be provided with annual leave at the time of their choice, on the basis of the medical report.

***(Article 164 suppl. on 22.06.15. under HO-96-N)***

**Article 165. Length of Service Required for Annual Leave**

Working year, for which annual leave is provided, shall include:

1) the period of actual work;
2) the period during which, according to the legislation, an employee retains his/her workplace (position) and salary in full or in part;

3) the period of the employee's temporary inability to work;
4) the period of paid annual leave;
5) the period of forced idle time for an employee, in case of reinstatement in his/her former position;
6) the period of legal strike;
7) other periods established by the legislation.

***(Article 165 amend. on 24.06.10 under HO-117-N)***

**Article 166. Recall from Annual Leave**

Recall from the annual leave shall be allowed only upon the employee's consent. The unused part of the annual leave shall be provided in accordance with the procedure set forth in parts 2 and 3 of Article 167 of this Code.

**Article 167. Transfer and Extension of Annual Leave**

1. Transfer of the annual leave shall be allowed only on the application or upon the consent of the employee. Annual leave may also be transferred, if the employee:

1) is temporarily disabled/incapacitated;
2) becomes entitled to a special-purpose leave envisaged by Article 171 of this Code;
3) ***(part ceased to be in force on 24.06.10 under HO-117-N)***;
4) takes part in relief operations for prevention of natural disasters, technological emergencies, epidemics, accidents/casualties, fires and other emergency circumstances whatsoever or expeditious elimination/remediation of the consequences thereof, irrespective of the procedure according to which he/she was mobilized to take part in these operations.

2. If the reasons specified in part 1 of this Article or any other reasons (due to which it is impossible to use the annual leave), emerge before the commencement of annual leave, the annual leave shall be transferred to some other time. If such reasons have emerged during the annual leave, the annual leave shall be extended by the corresponding number of days.
3. The transferred annual leave, as a rule, shall be provided in the same working year, but not later than within 18 months, starting from the end of the working year, for which the annual leave has not been provided to the employee or has been provided partially. On application or upon the consent of the employee, the unused part of annual leave may be transferred and added to the annual leave of the subsequent year.

***Article 167 amend., suppl. on 24.06.10 under HO-117-N, amend. on 22.06.15 under HO-96-N)***

**Article 168. Provision of Unused Annual Leave at Dismissal**

At dismissal (except for the cases envisaged by para. 5 and 6 of part 1 of Article 113 and para. 6, 7, 12 and 13 of part 1 of Article 109 of this Code) the unused annual leave shall be provided to the

employee, who has acquired that right, at his/her discretion, by transferring the year, month and date of the dismissal. In this case, the day of dismissal shall be deemed the day subsequent to the last day of the annual leave.

***(Article 168 amend., suppl. on 24.06.10 under HO-117-N, suppl. on 22.06.15 under HO-96-N)***

**Article 169. Pay for Annual Leave**

1. The employer shall pay the employee average salary for annual leave, which is calculated by multiplying the average daily salary of the employee by the number of days of the leave to be provided.

   Payments larger than those defined by this Code can be defined for annual leave by collective agreement or employment contract or employer's legal act, except for the organizations funded from the state and community budget, as well as the Central Bank of the Republic of Armenia.

2. The payment of salary for annual leave shall be made at least three days before the commencement of annual leave, and if it is impossible due to reasons beyond employer's control, within three working days from the commencement of the annual leave mentioned in the employee's application. If the salary calculated for the employee is not paid within the established period due to reasons beyond employee's control, the annual leave shall be extended by as many days as the salary payment was delayed, and the payment for the extended period shall be made the same way as the payment for the annual leave.
3. According to Article 166 of this Code, the employee involved in work shall be paid salary, regardless of the fact that the payment for annual leave has been made. If the employee subsequently uses the paid, but not used days of the annual leave, the employer shall pay for these days the average salary, in the manner established by this Code.

***(Article 169 amend. on 27.02.06 under HO-39-N, suppl. on 24.06.10 under HO-117-N)***

**Article 170. Monetary Compensation for Unused Annual Leave**

1. Replacing annual leave with monetary compensation shall not be allowed. If the employee, who acquired the right to annual leave, cannot be provided with annual leave due to the termination of the employment contract or the employee does not want to be provided therewith, he/she shall be paid monetary compensation.

1.1 In case of termination of the employment contract concluded for the terms set forth either in Article 100 or 101 of this Code, as well as with the employee who has worked six months, the employer shall pay the employee a monetary compensation for the unused annual leave in accordance with part 2 of this Article.

2. The monetary compensation for the unused annual leave shall be paid when terminating the employment contract. The amount of the compensation shall be determined in accordance with the number of the days of the unused annual leave to be provided for the given period. The compensation shall be paid for all unused annual leaves.

***(Article 170 amend., suppl.on 24.06.10 under HO-117-N, suppl., edited on 22.06.15 under HO-96-N)***

**Article 171. Types of Special Purpose Leave**

Special-purpose leave shall be:

1) pregnancy and maternity leave;
2) leave provided for taking care of a child under three years of age;
3) educational leave;
4) leave provided for fulfillment of state or public duties;
5) unpaid leave.

During the special-purpose leave the workplace of the employee shall be retained, except for the case set forth in para. 1of part 1 of Article 113 of this Code.

***(Article 171 amend. on 24.06.10 under HO-117-N, edited on 30.04.13under HO-33-N)***

**Article172. Pregnancy and Maternity Leave**

1. Employed women shall be provided with pregnancy and maternity leave:

1) 140 days (70 days for pregnancy leave, 70 days for maternity leave);
2) 155 days (70 calendar days for pregnancy leave, 85 days for maternity leave) in case of obstructed labor;
3) 180 days (70 days for pregnancy leave, 110 days for maternity leave) in case of giving birth concurrently to more than one child.

This leave shall be calculated in the aggregate and provided to the woman in full. In case of premature delivery, the unused days of pregnancy leave shall be added to the maternity leave.

2. The employee having adopted a newborn or having been appointed as a guardian of a newborn shall be provided a leave from the date of adoption or guardianship until the newborn attains 70 days of age (in case of adopting two and more newborns or in case of being appointed as a guardian of two and more newborns until the newborns attain 110 days of age).

2.1. The employee (the biological mother of the child) having had a child with the help of a surrogate/substitute mother shall be provided a leave from the date of the birth of the child until the child attains 70 days of age (in case of birth of two and more newborns until the newborns attain 110 days of age).

3. In the cases set forth in parts 1, 2 and 2.1 of this Article, the payment for leave topaid worker shall be made in the manner established by the legislation of the Republic of Armenia.

***(Article 172 amend., suppl. on24.10.05 under HO-210-N, suppl. on 12.12.13 under HO-151-N, amend. on 01.12.14 under HO-209-N)***

**Article 173. Parental Leave for Taking Care of a Child under Three Years of Age**

1. Parental leave for taking actual care of a child shall be provided at the discretion of the mother (step-mother), father (step-father) of the family, or the guardian until the child attains three years of age. The leave shall be taken in full or in parts. The employee entitled to such leave may take it on a priority basis.
2. ***(Part ceased to be in force on 30.04.13 under HO-33-N)***.

***(Article 173 amend. on 22.12.10 under HO-226-N, on 30.04.13 on HO-33-N)***

**Article 174. Educational Leave**

1. Employees shall be provided with educational leave to prepare for taking entrance examinations for admission to secondary vocational and higher educational institutions/establishments, three working days for each examination.
2. Employees studying at general schools, secondary vocational or higher educational institutions/establishments shall be provided with educational leave on the application of the educational institution/establishment:

1) to prepare for and take current examinations – three working days for each examination;
2) to prepare for and take credit tests – two working days for each credit test;
3) to perform laboratory works – as many working days as envisaged by the curriculum;
4) to prepare and defend a graduation paper/thesis – thirty working days;
5) to prepare for and take state (graduation) examinations – six working days for each examination.

3. Travel time to and from the educational institution/establishment shall not be calculated towards the time of the educational leave.

***(Article 174 amend., suppl. on24.06.10 under HO-117-N)***

**Article 175. Exemption from Job Responsibilities for Fulfillment of State or Public Duties**
**(*title amend. on 24.06.10 under HO-117-N)***

1. An employee shall be exempted from job responsibilities with retention of the workplace (position):

1) while exercising his/her suffrage;
2) when summoned as a witness, victim, expert, specialist, interpreter/translator, attesting witness by preliminary investigation bodies, the prosecutor's office and the court;
3) when participating in court hearings as employees' representative;
4) when performing donor fuctions;
5) in other cases established by the legislation of the Republic of Armenia.

2. The average salary of the employee exempted from job responsibilities for fulfillment of state or public duties as set forth in part 1 of this Article shall be paid or compensated by the organization (body), whose obligations are fulfilled by the employee, whereas the average salary of employees of state or local self-governing bodies shall be paid from the primary place of work of the employee, unless otherwise provided by law. The average salary paid shall be calculated accepting the following as a basis:

1) the average hourly salary if the period of exemption from fulfillment of job responsibilities does not exceed one week;
2) the average daily salary if the period of exemption from fulfillment of job responsibilities exceeds one week.

3. The employees elected from the representative bodies of employees functioning within the organization shall be exempted from their job responsibilities for up to six working days to participate in the events of the representative bodies of employees, or to improve their qualifications as members of the representative bodies of employees. The procedure for exemption from job responsibilities and payment for those days shall be prescribed by the collective agreement or upon decision of the staff meeting (assembly).

***(Article 175 amend., suppl., edited on 24.06.10 under HO-117-N)***

**Article 176. Unpaid Leave**

1. Unpaid leave, at the request of the employee, shall be provided:

1) to the husband of a woman on pregnancy and maternity leave, as well as to one taking care of a child under one year of age. and the total duration of the leave may not exceed two months;
2) to the disabled employee or to the employee taking care of a sick member of the family within the terms established by the medical report, however, not longer, than within thirty days a year;
3) for a marriage – three working days;
4) in case of funeral of the deceased family member – not less than three days.

2. Other reasons for unpaid leave may be specified by the collective agreement.
3. In cases prescribed by the collective agreements or employment contracts or upon consent of the parties, the employee may be provided with an unpaid leave for the duration of no longer than 60 days per year. Civil servants, officers of other state (special) services and local self-governing bodies as prescribed by the law and the local self-government bodies may be provided with unpaid leave for not more than thirty days per year.

***(Article 176 edited on 24.06.10 under HO-117-N)***

**Article 177. Additional Leave Privileges**

***(Article ceased to be in force on 24.06.10 under HO-117-N)***

## CHAPTER 19.

## SALARY

### Article 178. SALARY

1. Salary is the remuneration paid to an employee for the works performed under law, other legal acts or employment contract.
2. Men and women shall get equal pay for the same or equivalent work.
3. The salary shall include the base salary and all additional salary paid by the employer to the employee for the work performed.

   The base salary is the amount of the remuneration for the work performed as established by law, other legal acts or employment contract.

   Additional salary is supplements, supplementary payments, subsidies and incentive payments calculated with respect to base salary as established by this Code, by law, other legal normative/regulatory acts, collective agreement or employment contract and legal act of the employer.

   Supplement is the additional remuneration, calculated with respect to base salary, in the cases and amounts established by this Code, by law, other normative/regulatory legal acts, collective agreement or employment contract and legal act of the employer, which is paid for performing heavy, hazardous or especially heavy, especially hazardous work, and (or) overtime, and (or) night work and (or) for the work on days off and on non-working days: holidays and commemoration/memorial days established by law.

   Supplementary payment is the additional remuneration, calculated with respect to base salary, in the cases and amount established by this Code, by law, other normative/regulatory legal acts, collective agreement or employment contract and legal act of the employer, which is paid for qualification (class ranking, diplomatic rank, scientific/academic degree, title, etc.), length of service.

Subsidy is the remuneration of any type paid to the employee in the cases and amount prescribed by the collective agreement or employment contract, legal act of the employer, in addition to the basic salary, supplement, supplementary payment and incentive payment.

Incentive payment is the remuneration paid monthly, quarterly, semi-annually or lump sum in the manner and amount established by this Code, by law, other normative/regulatory legal acts, collective agreement or employment contract, legal act of the employer for proper discharge of job duties, extensive work and service, for excellent discharge of official duties.

4. The employee's salary shall depend on the qualification of the employee, conditions, quality, amount and complexity of work performed.
5. ***(Part ceased to be in force on 22.06.15 under HO-96-N)***

***(Article 178 edited, amend. on 24.06.10 under HO-117-N, amend., suppl.on01.12.14 under HO-209-N, amend. on 22.06.15 under HO-96-N)***

**Article 179. Minimum Salary**

1. The minimum monthly and hourly salary shall be established by law. Other amount of minimum monthly salary (hourly pay) may be established by law for certain branches of economy, populated areas and certain groups of employees.

   Taxes, target social payments, supplements, supplementary payments, incentive payments and other incentive allowances shall not be included in the amount of minimum salary.

2. A minimum salary higher than the minimum salary set forth in part 1 of this Article may be established by the collective agreement.
3. The amount of hourly pay or monthly salary of an employee may not be less than the amounts set forth in parts 1 and 2 of this Article.

***(Article 179 amend.on 24.06.10 under HO-117-N, amend. on 22.06.15 under HO-96-N)***

**Article 180. Organization of Remuneration for Work**

1. The minimum conditions for work remuneration, amount, professional competence and job, tariff and qualification requirements, work standards, tariffication of work and evaluation of employees shall be established by the legislation of the Republic of Armenia or the collective agreement.
2. The hourly, work-based and monthly rates, other forms of remuneration for work, their amount and conditions, work standards shall be laid down in the collective agreement or employment contracts.

2.1. The employee’s hourly rate for the current month shall be determined by dividing the base salary or titular salary for the given month by the total number of the working hours established by the legislation of the Republic of Armenia or collective agreement, or employment contract,

or by legal act of the employer, or upon consent of the parties, and the employee's daily rate for the current month shall be determined by dividing the base salary or titular salary by the total number of working days of the month established by the legislation of the Republic of Armenia or collective agreement, or employment contract, or by legal act of the employer or upon consent of the parties.

3. In case of application of the qualification system for works, the same criteria shall be applied for both men and women, and this system shall be developed in a way to exclude any gender discrimination.

***(Article 180 suppl., amend. on 24.06.10 under HO-117-N)***

**Article 181. Remuneration for Work of Officials and Servants**

The procedure and conditions of remuneration for work of persons holding political, discretionary or civil positions, as well as civil servants, officers of other state (special) services and local self-governing bodies as prescribed by law, other state officials, as well as employees of the Central Bank of the Republic of Armenia shall be established by law.

**Article 182. Indexation of Salary**

Salary indexation shall be made in the manner established by the legislation of the Republic of Armenia.

**Article 183. Remuneration for Heavy, Hazardous, Especially Heavy and Especially Hazardous Work**

1. The employee shall be paid a supplement for performing heavy, hazardous, especially heavy, especially hazardous work in the manner established by the legislation of the Republic of Armenia.
2. The employee shall be paid a supplement to his/her base pay in the amount not less than 30 percent of the base pay for performing the works set forth in the list of heavy, hazardous production, works, occupations and positions, and in the amount not less than 50 percent for performing the works set forth in the list of especially heavy, especially hazardous productions, works, occupations and positions. The lists specified in this part shall be defined by the Government of the Republic of Armenia.

***(Article 183 edited on 24.06.10 under HO-117-N, amend., suppl. on 22.06.15 under HO-96-N)***

**Article 184. Remuneration for Overtime and Night Work**

For each hour of overtime work, in addition to the hourly rate, a supplement shall be paid not less than 50 percent of the hourly rate, and for each hour of night work - not less than 30 percent of hourly rate.

***(Article 184 edited on 24.06.10 under HO-117-N)***

**Article 185. Remuneration for Work on Days off and Non‑Working Days - Holidays and Commemoration/Memorial Days**

1. The work performed on days off and non-working days–on holidays and commemoration/memorial days, unless otherwise provided by the work schedule, upon consent of the parties shall be remunerated in at least double the amount of the hourly (daily) pay rate or task rate, or it shall be compensated for by providing the employee with another day off during a month or by adding that day to his/her annual leave.
2. The work performed non-working day – on holiday and commemoration/memorial day established by law in the working schedule shall be remunerated in at least double the amount of hourly (daily) pay rate or task rate.
3. The requirements set forth in parts 1 and 2 of this Article shall not apply to the employees working in the spheres of healthcare, guardianship (trusteeship), child-rearing, electricity, gas and heating supply, communications and other specific spheres of work for employees in the case if the work is performed during any of the day of at least five consecutive non-working days (holidays, commemoration/memorial days, days off). Moreover, in the case prescribed by this part, the amount of supplement for the work performed on non-working day shall be defined upon consent of the parties, or by collective agreement.

***(Article 185 edited on 24.06.10under HO-117-N, suppl. on 12.12.13 under HO-151-N)***

**Article 186. Payment during Idle Time**

1. In case if during idle time due to no fault of the employee, the employee is not offered another job commensurate with his/her profession, qualification, which he/she could have performed without any harm to his/her health, the employee for every idle hour shall be paid at the two thirds of the average hourly rate of his/her salary, which he/she has had before the idle time, but not less than the minimum hourly rate established by the legislation.
2. In case if during idle time due to no fault of the employee, the employee, upon his/her consent, is temporarily transferred to another job with a lower salary, which is commensurate with his/her profession and qualification and not causing harm to his/her health, the employee shall paid the hourly rate he had in the month preceding the month of the idle time for each hour worked.
3. In case the employee rejects the offered temporary job, which is commensurate with his/her profession and qualification and which he/she could perform with no harm to his/her health, the employee shall be paid not less than thirty percent of the established minimum hourly rate for each idle hour.
4. The employee shall be paid a salary in the amount set forth in part 1 of this Article for being at the workplace during the idle time at the request of the employer.
5. Collective agreements or employment contracts may envisage cases when the employee may decide not to show up to work at all during the idle time.

6. The idle time occurred due to the reasons established by the legislation of the Republic of Armenia as force majeure, as well as the idle time occurred through the employee's fault shall not be paid for/reimbursed.

**Article 187. Remuneration for Incomplete Working Time**

In cases established by the legislation of the Republic of Armenia, as well as by the agreement between the employer and the employee, in cases of incomplete working time (incomplete working day or week), the work shall be remunerated commensurate with the actual time worked or the actual work performed.

***(Article 187 amend. on 24.06.10 under HO-117-N)***

**Article 188. Remuneration of Work in Case of Increase in Volume of Work/Workload**

1. If the volume of work/ workload of the employee increases compared to the established norms, his/her work shall be remunerated commensurate with the volume of the work performed.
2. Certain amounts of remuneration for work shall be prescribed by collective agreements or employment contracts.

**Article 189. Remuneration for Work for Shorter Working Time**

The conditions for the employees' remuneration for shorter working time shall be established by the legislation of the Republic of Armenia.

**Article 190. Remuneration for Work in Case of Defective Products**

1. In case of production of defective products through no fault of the employee, his/her work shall be remunerated in the amount envisaged for useful products.
2. The employee's work for defective products through the fault of the employer or for latent defects of the material being reprocessed, as well as for the defective product noticed after the acceptance of the products, shall be remunerated in the amount envisaged for useful products.
3. The work, in case of defective product through the fault of the employee, shall not be remunerated.

***(Article 190 edited on 24.06.10 under HO-117-N)***

**Article 191. Remuneration for Work in Case of Failure to Meet Work Standards**

1. If the employee fails to meet the work standards through no fault of his/her, the remuneration for work shall be made for the actual work performed. In this the monthly salary may not be less than two-thirds of his/her average monthly salary, which may not be less than the established minimum monthly salary.

2. In case of failure to meet the work standards through the fault of the employee, the work shall be remunerated commensurate with the actual work performed.

**Article 192. Terms and Procedure for Payment of Salary** ***(title amend. on 24.06.10 under HO-117-N)***

1. The salary for each month shall be calculated and paid to the employee on working days, at least once a month by the 15th of the following month.

   The employer may pay the monthly salary with periodicity of more than once a month.
2. The payment of the salary by bonds and securities shall be prohibited, except for the cases established by law.

   The salary shall be paid in the currency of the Republic of Armenia and may be paid in cash or cashless by a bank record, cheque or money transfer to the bank account mentioned by the employee.

***(Article 192 amend. on 24.06.10 under HO-117-N, suppl. on 22.06.15 under HO-96-N)***

**Article 193. Paysheets**

1. When paying the salary the employer shall, at the request of the employee, provide paysheets.
2. The amounts calculated, deducted and paid to the employees shall be indicated in the paysheet.

***Article 193 amend. on 22.06.15 under HO-96-N)***

**Article 194. Notification on New Conditions of Remuneration** ***(Article ceased to be in force on 22.06.12 under HO-96-N)***

**Article 195. Average Salary**

1. The average salary shall be guaranteed to the employees in cases prescribed by the legislation of the Republic of Armenia, collective agreements and employment contracts. A unified calculation procedure shall be established for all cases of determining the average salary as envisaged by this Code. When calculating the average salary, all types of work remuneration shall be considered (base salary, additional salary: supplements, supplementary payments, subsidies, incentives, etc.), which are applied within the given organization irrespective of the source of payment.
2. The amount of the average monthly salary of the employee shall be determined by dividing by twelve the total amount of all types of work remuneration (base salary, additional salary: supplements, supplementary payments, subsidies, incentives, etc.) calculated for the employee by the given employer during the last twelve months preceding the month in which such requirement arises.

The twelve months subject to settlement shall not include the months, during which the employee was in temporary disability/incapacity and (or) on leave and (or) had idle time through no fault of his.

In case if twelve months are not added up by one of the reasons mentioned in the second paragraph of this part or the requirement for calculation of the average monthly salary has arisen before completion of the employee's first working year, the amount of the average monthly salary of the employee shall be calculated by dividing the total amount of all types of work remuneration (except for incentive amounts) calculated for the employee during all other months within the given period of time by the number of these months, whereas the incentive payments in the average salary shall be considered by $1/12^{th}$ of the salary.

In case when the employee during the twelve months preceding the month, in which the requirement for calculation of the average monthly salary had arisen, had no factual salary calculated, or during the twelve months there are cases listed in the second paragraph of this part, instead of the average salary, the titular salary prescribed by the legislation for the employee or the average salary prescribed by the employment contract or legal act on employment shall serve as a basis for calculations. If an hourly rate is prescribed, the hourly rate shall serve as a basis for calculations.

If in the course of calculation of average salary there have been incentives calculated for the employee in the months taken out of the count in the manner prescribed by the second paragraph of this part, the incentive amount shall be taken into consideration in the average salary in the manner prescribed by the third paragraph of this part.

3. In case of five-day working week, the amount of the average daily salary shall be determined by dividing the average monthly salary by 21. In case of six-day working week, the amount of average daily salary shall be determined by dividing the average monthly salary by 25.

   The average daily salary of employees, who have worked less than one month, shall be determined by dividing the total amount of all types of work remunerations (base salary, additional salary: supplements, supplement payments, subsidies, incentives, etc.) by the number of the days worked.

4. The amount of the average hourly salary shall be determined by dividing the product of the average monthly salary and the months accounted for calculation of the average monthly salary by the number of the hours actually worked by the given employee during the months accounted for calculation of the average monthly salary.

   The average hourly salary of the employees having worked less than one month shall be determined by dividing the total amount of all types of work remuneration (base salary,

additional wage: supplements, supplementary payments, subsidies, incentives, etc.) calculated for the days worked by the number of working hours prescribed by the legislation of the Republic of Armenia or the collective agreement or the legal act of the employer for the given employee.

5. ***(Part ceased to be in force on12.11.12 under HO-220-N)***
6. ***(Part ceased to be in force on 12.11.12 underHO-220-N)***
7. In case if the average monthly salary or the average hourly salary calculated in the manner prescribed by this Article is less than the minimum monthly salary or the minimum hourly tariff rate applicable at the given moment respectively, instead of the average monthly salary or the average hourly salary, the minimum monthly salary or minimum hourly tariff rate applicable at the given moment respectively, shall be taken as a basis for calculation.

***(Article 195 amend., suppl. on 16.12.05 under HO-23-N, edited on 24.06.10 under HO-117-N, suppl. on 12.11.12 under HO-220-N, on 12.12.13 HO-151-N, suppl., edited on 22.06.15 under HO-96-N)***

**Article 196. Meeting the requirements of Employees in Case of the Employer's Bankruptcy**

In case of the employer's bankruptcy, the requirements in regard to the payment of the employees' salary and other equivalent payments shall be met in the manner established by law.

**Article 197. Payment of Salary in Case of Death of Employee**

In case of death of the employee, the salary payable to him/her and other equivalent payments shall be made to the member of the family of the deceased upon submission of the death certificate and other documents certifying the fact of the family member kinship with the deceased during six months after the death of the employee. The payments shall be made within three working days upon submission of the mentioned documents. The salary and other equivalent payments not received in the specified period shall be subject to inheritance in the manner established by the legislation.

**Article 198. Late Payment of Salary and Other Payments in connection with Labor Relations**

1. If the payment of the salary is made late in violation, through the fault of the employer, of the terms established by this Code, collective agreement or upon consent of the parties, the employer shall pay a penalty to the employee at the rate of 0,15 percent of the salary due for each day of delay, but not more than the amount subject to payment.
2. In case if the employer is recognized bankrupt, the calculation of the penalty set forth in part 1 of this Article shall be stopped from the moment the court makes a decision on bankruptcy.

***(Article 198 edited on 24.06.10 on HO-117-N)***

**Article199. Data on Salary and Other Working Conditions**

The data on the salary and other conditions of work of the employee shall be provided or divulged only in cases established by the legislation of the Republic of Armenia or upon consent of the employee.

## CHAPTER 20.

## GUARANTEES AND COMPENSATIONS

### Article 200. Conditions of Remuneration for Educational Leave

1. The employee studying in a general, secondary vocational or higher educational institutions/establishments shall be paid for his/her educational leave by the employer in the amount not less than the average daily salary of the employee for each day in case the employee was sent to acquire education by the employer.
2. The issue of payment for the educational leaves of the employees taking entrance examinations or studying on their own initiative may be regulated under a collective agreement or upon consent of the parties.

### Article 201. Vocational Training of the Employees Having Received Notification on Termination of Employment Contract

The employees who have received notification on the termination of the employment contract in cases envisaged by para.1, 2 and 3 of part 1 of Article 113 of this Code may be sent to obtain a profession commensurate with the requirements of the local labor market or to improve their qualifications. The procedure for their professional education or improving qualification shall be established by the legislation of the Republic of Armenia.

***(Article 201 amend. on 27.02.06 under HO-39-N, on 24.06.10 under HO-117-N)***

### Article 201.1 Vocational Training Provided by Employer

1. The employer, at his/her own expense, may organize vocational training on contractual basis up to six months of duration for the apprentices/interns or the persons being hired for work in the organization or elsewhere, paying a stipend to the apprentice /intern throughout the training period at least the minimum salary established by law.

***(Article 201.1 amend. on 24.06.10 under HO-117-N, edited on 22.06.15 under HO-96-N)***

**Article 202. Remuneration for Work in Case of Transfer of the Employee to another Job due to State of Health**

1. If the employee's health has deteriorated due to work performed (he/she is unable to perform the previous work because of an injury, occupational disease, other reasons for impairment of health) and if it is impossible to transfer him/her to another job commensurate with his/her profession/occupation, qualification and state of health due to no relevant job at the given organization, he/she shall, in the amount established by the legislation, be paid a benefit until the opinion of the state medical-social expert commission on the employee's working capacity is received. If the employee was not insured against accidents at workplace and occupational diseases, the employer shall pay compensation for damage upon determining the degree of work disablement.
2. If the employee, in cases prescribed by part 1 of this Article, is transferred to a job with a lower salary, he/she shall be paid for the work performed and a compensation - the difference between the amounts of the salaries paid for his previous average monthly salary and the salary for the work performed, before getting the opinion of the medical-social expert commission on his/her disability/incapacity to work.

***(Article 202 amend. on 27.02.06 under HO-39-N)***

**Article 203. Payment for Additional and Special Breaks**

The employer shall pay the employee his/her average salary for additional and special breaks, for the calculation of which the amount of the average hourly salary shall be taken as a basis.

**Article 204. Guarantees for Health Checks**

The employee, whose health check is binding due to the nature of his/her work, shall be paid the average salary for the time spent for the health check, the calculation of which is made on the basis of the amount of the average hourly salary.

**Article 205. Compensation Stipulated by Special Conditions or Nature of Work**

The employees, whose work is performed in field conditions or is of transportation (travelling) nature, shall be compensated/reimbursed for the additional expenses incurred due to the conditions or type of work.

The minimum amount of these compensations/reimbursements and the payment procedure thereof shall be established by the Government of the Republic of Armenia. In case the compensations/reimbursements are paid from state or community budgets the maximum amount of compensations/reimbursements shall be established by the Government of the Republic of Armenia.

**Article 206. Payment in Case of Refusal to Perform the Work**

For the period during which the employee has refused to perform work for a justified reason, related to ensuring his/her safety and presence of health hazards, not undergoing training for work safety and lack of equipment for the personal and collective protection of employees, the employee shall be paid his/her average salary, for the calculation of which the amount of average hourly salary shall be taken as a basis. If the employee refuses to perform work an unjustified reason, the period not worked shall not be paid, and the damage caused to the employer shall be subject to compensation in the manner established by the legislation of the Republic of Armenia.

**Article 207. Guarantees for Donors**

On the day of blood or blood components donation by donor, he/she shall be exempt from job duties performance. The employee shall be obliged to notify the employer of not showing up to work not later than one day in advance. The employer or his/her representative shall not raise difficulties for the employee to donate his/her blood or its components.

***(Article 207 amend. on 24.06.10 under HO-117-N)***

**Article 208. Compensation for Depreciation of Instruments/Tools and Workwear of Employee**

1. The employer shall guarantee the provision of instruments/tools, equipment, special workwear and other equipment for the personal and collective protection to the employee free of charge.
2. If the property specified in part 1 of this Article belonging to the employee is used in work, the employer shall be obliged to compensate the employee for the depreciation of that property of. The procedures and conditions of the compensation shall be established by mutual agreement of the employer and the employee or by the employment contract.

**Article 209. Guarantees and Compensations in Case of Business Trips** ***(title amend. on 24.06.10 under HO-117-N)***

1. The employees on business trips shall be guaranteed that during the entire period of business trip they shall retain their workplace (position) and the salary, besides, they shall be paid per diem and the costs relating to the business trip shall be reimbursed to them.
2. The minimum amount of and the procedure for the payments shall be established by the Government of the Republic of Armenia. In case the expenses of business trips are covered from state or community budgets, the maximum amount of compensations shall be established by the Government of the Republic of Armenia.
3. Persons under eighteen years of age shall be prohibited to be sent on a business trip. Pregnant women and the employees taking care of a child under one year of age may be sent on a business trip only upon their consent.

***(Article 209 amend., suppl. On 24.06.10 under HO-117-N)***

**Article 210. Guarantees and Compensations in Case of Transfer to Another Job/Workplace or Being Hired to Work in Another Place** ***(Article ceased to be in force on 24.06.10 under HO-117-N)***

**Article 211. Cases of Return of the Compensations Paid** ***(Article ceased to be in force on 24.06.10 under HO-117-N)***

**Article 212. Meeting the Monetary/Pecuniary Claims**

1. Monetary/pecuniary claims having arisen as a result of labor relations and related to the damage caused to the life or health of the employee shall be compensated by the employer in the manner established by the legislation of the Republic of Armenia.
2. The resources of the special funds set up by the Government of the Republic of Armenia may be used, in the manner established by the legislation of the Republic of Armenia, to settle the claims specified in part 1 of this Article.

**Article 213. Grounds for Making Deductions from Salary**

1. Salary deductions may be made only in cases and in the manner established by law.
2. Deductions or charges from the salary of the employee to cover the indebtedness to the employer shall be made or charged:

1) the advance payment of the salary paid to the employee;
2) the amounts overpaid due to the computational errors;
3) the amounts of the advance payment which was paid to the employee to cover the costs of a business trip or for being transferred or hired to another job/workplace or for realization of specific activities and which was not spent and returned in time;
4) the amount of compensation for the damaged caused to the employer through the employee's fault.

In cases mentioned in this part if the employee's indebtedness does not exceed his/her average salary for one month, the employer shall have the right to make deductions if he/she has issued a corresponding legal act on deductions made not later than within one month upon the date of expiry of the defined period for return of the advance payment, of making overpayment as a result of computation errors, returning the amount of the advance payment, not spent and returned in time and the date of identifying the damage caused by the employee. Deductions or charges from the salaries of employees may also be made with the purpose of covering the indebtedness of the employer, when the employee is dismissed until the end of the working year for which he/she has been provided with a leave. In this case the amount paid for the days not worked shall be charged. For those days, the charges shall be made, if the employee was

dismissed in the cases set forth in para. 6, 7, 12 and 13 of part 1 of Article 109, part 1 of Article 112, para. 5, 6, 8-10 of part 1 of Article 113 of this Code.

3. It shall not be permitted to deduct or charge the salary calculated and overpaid due to incorrect application of law, except for the cases of the computation errors.

***(Article 213 amend., edited on 24.06.10 under HO-117-N)***

**Article 214. Limitations on the Sizes of Salary Deductions**

When paying the salary, the overall size of the salary deductions and charges shall be calculated in the manner established by law, which cannot exceed fifty percent of the monthly salary of the employee. After making the deductions and charges prescribed by Article 213 of this Code the salary payable to the employee cannot be less than the amount of the minimum salary established by law, except for the cases set forth in para. 1, 2 and 3 of part 2 of Article 213 of this Code.

***(Article 213 amend., edited on 24.06.10 under HO-117-N)***

## CHAPTER 21.

## WORK DISCIPLINE

**Article 215. Ensuring Work Discipline**

1. Work discipline at workplace shall be ensured by providing organizational and economic conditions for normal and efficient work, as well as by encouraging work productivity and efficiency.
2. Disciplinary measures may be applied to the employees, who are in breach of work discipline.

**Article 216. Employee's Duties**

The employees shall be obliged to perform the obligations, assumed under the employment contract, comply with the rules of internal discipline of the organization, the work discipline, perform the established work standards, meet the requirements of safety at work and use/treat the employer's and other employees' property conscientiously, as well as immediately inform the employer of the emergence of danger threatening the life and health of people and protection of the employer's property.

**Article 217. Employer's Duties**

The employer shall be obliged to:

1) provide the employer with work specified in the contract and organize his/her work;

2) pay the employee's salary in the terms and amounts envisaged;
3) provide the employee with paid and unpaid leave in the prescribed manner;
4) provide with safe and harmless to health working conditions;
5) while hiring for employment, as well as during the work get the employee familiarized with the internal disciplinary rules, the requirements for labor safety and fire-safety procedures;
6) fulfill other duties envisaged by laws, other normative/regulatory legal acts, collective agreements and employment contracts.

***(Article 217 suppl. on 22.06.15 under HO-96-N)***

**Article 218. Work Discipline and Internal Disciplinary Rules of the Organization**

1. Work discipline are the rules of conduct established by labor legislation, other normative/regulatory legal acts containing the norms of labor law, collective agreements and employment contracts, internal legal acts of the employer, which should be followed by all the employees.
2. The internal disciplinary rules (internal legal act of the employer) of the organization shall regulate the hiring and dismissal procedures of employees, the basic rights, obligations and responsibilities of the parties to the employment contract, work schedule, time for rest, incentive measures and disciplinary liability being applied to the employees, as well as other issues concerning labor relations.

**Article 219. Incentives Applied by the Employer**

1. For conscientious performance of the employment duties the employer may apply incentives to the employees. The following types of incentives may be applied to the employee:

1) commending/expressing gratitude;
2) paying one-time monetary incentive;
3) presenting keepsakes;
4) providing with additional paid leave;
5) lifting disciplinary fines/sanctions.

2. Other types of incentives may be established by the collective agreement or the internal disciplinary rules of the organization .
3. In cases and in the manner established by law employees may be nominated for state awards.

**Article 220. Violation of Work Discipline**

Violation of work discipline shall be considered as non-performance or improper fulfillment of labor duties through the employee's fault.

**Article 221 . Gross Violation of Work Discipline**

*(Article ceased to be in force on 24.06.10 under HO-117-N)*

**Article 222. Grounds for Disciplinary Liability**

Disciplinary liability may be applied only to the employee having violated work discipline.

**Article 223. Disciplinary Fines/Sanctions**

1. The following disciplinary fines/sanctions may be imposed for violations of work discipline:

1) reprimand;
2) severe reprimand;
3) termination of employment contracts on the grounds set forth in para. 5, 6, 8-10, of part 1 of Article 113 of this Code.

2. Other disciplinary fines/sanctions may also be established by law for the employees of certain categories.
3. Disciplinary liability not envisaged by law shall be prohibited.

***(Article 223 amend. on 24.06.10 under HO-117-N)***

**Article 224. Selection of a Disciplinary Fine/Sanction**

In case of imposing a disciplinary fine/sanction, the gravity of the disciplinary violation and its consequences, the employee's guilt, the circumstances behind the violation and the work previously performed by the employee shall be taken into account.

**Article 225. Prohibition to Impose Several Disciplinary Fines/Sanctions for One Violation of Work Discipline**

One disciplinary fine/sanction may be imposed for each violation of work discipline.

**Article 226. Procedure of Imposing a Disciplinary Fine/Sanction**

Before imposing a disciplinary fine/sanction the employer shall require from the employee to provide an explanation in writing on the violation of work discipline. If, within a reasonable period set by the employer, the employee fails to provide his/her explanation without a good reason, a disciplinary fine/sanction may be imposed without explanation.

**Article 227. Term of Imposing a Disciplinary Fine/Sanction**

1. A disciplinary fine/sanction may be imposed within a month after disclosure of the violation of discipline, without counting the time of absence of the employee due to temporary disability/incapacity, being on business trip or on leave.
2. A disciplinary fine/sanction may not be imposed after a lapse of six months from the date when the violation was committed. If the violation of work discipline was disclosed during audit, inspection of financial and economic activity, monetary/pecuniary or other assets/values (inventory), the disciplinary fine/sanction may be imposed if not more than one year has elapsed from the date of the commitment of the violation.

**Article 228. Appeal against a Disciplinary Fine/Sanction**

A disciplinary sanction may be appealed under recourse to judicial (legal) settlement within one month upon entering into force of the legal act on imposing the given disciplinary fine/sanction.
***(Article 228 suppl. on 22.06.15 under HO-96-N)***

**Article 229. The Period of Validity of a Disciplinary Fine/Sanction**

If, during one year after the date when a disciplinary fine/sanction was imposed, the employee has not been imposed to a new disciplinary fine/sanction, it shall be regarded as cancelled.

**Article 230. Lifting Disciplinary Fine/Sanction**

The disciplinary fines/sanctions may be lifted before the end of one year, if the employee has not committed a new disciplinary violation and keeps working conscientiously.

## CHAPTER 22.

## MATERIAL LIABILITY

**Article 231. Grounds for Incurring Material Liability**

Material liability is incurred when one party (employer or employee) to the employment contract causes damage to the other party through non-performance or improper fulfillment of his/her official duties.

The liabilities having arisen as a result of causing damage shall be regulated by the Civil Code of the Republic of Armenia, unless otherwise provided by this Code.

**Article 232. Conditions of Incurring Material Liability**

Material liability is incurred if all of the following conditions are present:

1) damage has been caused;
2) damage has been caused as a result of illegal activity;
3) there is a cause-and-effect relation between the illegal activity and emergence of the damage;
4) the fault of the offender is evident;
5) the offender and the affected party at the time of violation of the rights were in labor relations;
6) the emergence of the damage is related to labor activities.

**Article 233. Considering the Fault of the Affected Party**

If the damage was caused through fault of the injured or deceased employee, as a result of his/her gross negligence, the compensation of damage shall be reduced with account of the degree of guilt or a claim for damages compensation shall be rejected.

**Article 234. Cases of Emergence of the Employer's Material Liability**

The employer's material liability is incurred in cases if:

1) the employee having not been insured against accidents at the workplace or against occupational diseases has contracted an occupational disease, has been injured or died;
2) the damage was caused as a result of loss, destruction or uselessness of the employee's property;
3) other violations of the property rights of the employee and other persons have been committed.

The employer shall compensate the damage caused by him/her in the manner established by the Civil Code of the Republic of Armenia.

**Article 235. Compensation of Damage in Case of Reorganization of the Organization**

In case of reorganizing of the organization, which is under an obligation to compensate the damage, the obligation for compensation of the damage shall pass by way of succession in accordance with the transfer act or the spin-off balance sheet.

**Article 236. Compensation of Damage in Case of Liquidation of the Organization**

In case of liquidation of the organization the damage caused to the employee shall be subject to compensation in the manner established by the Civil Code and other laws of the Republic of Armenia.

**Article 237. Cases of Employees' Material Liability**

The employee shall be obliged to compensate the damage caused to the employer, which has emerged due to:

1) destruction or loss of the employer's property;
2) allowing overspend/overconsumption of materials;
3) employer's compensation of the damage caused to other persons when fulfilling the employee's job responsibilities;
4) expenses made as a result of the damage caused to the property of the employer;
5) improper maintenance of material values/assets;
6) deliberately not undertaking measures to prevent production of defective products and embezzlement of material or monetary/pecuniary assets.

**Article 238. Limits of Employees' Material Liability**

The employee shall be obliged to compensate the employer in full for the damage caused, but not more than the amount of his/her average salary for three months, except for the cases prescribed by Article 239 of this Code.

**Article 239. Cases of Compensation of Damage in Full by Employees**

The employee shall be obliged to compensate the employer in full for the damage if:

1) the damage has been caused deliberately;
2) the damage has been caused as a result of a corrupt activity of the employee;
3) an agreement of full material liability has been concluded with the employee;
4) the damage has been caused as a result of the loss of instruments/tools, equipment, special cloths and equipment for the personal and collective protection of employees provided to him/her for work, as well as the loss of materials, semi-finished products or goods;
5) the damage has been caused in a way or to the property, in the case of which full property liability is envisaged by law;
6) the damage has been caused under the influence of alcoholic drinks/beverages or narcotic or psychotropic substances.

**Article 240. Agreement on Full Material Liability**

1. An agreement on full material liability may be concluded with the employees whose work is directly related to maintenance, acceptance, writing-off, sale, purchase transportation or use of the material assets. The agreement on full material liability shall be concluded in writing. It must provide for what types of material assets for which the employee shall assume full material liability, as well as the obligations of the employer regarding the conditions which could ensure the prevention of damages.

2. An agreement on full material liability may not be concluded with the employees under eighteen years of age.

**Article 241. Determining the Amount of Damage Subject to Compensation**

1. The damage subject to compensation shall include the actual damage and lost benefit.
2. Damages shall be deemed the expenses incurred or to be incurred by the person, whose right has been violated, for the restoration of violated right, the loss or damage of his/her property (actual damage), as well as unearned incomes, which that person would have earned under the common conditions of civil turnover, if his/her right had not been violated (lost profit).
3. The employer that has compensated the damage incurred by the employee (while performing service, official or other work duties, driving vehicles, etc.) shall have the right to claim (regress) over this employee in the amount of the paid compensation, unless other amount is established by law.

## CHAPTER 23.

## SAFETY AND HEALTH OF EMPLOYEES

**Article 242. Safety and Health of Employees**

Safety and health of the employees is a system of maintaining the life and health of employees during the working activity, which includes legal, socio-economic, organizational and technical, sanitary-hygienic, medical and preventive, rehabilitation and other measures.

**Article 243. The Right of Employees to Safe Work**

1. During the work every employee shall be provided with proper, safe and harmless for health working conditions as established by law.
2. The employer shall be obliged to ensure the safety and health of the employees at workplace. Taking into account the size of an organization and the level of danger of the production for employees, the employer shall establish within the organization or hire a certified occupational safety and health service or shall personally fulfill this function.
3. The classification of the working conditions and the minimum permissible level and number of hazardous factors shall be established by law and other legal acts.

***(Article 243 amend., suppl. on 24.06.10 under HO-117-N)***

**Article 244. Ensuring Normal Working Conditions**

The employer shall be obliged to ensure normal working conditions so that the employees can fulfill the work standards. These conditions are as follows:

1) due operating conditions of mechanisms, equipment and other means of work;
2) timely provision of technical documents;
3) adequate quality and timely provision of materials and instruments/tools required for the performance of the work;
4) electricity, gas and other types of energy supply for the production;
5) working conditions, which are secure and harmless for health (adherence to safety norms and rules, adequate lighting, heating, air conditioning, ensuring that the noise, radiation, vibration and other dangerous factors with negative impact on the health of the employee do not exceed the set minimum level);
6) other conditions necessary for the performance of certain work.

**Article 245. Furnishing the Workplace**

1. The workplace and working environment of every employee shall be safe, comfortable and non-harmful for health; it shall be equipped in accordance with the requirements laid down in normative/regulatory legal acts on assurance of safety and health of employees at work.
2. Newly constructed and reconstructed sites (complexes, enterprises, plants, workshops, etc.) shall be put into operation in the manner established by the Government of the Republic of Armenia.

**Article 246. Work Equipment**

1. Only the work equipment, which are in good working condition and meet the requirements set forth in normative/regulatory legal acts on assurance of safety and health of employees at work shall be permitted for use in labor.
2. The minimum safety and health requirements for work equipment shall be laid down in relevant normative/regulatory legal acts on assurance of safety and health of employees at work.
3. The mandatory safety and health requirements for the production of particular work equipment or their groups, and the procedures of assessment of their conformity/compatibility shall be set by technical regulations (standards) or other normative/regulatory legal acts.
4. The requirements for ensuring the safe use of specific work equipment shall be set by the documentation accompanying the work equipment. This documentation must be provided by the producer /manufacturer along with the delivery of the equipment.
5. The compulsory continuous maintenance of potentially dangerous equipment shall be carried out by the employer unless otherwise prescribed by the contract on the use (operation) of this equipment.

***(Article 246 amend. on24.06.10 under HO-117-N)***

**Article 247. Protection from Exposure to Dangerous Chemical Substances**

1. In organizations, whose production processes involve the use, production, transportation or storage of chemical substances dangerous to human health, the employers shall establish and undertake adequate measures for safeguarding the health of employees and ensuring the protection of the environment.
2. The packaging of dangerous chemical substances shall be labeled with a sign warning of harmfulness of the dangerous chemical substances.
3. Employees must be trained and instructed to treat and work safely with specific dangerous chemical substances. Workplaces shall be equipped with collective protective equipment, special systems for the monitoring of the quantities of these substances, and alarm systems for warning employees of danger. Employees shall be provided with individual protective equipment.

**Article 248. Organizing Safe Performance of Work**

1. The work shall be organized in compliance with the requirements laid down in normative/regulatory legal acts on assurance of safety and health of the employees at work.
2. ***(Part cease to be in force 24.06.10 HO-117-N)***
3. The employer shall be obliged to adopt internal normative/regulatory legal acts on assurance of occupational safety and health of employees.
4. Failure to comply with the requirements set forth in normative legal acts on assurance of safety and health of employees at work, rules for organization and performance of works and instructions shall be deemed as violation of work discipline of the organization.

***(Article 248 amend. on24.06.10 under HO-117-N)***

**Article 249. Compulsory Medical Examinations/Checkups**

1. Employees under eighteen years of age shall be obliged to undergo a medical examination/checkup upon recruitment and with the prescribed regularity until they reach eighteen years of age.

   The regular medical examination/checkup of employees under eighteen years of age shall be conducted at the expense of the employer.

2. The employees, who are likely to be exposed to occupational risk factors, shall be obliged to undergo a pre-entry medical examination/checkup and periodic medical examinations/check up in the course of employment, according to the medical examination/checkup schedule approved by the employer. The employees who use dangerous substances in the course of their work shall undergo regular medical examination/checkup also upon changing their work within the same organization or their workplace.
3. For the purpose of protecting the health of the population, employees of the organization specializing in food industry, trading and public catering, waterworks, medical and preventive

care institutions as well as and child-rearing institutions and other organizations shall undergo regular medical examination/checkup.

4. Employees working at night or shift workers shall be obliged to undergo pre-entry medical examination/checkup and periodic medical examinations/check up in the course of employment according to the medical examination schedule approved by the employer.
5. The employer shall be obliged to approve the list of the employees, who are subject to compulsory medical examination/checkup and shall agree the medical examination schedule with the healthcare institution. Employees shall be notified of the medical examination schedule by the employer by their signature.
6. Compulsory medical examinations/checkup shall take place during working time at the expense of the employer.
7. The list of professions and activities, for which employees shall be obliged to undergo compulsory initial and regular medical examination/checkup, as well as the procedure for medical examination/checkup shall be established by the Government of the Republic of Armenia.

***(Article 249 amend. edit. on 24.06.10 under HO-117-N)***

**Article 250. Temporary Suspension of Work**

1. The work shall be temporarily suspended in accordance with the procedure prescribed by normative/regulatory legal acts:

1) the employee has not been familiarized with the occupational safety rules;
2) in the event of a breakdown/defect of the work equipment or an emergency situation;
3) the work is performed in violation of the established technical regulations;
4) the employees are not provided with collective and (or) personal protective equipment;
5) the working environment/workplace is dangerous or harmful to health or life.

2. In case of danger emerging in the organization or its subdivision, the employer shall be obliged:

1) immediately inform all the employees and the persons who are likely to be exposed to danger of the imminent danger, as well as of the measures to be undertaken to ensure the protection of the safety and life of the employees and of the actions to be undertaken by the employees themselves;
2) undertake measures to suspend the work and to instruct the employees to leave working premises and move to a safe location;
3) organize the provision of first aid to the injured, as well as the evacuation of the employees;
4) notify relevant internal and external services and authorities of the danger and the injured employees as soon as possible;

5) prior to the arrival of specialized services, start eliminating the danger with the help of the specially trained employees, employees of the occupational safety and health service of the organization, as well as the employees, who had passed respective training.

3. In the cases set forth in part 1 of this Article, when employer fails to undertake measures to protect employees from possible danger, the safety and health maintenance service of the organization, as well as the representatives of the employees shall have the right to demand suspension of work. In case the employer refuses to satisfy the requirements of the safety and health maintenance service or the representatives of the employees, then the latter shall have the right to apply to the body authorized by the Government of the Republic of Armenia in the sphere of occupational safety. The head of the body authorized by the Government of the Republic of Armenia in the sphere of occupational safety after evaluation of the situation with the protection of safety and health of the employees may make a decision obliging the employer to suspend the work. If the employer refuses to satisfy the requirements of the body authorized by the Government of the Republic of Armenia in the sphere of occupational safety, then the latter shall have the right to apply to police for the performance of the requirement to suspend the work and evacuate the employees from the dangerous work places.
4. Employees shall be obliged immediately to inform the employer of the breakdown/defect of equipment or emergency situation.
5. Every organization shall be obliged to have evacuation plans of employees.
6. Organizations, which produce, use and store dangerous substances, shall have, in the manner established by the legislation, action plans for warning about potential accident and plans for elimination of the consequences thereof.
7. Evacuation plans of employees shall be placed in visible places. The occupational safety and health service of the organization and the trade union shall be informed of evacuation and accident prevention plans and plans for elimination of accident impacts.
8. For the period when works are suspended in the cases set forth in part 1 of this Article, the average salary of the employee shall be retained, taking the average hourly rate as a basis for calculation.
9. Works must be also suspended, when natural conditions prevent from performing work safely. In the event of danger, in order to prevent accidents at workplace, the employer shall have the right to transfer employees to another work not envisaged in the employment contract in the manner established by this Code.

***(Article 250 suppl. amend. on 26.05.08 under HO-75-N, amend. on 24.06.10 under HO-117-N, on 17.12.14 under HO-256-N)***

**Article 251. Sanitary-hygienic Rooms of an Organization**

1. In accordance with the procedure established by normative/regulatory legal acts on ensuring the safety and health of employees at work, appropriate rest areas, changing rooms, locker rooms for clothes, footwear, and personal protective equipment, sanitary and personal hygiene premises with washbasins, showers, lavatories shall be installed in organizations.

2. Sanitary and personal hygiene premises of organizations where dangerous substances are used shall be furnished in accordance with the specific requirements for the design of such premises. The requirements for the design of such sanitary and personal hygiene premises must be established in normative/regulatory legal acts on ensuring the safety and health of employees at work taking into account the nature of activities, material used, and the number of employees.
3. The medical points, catering facilities in the organization shall be furnished in accordance with the requirements for furnishing such facilities and with account of the number of employees.

***(Article 251 suppl. on 20.11.14 under HO-178-N)***

**Article 252. Attestation of Employers**

***(Article ceased to be in force on 24.06.10 under HO-117-N)***

**Article 253. Participation of Employees in the Implementation of Measures to Ensure the Safety and Health of Employees**

The employer shall be obliged to inform the employees of all the issues related to the analysis, planning of ensuring the safety and health of employees, the organization and control of appropriate measures and have consultations with them. The employer shall be obliged to ensure the participation of the representative of the employees in the discussion of issues related to ensuring the safety and health of employees. The employer may establish a Committee for Ensuring the Safety and Health of Employees within the organization, the rules of procedure for operation whereof which shall be established by the Government of the Republic of Armenia.

***Article 253 amend. on 24.06.10 under HO-117-N)***

**Article 254. Instruction and Training of Employees as regard Occupational Safety and Health**

1. The employer may not require from the employee to perform work duties within the organization, if the employee has not been trained and (or) instructed to ensure occupational safety.
2. The employer shall ensure that the employee seconded to the organization from any other organization should not commence work until he/she is informed of the existing and potential risk factors in the organization and instructed to work in safety at a specific workplace.

**Article 255. Providing Employees with Protective Equipment**

1. Pursuant to normative/regulatory legal acts on safety and health at work and upon the assessment of safety and health situation in the organization, the employer shall install collective protective equipment and provide the employees with personal protective equipment free of charge.

2. If collective protective equipment is not sufficient to protect the employees against risk factors, the employees must be provided with personal protective equipment. Personal protective equipment must be adapted to work and comfortable to use, and should not pose any additional risks to the safety of the employees. Requirements for the design, production and conformity assessment of personal protective equipment shall be established by normative/regulatory legal acts on safety and health at work.

**Article 256. Organizing Medical Aid for Employees**

1. The employer must provide employees with first medical aid, in the event of accidents or outbreak of acute diseases at workplace.
2. The transfer of the employee who has fallen ill or was injured at the workplace to a healthcare facility shall be organized by the employer at his/her expense.

**Article 257. Ban on Work of Persons under Eighteen Years of Age**

Engagement of persons under eighteen years of age shall be prohibited for heavy, hazardous, especially heavy, especially hazardous work established by the legislation of the Republic of Armenia, as well as in other cases prescribed by law.

***(Article 257 edited on 24.06.10 under HO-117-N)***

**Article 258. Maternity Protection**

1. Pregnant women, women who take care of a child under one year of age shall not be engaged in heavy, hazardous, especially heavy, especially hazardous work established by the legislation of the Republic of Armenia.
2. In compliance with the list of hazardous conditions and dangerous factors of work, as well as risk assessment results of the working environment, the employer shall be obliged to determine the nature and duration of potential hazardous effect on safety and health of pregnant women and women taking care of a child under one year of age. Upon assessment and identification of the availability of potential impact, the employer shall be obliged to undertake temporary measures to ensure the elimination of the risk of dangerous factors.
3. If the elimination of dangerous factors is impossible, the employer shall take measures to improve the working conditions so that the exposure to risks is avoided for pregnant women, women taking care of a child under one year of age. If it becomes impossible to eliminate such effect as a result of the improvement of working conditions/workplace, the employer shall be obliged to transfer the woman (upon her consent) to another job within the organization. In case of absence of such possibility, the woman shall be provided with a paid leave prior to provide the pregnancy and maternity leave.
4. If a pregnant woman and woman taking care of a child under one year of age need to undergo medical examinations, the employer shall be obliged to release her from performance of work

duties by retaining her average salary, which shall be calculated on the basis of the amount of average hourly rate.

5. Apart from general break to rest and meal, breast-feeding woman shall be given an additional break of at least 30 minutes once every three hours to breast-feed a child under one year of age. In the period of breaks prescribed for feeding the child, the employee shall be paid in amount of the average hourly salary.

***(Article 258 edited, suppl., amend. on 24.06.10 under HO-117-N)***

**Article 259. Guarantees for Safety and Health of Working Disabled Persons**

The safety and health at workplace of working disabled persons shall be guaranteed by laws.

***(Article 259 amend. on 24.04,10 under HO-117-N)***

**Article 260. Notification of Accidents and Occupational Diseases Occurred at the Workplace**

1. The employee having suffered from an accidents occurred at the workplace or having contracted an acute occupational diseases (if capable), as well as the person having witnessed an accident or consequences thereof, shall be obliged immediately to notify the head of the subdivision, the employer and the service in charge of safety and health of the employees.
2. In case of death of an employee at the workplace, the employer shall be obliged immediately to inform the insurer, the Police of the Republic of Armenia and the authorized body of the Government of the Republic of Armenia responsible for occupational safety issues.

***(Article 260 amend. on 24.06.10 under HO-117-N, 17.12.14 HO-256-N)***

**Article 261. Official Investigation of Accidents and Occupational Diseases**

1. Official investigation shall be conducted with the purpose of finding out the reasons for accidents and occupational diseases. Occupational diseases and accidents are subject to mandatory registration by the employer. The procedure for the registration of occupational diseases and accidents and official investigation shall be defined by the Government of the Republic of Armenia.
2. The injured person or his/her representative may participate in official investigation of the accident or occupational disease occurred at the workplace in the prescribed procedure, has the right to get acquainted with the materials of official investigation of the accident or occupational disease, to receive the act of official investigation on the accident or occupational disease and in case of being discordant with the act may appeal against the results of the official investigation through administrative and (or) judicial procedure.

***(Article 261 amend. on24.06.10 under HO-117-N)***

**Article 262. Control and Supervision over the Safety and Health Maintenance of the Employees**

Within the scope of their powers the state authorized bodies shall exercise control and supervision over the safety and health maintenance of the employees.

## CHAPTER 24.

## LABOR DISPUTES

### Article 263. Concept of Labor Dispute

Labor dispute is disagreement between the employee and the employer being previously in labor relations that arises in the process of exercising the rights and fulfillment of duties established in the labor legislation or other normative/regulatory legal acts, internal legal acts, employment contract or collective agreement.

***(Article 263 suppl. on 22.06.15 under HO-96-N)***

### Article 264. Body Examining/Investigating Labor Disputes

1. The labor disputes shall be subject to examination/investigation through judicial procedure in the manner established by the Civil Procedures Code of the Republic of Armenia.
2. Collective labor disputes shall be settled according to the procedure set forth in Chapter 11 of this Code.
3. Labor disputes may, in accordance with the requirements of the Civil Procedures Code of the Republic of Armenia, the Law of the Republic of Armenia "On Commercial Arbitration", be referred to settlement of the arbitration tribunal if there have been an agreement concluded between the employer and the employee, or there is a possibility envisaged by the collective agreement to refer the dispute for settlement to the arbitration. The labor disputes envisaged by the Article 265 of this Code may be referred to settlement of the arbitration tribunal within the terms set forth in the same Article. The arbitration agreement shall not restrict the employee's right ensuing from the employment contract to apply to the court, except if the arbitration agreement is concluded after the dispute has arisen, and the parties irrevocably agreed to submit the dispute to the arbitration tribunal.

***(Article 264 suppl. on 19.06.15 under HO-77-N)***

### Article 265. Disputes relating to the Employment Contract

1. In case of disagreement with the change of employment conditions, termination of employment contract upon the employer's initiative or termination of the employment contract, the employee shall have the right to apply to court within one month following the receipt of the individual legal act (document). If it is revealed that employment conditions have been changed, employment contract with the employee terminated upon absence of

lawful grounds or in violation of the procedure defined by the legislation, the violated rights of the employee shall be restored. In that case the employer shall be charged, in favor of the employee, a minimum salary for the whole period of the forced idle time or the difference of the salary for the period during which the employee performed work with minimum remuneration. Average salary shall be calculated by multiplying the relevant number of the days by average daily salary of the employee.

2. For economic, technological and organizational reasons, or in case of impossibility of reinstatement of future employment relations between the employer and the employee the court need not reinstate the employee to his/her former position, making the employer obliged to pay compensation for the entire period of forced idleness in the amount of the average salary, prior to entry into force of the court judgment, and pay compensation in exchange for non-reinstatement of the employee to his/her position in the amount of not less than the average salary, but not more than twelve-fold of the average salary. The employment contract shall be deemed as terminated starting from the day of entry into legal force of the court judgment.

***(Article 265 amend., suppl. on 24.06.10 under HO-117-N, amend., edited on 12.03.14 under HO-5-N)***

**Article 266. Judicial Expenses for Labor Disputes**

Judicial expenses for labor disputes shall be made in the manner established by law.

**R. Kocharyan**
**President of the Republic of Armenia**

December 14, 2004

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