

## Non-official translation

*Adopted 2010, June 24*

### **The Law of RA. On amendments to the Labor Code of RA.**

**Clause 1.** In the first part of clause 4 of the labor code (hereinafter, Code) of the Republic of Armenia from 9 November 2004:

1. To give the following wording to the first paragraph:

“1. The labor relations in RA are regulated by RA Constitution, this Code, by laws, other legal acts and collective agreements”.

2. To give the following wording to point 8:

“8. The rights, duties and responsibilities of the workers’ representatives - trade unions, the representatives (bodies) elected by the staff meeting (conference) as well as employers’ unions and their representatives”.

**Clause 2.** To give the following wording to clause 5 of the code:

“Clause 5. INTERNAL AND INDIVIDUAL LEGAL ACTS OF THE EMPLOYER.

1. Internal and individual legal acts of the employer are adopted in the form of orders or directions, and if specified by the legislation, in the form of other legal acts.

If internal and individual legal acts comprise clauses that are less favorable than the conditions specified for the workers by the labor code and other normative legal acts comprising labor rights norms, then such acts and corresponding parts have no legal force.

2. Internal legal acts are adopted in cases of establishing internal disciplinary rules of the organization, setting work (shift) and leisure schedules, involving the employees in overtime work and being on duty, as well as in cases stipulated by this code and other legal acts.

3. To regulate individual labor relations the employer adopts individual legal acts.

4. The internal and individual legal acts, adopted by the employer are valid after notifying the relevant people in due course, if another period is not stipulated by those legal acts.

5. The internal and individual legal acts, adopted by the employer, are kept in the archive as

specified by the RA legislation.

**Clause 3.** In part 8 of clause 7 of the code after the words “labor relations” the words “with the exception of the relations concerning labor time and leisure schedules, wages, workers’ safety and health” must be added.

**Clause 4.** To give the following wording to clause 14 of the code:

“CLAUSE 14. BASES FOR THE LABOR RELATIONS.

1. Labor relations between the worker and the employer arise on the basis of written labor contract made according to the labor legislation, as well as at the agreement of the parties by the individual legal act on recruitment.

2. Provisions of this code on regulating contractual relations also apply to the regulation of the employment relations based on the individual legal acts on recruitment.

**Clause 5.** In clause 17 of the code:

1. To give the following wording to part 2:

“2. Working persons between 14 and 16 years of age who work under a labor contract according to the written agreement of either one of the parents, or the adopter or the patron are considered workers.”

2. To add the following to part 2.1

“2.1 Persons between 14 and 16 years of age can be engaged only in temporary works not harmful for their health, safety, education and moral according to the clause 101, the first point of the first part of clause 140 and clause 155 of the given code

3. To give the following wording to part 3:

“Persons between 14 and 18 years of age cannot be engaged in work on days off, on holidays or memory days with the exception of participation in sports and cultural events”.

4. To add the following to part 4:

“With persons between 14 and 16 years of age a temporary labor contract is to be signed”.

**Clause 6.** In clause 18 of the code:

1. after the word “type” in part 2 the words “and a physical person” must be added

2. part 3 must be considered invalid.

**Clause 7.** In point 2 of part 1 of clause 20 after the word “special” the words “or professional” must be added.

**Clause 8.** To give the following wording to the first part of clause 23:

“1. Representatives of workers such as trade unions or representatives (body) elected by the staff meeting (conference) are authorized to represent the rights and interests of workers and to defend them in the course of labor relations.

In case of absence of trade union(s) in the company or if the existing trade union does not unite more than the half of the company's workers, the staff meeting (conference) elects representatives (body).

The existence of representatives (body) elected by the staff meeting (conference) must not prevent the implementation of the trade unions' functions.

In case of absence of workers' representatives in the company the functions of defending the representation and interests of workers may be transferred by the staff meeting (conference) to the appropriate branch or regional trade unions.

In that case the staff meeting (conference) elects a representative/representatives, who take/s part in collective bargaining with the given employer within the delegation of the branch or regional trade union.”

**Clause 9.** To give the following wording to clause 24 of the code:

“Clause 24. REGULATION OF THE ACTIVITY OF THE BODIES REPRESENTING THE WORKERS' RIGHTS AND INTERESTS.

In defending labor, professional, economic and social rights and interests of workers their representatives are guided by the given code, the law, other normative legal acts and their charters.”

**Clause 10.** To give the following wording to clause 25 of the code:

“Clause 25. **The rights of workers' representatives.**

1. The workers' representatives have the right:

1) to develop their own charters and regulations, freely elect their representatives, organize their administration and activity and make their programs,

2) to get information from their employer as defined by this code,

3) to submit suggestions concerning organization of the work process to the employer,

4) to hold collective bargaining, sign collective agreements, carry out control over their implementation,

5) to exercise non-state control over implementation of labor legislation and other legal acts containing norms of labor rights in the organization,

6) to appeal to court in case infringement of the workers' representatives' rights in the given company with decision or actions on behalf of employer or his/her authorized representative or in case if those decisions/actions are contradictory to the RA legislation, collective and labor contracts,

7) to take part in development of production plans and their implementation,

8) to submit suggestions to the employer concerning improvement of labor and leisure conditions of the workers, implementation of new equipment, improvement of manual work, review

of production norms, salary rates and payment regulations.

2. In addition to what is stipulated by part 1 of this clause trade unions have the right:

- 1) to ensure agreement between employers' and workers' interests within collective labor relationship on different levels of social partnership,
- 2) to submit suggestions to state and local authorities,
- 3) to declare and lead strikes.

3. According to the collective agreement workers' representatives may be retained additional authorities not contradicting the legislation."

**Clause 11.** In clauses 33 and 35, point 4 of clause 41, in part 3 of clause 250 the words "trade unions" in their prepositional cases must be changed for "workers' representatives" in the prepositional cases accordingly.

**Clause 12.** Part 3 of clause 37 of the code must be considered invalid.

**Clause 13.** In clause 38 of the code:

- 1) To give the following wording to part 2:

"2. The defense of labor rights is carried out by workers' representatives."

2) after the words "of the body" in point 4 of part 3 the words "or legal of the employer" must be added after the words "of the body", in point 5 the words "of the employer" must be added to the word "the body", and after the word "contradictory" the word " legal" must be added."

**Clause 14.** To give the following wording to clause 44 of the code:

"Clause 44. PECULIARITIES OF APPLICATION OF THE NORMS OF SECTION 2 OF THE GIVEN CODE.

1. The norms specified in the second section of the given code are applied in the order specified by the given code to the state and local autonomous bodies as well as to the workers of the Central Bank of RA.

2. The norms specified in the second section of the given code are not applied to the labor relations involving the workers' of special services, persons holding political, discretionary and civil posts."

**Clause 15.** In part 1 of clause 45 of the code after the words "of the employer representative" the words "and of the workers' representatives" must be added.

**Clause 16.** In part 1 of clause 55 of the code the words “of the trade union” must be changed for the words “of the representatives”.

**Clause 17.** To give the following wording to clause 56 of the code:

“Clause 56. THE PARTIES OF THE COLLECTIVE AGREEMENT OF THE ORGANIZATION

1. The parties of the collective agreement of the organization are the staff of the organization in the person of the functioning workers’ representative, and the employer in the person of the manager of the organization or an authorized person.

2. In case of more than one representatives of workers in the organization the collective agreement of the organization is signed between the united body of representatives of workers and the employer.

3. The united body of workers’ representatives is made up of workers’ representatives after relevant negotiations. If because of disagreement among the workers’ representatives the united body of representatives is not formed the decision on forming this united body of representatives can be made by the staff meeting (conference).

4. In case of absence of workers’ representatives in the organization and in the event of transfer of the functions of workers’ representation and the defense of their interests to the regional or branch trade unions the parties of the collective agreement are the employer and the relevant regional or branch trade union.

**Clause 18.** In clause 59 of the code:

1. In part 4 after the words “with the exception” the words “in case of reorganization of the company, as well as” must be added.

2. Part 5 must be considered invalid.

**Clause 19.** In clause 74 of the code:

1) to remove the words “including preventive” from part 1,

2) to supply part 1.1 with the following.

“1.1 In case of absence of the trade union in the organization the function of declaring a strike by the decision of the staff meeting (conference) is transferred to the relevant branch or regional trade union.”

**Clause 20.** To give the following wording to the title of chapter 12 of the code:

“LABOR CONTRACT”

**Clause 21.** To remove the words “or provide certain services” from clause 83 of the code.

**Clause 22.** To give the following wording to clause 84 of the code:

“Clause 84. THE CONTENT OF THE INDIVIDUAL LEGAL ACT ON RECRUITMENT.

In the individual legal act on recruitment the following is mentioned:

1. The date, month, year and the place of adopting the individual legal act
2. First name, surname and patronymic name (as long as the person wishes) of the worker.
3. The title of the organization or the first name, the surname and the patronymic name (as long as the person wishes) of the employer as a physical person.
4. Structural division (if available).
5. The date, month, year of taking the position.
6. Position title and (or) work functions.
7. Salary rate and (or) the way of specifying it.
8. Extra- or complementary payments given to the workers by the specified order.
9. Time period of the labor contract (if necessary)
10. Duration of the probation period on the agreement of the parties.
11. Duration of the work time (in case of setting a part-time work period).
12. Grounds for the adoption of the legal act (the person’s application, agreement on transferring the worker to another employer, a written labor contract, etc.) if available.
13. The position, the first and the second name of the person signing the legal act.

2. Provisions 2-11 of the first part of the given clause, as well as the date, month, year and the place of signing the labor contract are mentioned in the written labor contract.

3. At the agreement of the parties other terms may be included in the individual legal acts on recruitment and written labor contract as well.”

**Clause 23.** To supply the code with clause “84.1” with the following:

“Clause 84.1 THE LABOR CONTRACT AND THE LAW.

1. The labor contract must correspond with the law in force at the moment of signing of the contract, or with the compulsory for the parties regulations (imperative norms) defined by other legal acts.

2. If after signing a labor contract a law or other normative legal act were adopted, which define compulsory regulations for the parties different from those in force at the moment of signing the contract, the terms of the signed contract are still in force, with the exception of cases when it is defined by the law or other normative legal act that their application referred to the relations raised by the previously signed contract. In case of more favorable terms defined by the legislation, the

labor contract must be brought to conformity with the requirements of the legislation.”

**Clause 24.** To give the following wording to clause 85 of the code:

“Clause 85. PROCEDURE OF SIGNING THE LABOUR CONTRACT

1. According to the labor legislation, the written labor contract is signed in two copies with the signatures of the parties by making one document.
2. Before the worker assumes his/her responsibilities the employer or an authorized person must introduce in due course him/her to the work conditions, collective agreement (if available), inner discipline rules and other legal acts of the employer, regulating the workers’ activity at workplace.
3. The employee must start work on the day mentioned in the labor contract. The absence of the employee with an unreasonable excuse on the day mentioned in the labor contract is grounds for termination of it.

**Clause 25.** To consider the last paragraph of part 1 of clause 89 invalid.

**Clause 26.** To supply part 3 of clause 90 of the code with points 4- 8 of the following content:

“4. The period of getting unemployment benefit (is filled in by an authorized body)

5. The period of being in the HR reserve of such state services, which is registered in the record of work experience in accordance with normative legal acts (is filled-in by the authorized body).

6. Period of full-time study at the vocational or higher educational establishment (filled in by the employer at whose establishment the person is employed after graduation)

7. Period of compulsory military service (filled in by the employer at whose establishment the person is employed after demobilization).

8. Grounds for the record: number of the legal act, date, month, year of adoption.

**Clause 27.** In point 2 of part 3 of clause 91 of the code the words “employed through elections” must be changed for the words “those taking elective position”.

**Clause 28.** To give the following wording to clause 95:

“Clause 95. LABOR CONTRACT SIGNED FOR A DEFINITE PERIOD OF TIME.

1. A contract is signed for a definite period of time, if the labor relations cannot be determined for an indefinite period of time, taking into account the nature of the work to be done or the terms of fulfillment, if there is not any other specification by this code or by the laws.

2. A labor contract for a definite period of time can be signed for a definite period of time or in terms of calendar days, or by determination of completion of works defined by the labor contract.

3. Contracts for a definite period of time are also signed with:

- a. workers in elective positions for the elected period of time
- b. workers combining jobs
- c. workers performing seasonal jobs
- d. workers performing temporary work (up to two months)
- e. workers substituting other temporarily absent workers
- f. foreigners for the period of for work permission or for the period of validity of resident's right"

**Clause 29.** Clause 97 of the code must be considered invalid.

**Clause 30.** Part 3 of clause 100 of the code must be considered invalid.

**Clause 31.** In clause 101 of the code:

1. in the part 2 the words "the payment is defined by part 2 of clause 185 of the code" must be changed for the words "paid by at least the double rate of hourly (daily) or piece-rate pay".
2. Part 3 must be considered invalid.

**Clause 32.** In clause 102 of the code:

1. To give the following wording to the first part:

"1. Work done without the labor contract defined by this code is considered illegal."

**Clause 33.** In part 2 of clause 103 of the code after the word "can" the words "being in labor relations with the employer" must be added.

**Clause 34.** To give the following wording to clause 105 of the code:

"Clause 105. MAKING CONSIDERABLE CHANGES IN WORK CONDITIONS.

1. In case of changes in the volume of production and/or economic and/or technological and/or labor management conditions considerable changes in work conditions are allowed.
2. Transfer of the worker to another place with the same employer as well as to another

employer, salary rate, benefits, work schedule, establishment and elimination of part-time jobs, grades and job titles are all considerable conditions, about the change of which the employer must notify the worker within the period of time defined by clause 115 of this code.

3. The employer can change the terms of payment without the workers' written consent only in case of changes of the terms of payment by the law or collective agreement.

4. The worker cannot be transferred to another job, which is contra-indicated due to his health condition as stated by the medical examination commission.

5. If the former considerable labor conditions cannot be retained, and the worker does not give his/her consent to continue working under new conditions, the labor contract is terminated in accordance with point 9 of part 1 of clause 109 of the given code.

**Clause 35.** The words "the first, the third and the fourth" in part 1 of clause 106 of the code must be changed for the words "the fourth and the sixth", and the words "and with part 2" must be removed.

**Clause 36.** To give the following wording to clause 109 of the code:

"Clause 109. **Grounds for termination of the labor contract.**

The labor contract can be terminated:

1. At the consent of the parties.
2. In case of expiry of the contract period.
3. At the workers' initiative.
4. At the employer's initiative.
5. In case of the workers' mobilization.
6. Upon an effective court decision, according to which the worker is imposed a sentence, which prevents him/her from continuing work.
7. If the worker is deprived of the right to do certain kinds of work as defined by the legislation.
8. If the worker is under 16 and one of the parents or the adopter or the guardian or the doctor or responsible for his/her health or a state labor inspector demand termination of the contract.
9. In case of considerable changes in working conditions.
10. In case of the death of the employer (physical person)
11. In case of the workers' death.
12. In case if provided the information according to the points 3 and/or 4 of clause 89 of this code is false.
13. In case of hiding the fact of being deprived of the rights of doing certain kinds of work while the labor contract was signed.

2. In cases defined by the given clause, termination of the contract is executed by the employer's individual legal act."

**Clause 37.** In part 3 of clause 111 of the code after the word "instead of" the words "as well as to the workers who undertake certain work stipulated by the labor contract" must be added.

**Clause 38.** In part 1 of clause 112 of the code the word "fourteen" must be changed for the word "thirty".

**Clause 39.** To give the following wording to clause 113 of the code:

"Clause 113. TERMINATION OF THE LABOR CONTRACT AT THE EMPLOYER'S INITIATIVE.

1. The employer has the right to terminate the contract signed for an indefinite period of time with the worker as well as the contract signed for the definite period of time before the expiry of the contract period in case of:

- 1) liquidation of the company (termination of the individual entrepreneur's activity)  
changes in production volume and/or economic and/or technological and/or work management conditions, and/or reduction of number of workers and/or staff caused by productive necessity
- 2) inadequacy of the worker to the post held or work performed
- 3) re-establishment of the worker at the former workplace
- 4) the worker's failure at regular intervals to carry out the responsibilities stipulated by the labor contract or inner discipline rules without reasonable excuse
- 5) losing confidence in the worker
- 6) the worker's long-term disability (if the worker was absent from work because of temporary disability for more than 120 days in succession, or during the last 12 months for more than 140 days, if it is not stipulated by the law or other normative legal acts that in case of certain diseases the workplace and the post are retained for a longer period of time)
- 7) being at work under the effect of alcoholic drinks, drugs or psychotropic substance
- 8) being absent from work the whole day (shift) without a reasonable excuse
- 9) the workers' refusing or avoiding compulsory medical examination
- 10) the workers' coming of pension age, if not stipulated otherwise by the labor contract.

2. In accordance with the grounds of points 1, 2, 3, 7 and 11 of part 1 of the given clause the employer is obliged to notify the worker of the termination of a contract signed for a definite or indefinite period of time within the time stipulated by clause 115 of the given code.

3. The employer can terminate the labor contract on the grounds stipulated by points 2, 3, 4 of part 1 of the given clause if the worker was offered another job that corresponds to his/her profession, qualification and health condition, but the worker refused the offered job.

In case of absence of relevant opportunities to the employer the contract is terminated without offering the worker a different job.”

**Clause 40.** In clause 114 of the code:

1. In point 1 of part 1 after the words “in the period of time” the words “with the exception of cases stipulated by point 7 of part 1 of clause 113 of the given code” must be added.

2. To add new points 2.1 and 2.2 to part 1:

“2.1) With pregnant women: from the day on which their employer receives a medical certificate confirming pregnancy, and for another month after maternity leave,

2.2) during the whole period of taking care of a child under the age of one year except for the cases specified in the clauses 1, 3, 5 of part 1 of the Article 113 and Article 123 of the given code.

3) To remove the words “or recognizing the employer’s bankruptcy” from part 3

4) To give the following wording to point 5 of part 4:

“5) age, with the exception of cases defined by law”.

**Clause**

**41.** In clause 115 of the code:

1. To change the words “the third” in part 1 for the words “the second”, and to edit the second paragraph in the following way: “On the grounds stipulated by point 9 of part 1 of clause 109 of the given code and of points 3, 7 and 11 of part 1 of clause 113 in case of terminating the labor contract the employer is obliged to notify in written form the worker who has worked up to one year not later than 14 days prior, the worker having worked from a year to five years- 35 days prior, the worker having worked from 5 to 10 years - 42 days prior, the worker having worked up to 15 years - 49 days prior, the worker having worked for more than 15 years - 60 days prior.

2. To change the word “hourly” for the word “daily” in part 2.

**Clause 42.** In part 1 of clause 116 after the words “the data” the words “on the profession and gender and age grounds”.

**Clause 43.** Clause 117 of the code must be considered invalid.

**Clause 44.** In clause 119 of the code:

1. To remove the words “(of the trade union)” and the words “for part 1 of clause 123” from part 1 and change the words “the second, the fifth- the seventh” for the words “the fifth, the sixth, 8-10th”.

2. To remove the word “labor” from part 4

**Clause 45.** In clause 120 of the code:

- 1) To change the word “the fourth” for the word “ the third” in part 1:
- 2) To change the word “medical” for the words “medical-social examination” in part 3.

**Clause 46.** In clause 121 of the code:

1. To give the following wording to part 1:

“1. The employer has the right to terminate the labor contract on the grounds defined by point 5 of part 1 of the clause 113 of the given code, if the worker who has violated labor discipline has at least two uncleared penalties”.

2. Part 2 must be considered invalid.

**Clause 47.** To give the following wording to clause 122 of the code:

“Clause 122. TERMINATION OF THE LABOR CONTRACT BECAUSE OF LOSING CONFIDENCE IN THE WORKER.

The employer has the right to terminate the labor contract with the worker in whom he has lost confidence on the grounds stipulated by point 6 of part 1 of clause 113 of the given code, if the worker:

- 1) dealing with monetary or product values performed such actions, in the result of which the employer sustained financial losses,
- 2) performing educational functions has done something incongruous with his further work
- 3) promulgated state, official, trade or technological secret information or informed about that the competitors.

**Clause 48.** To give the following wording to clause 123 of the code:

“**Clause 123.** TERMINATION OF THE LABOR CONTRACT WITH INITIATIVE OF EMPLOYER AND WITHOUT NOTIFYING TO WORKER”

In cases stipulated by points 5, 6, 8-10 of part 1 of clause 113 of the given code the employer has the right to terminate the labor contract without notifying the worker.”

**Clause 49.** In part 1 of clause 124 of the code after the words “with definite period of time” the word “compulsory” must be added.

**Clause 50.** Clauses 125 and 157 of the code must be considered invalid.

**Clause 51.** In clause 126 of the code after the word “for” the words “if there is no reduction of the number of workers and/or staff” must be added.

**Clause 52.** To give the following wording to clause 128 of the code:

“Clause 128. TERMINATION OF THE LABOR CONTRACT IN CASE OF DEATH OF THE PHYSICAL PERSON –EMPLOYER.

In case of death of the physical person-employer the labor contract can be terminated by his descendants. If there are not any, the contract is considered terminated on the day of the employer’s death.

**Clause 53.** To give the following wording to clause 129 of the code:

“Clause 129. A DISMISSAL BENEFIT.

1. On grounds stipulated by points 1,2,4 of part 1 of clause 113 of the given code in case of terminating the labor contract the employer pays the worker a dismissal benefit at average monthly payment rate and in cases stipulated by 3, 7, 11 of clause 113 as well as by point 9 of part 1 of clause 109 and by clause 124 in case of terminating the contract, the employer, taking into account the uninterrupted record of work, pays the worker a dismissal benefit in case of:

- 1) having worked up to one year – for 10 days, at the rate of the average daily pay
- 2) having worked from one to five years – for 25 days, at the rate of the average daily pay
- 3) having worked from five to ten years – for 30 days, at the rate of the average daily pay
- 4) having worked from ten to fifteen years – for 35 days, at the rate of the average daily pay
- 5) having worked from fifteen and more years – for 44 days, at the rate of the average daily pay.

2.A pay of dismissal benefit for a longer period of time can be stipulated by a collective or labor contract”.

**Clause 54.** Add a new part 1.1 in clause 130 of the code with the following content:

“1.1 If the worker transfers to another job with the same employer the employer does not make a final calculation”

1) to add a new part 2.1:

“2.1 in case of the death of the physical person- employer the responsibility of making a final calculation is transferred to those who accept succession, but in case of the absence of descendants or their refusal to accept succession, to the person or body, that accept the property, according to its value.”

**Clause 55.** In clause 133 of the code the words “the employer defines due to the terms of the requirements of the given code” must be changed for the words “are defined by the law”.

**Clause 56.** To give the following wording to part 3 of clause 139 of the code:

“3. Maximum duration of the working time, including overtime work, must not exceed 12 hours daily (including time for rest and meals), and 48 hours during the week.”

**57.** To give the following wording to part 1 of clause 140 of the code:

“1. Short duration of the working time is stipulated for:

1) workers from 14 to 16 years old – 24 hours a week

2) workers from 16 to 18 years old – 36 hours a week

3) For the workers at whose workplace the allowed marginal level of the dangerous factors cannot be reduced to not dangerous level for health defined by legal acts on workers’ health and safety because of technical or other reasons, the working time is to be defined not more than 36 hours a week.”

**Clause 58.** In clause 142 of the code:

1. To change the words “with the trade union” for the words “with the body having signed the collective agreement” at the first part.

2. To give the following wording to the second sentence of part 2:

“For the workers of the universal schooling a six-day working week can be stipulated with one day-off, if the work cannot be organized within a five-day workweek.”

3. To edit the second sentence of part 3 in the following way: “The employer is obliged to

notify the worker about the changes in the work (shift) schedule not later than two months prior to the legal act coming into force. The employer is obliged to provide for the workers' balanced work (shift) schedule.

4. In part 4 after the words "is prohibited" the words "with the exception of the case stipulated by point 4 of part 1 of clause 145 of the given code".

**Clause 59.** In clause 144 of the code:

1. The second paragraph of part 1 must be considered invalid.

2. To give the following wording to point 3 of part 3:

"3) workers in conditions harmful for health and/or under the influence of dangerous factors".

3. The second paragraph of part 5 must be considered invalid.

**Clause 60.** In part 1 of clause 146 of the code:

1) The words "120 hours" must be changed for the words "180 hours" and paragraph 2 must be considered invalid.

2) The words "of the registration" in part 2 must be changed for the words "of the calculation".

**Clause 61.** In clause 147 of the code:

1) To remove the words "and of leisure" from the title

2) To add the words "and incomplete" after the word "reduced"

3) To consider part 2 invalid.

**Clause 62.** In clause 148 of the code:

1. To give the following wording to part 2:

"2. Work done during the night is considered night work".

2. Part 5 must be considered invalid.

**63.** In clause 155 of the code:

1. In part 2 the words “the government of RA” must be changed for the words “the employer”.
2. The words “and under 18 years of age” must be removed from the second paragraph of part 6.

**Clause 64.** In clause 156 of the code:

1) To give the following wording to part 1

“1. In RA days off – holidays and memory days are defined by the law”

2) The words “and under 18 years of age” must be removed from the second paragraph of part 2.

**Clause 65.** In part 1 of clause 158 of the code:

1. The word “calendar” must be changed for the word “working”.

2. The second paragraph must be considered invalid.

**Clause 66.** In clause 159 of the code:

1. To edit part 1 in the following way: “The minimum duration of annual vacation in case of a five-day workweek is 20 days, and in case of a six-day workweek – 24 working days.

2. To add new content to point 3:

“3. Longer vacations can be stipulated by the collective agreement or employer’s legal act with the exception of organizations financed from the state or community budget and the Central Bank of RA”.

**Clause 67.** In clause 160 of the code the words “with the duration of up to 35 days” must be changed for the words “with the duration of 25 working days in case of a five-day workweek and 30 working days in case of a six-day workweek”, and the words “with the duration of up to 48 days” must be changed for the words “35 working days in case of a five-day work week and 42 working days in case of a six-day workweek”.

**Clause 68.** To give the following wording to clause 163 of the code:

“Clause 163. PARTIAL GRANTING OF ANNUAL LEAVE.

At the agreement of the parties the annual leave can be granted part by part. In that case part of the annual leave must make 10 working days in case of a five-day workweek, and 12 working days in case of a six-day workweek.

**Clause 69.** To remove the words “with the exception of the period when the worker is on child-care leave before the child is three years old” from point 2 of clause 165 of the code.

**Clause 70.** In clause 167 of the code:

1. Point 3 of part 1 must be considered invalid.
2. The words “, or at the agreement of the worker and the employer the unused part of the annual leave is transferred to another period” must be removed from second sentence of part 2.
3. The words “, but not later than in 18 months, since the end of the work year at which worker either has not been granted or has been partly granted with annual leave” must be added to the words “in the work year”.

**Clause 71.** In clause 168 the words “with points 6 and 7” must be changed for the words “with points 5 and 6”, the words “the first and the second of part 1 of clause 123” must be changed for the words “the sixth, the seventh, the twelfth, the thirteenth of clause 109”, and the word “the leave” must be added to the words “the one that obtained that right”.

**Clause 72.** In clause 169:

1. Part 1 a new paragraph should be added:

“With the collective agreement or labor contract or the legal act of the employer greater payments for the annual leave than stipulated by this code can be specified, with the exception of organizations financed from the state or community budget and the Central Bank of RA”.

2. A new part 3 must be added with the following content:

“3. In accordance with clause 166 of the given code the worker engaged in the work process is paid salary irrespective of the fact of having been paid for the annual leave. The paid but unused days of the annual leave in case of using them in future are paid by the employer in the form of the average salary as defined by the given code.”

**Clause 73.** In clause 170 of the code:

1. The word “minimum” must be removed from part 1
2. The words “obtained the right of an annual leave” must be added to the words “with the consequence”.
3. The words “irrespective of their period of validity” must be removed from part 2.

**Clause 74.** A new paragraph must be added to Clause 171 with the following

content:

“2. During a leave on special purpose the worker’s workplace is retained”.

**Clause 75.** In clause 174 of the code:

1. In part 1 the words “for each exam a three-day leave is granted” must be changed for the words “a leave of three working days is granted for each exam”
2. In parts 1 and 2 the word “secondary” must be changed for the word “average”.
3. In part 2 before the words “day” and “of the days” the word “labor” must be added.

**Clause 76.** In clause 175 of the code:

1. The words “of the work” must be changed for the words “of performing official duties”
2. In part 2 after the word “the worker” the words “, and the average salary of the state or local autonomous bodies is paid at the worker’s main workplace”.
3. To edit part 3 in the following way:

“3. The workers elected as representative bodies acting in the organization are acquitted from performance of their official duties for the period of six working days to participate in events of workers’ representative bodies or, as a member of a representative body, to improve qualification. The order of release from the performance of the official duties and payment for these days is specified by the collective agreement or the staff meeting (Conference)”.

**77.** To give the following wording to the first sentence of part 3 of clause 176 of the code:

“During one year a non-paid leave for not more than 60 days can be granted to the worker as specified by the collective agreement or labor contract, or on the agreement of the parties.”

**Clause 78.** Clause 177 of the code must be considered invalid.

**Clause 79.** In clause 178 of the code:

1) to give the following wording to part 1

“1. Salary is remuneration paid to the worker against the performed work defined by the law, other legal acts or the labor contract.”

2)The words “in any manner” must be removed from part 3

3) To give the following wording to part 4:

“4. The employee’s salary depends on his/her qualification, work conditions, quality, quantity, complexity.”

**80.** In the second paragraph of part 1 of clause 179 of the code the words “The minimum of salary payment” must be changed for the words “of the minimum salary”.

**Clause 81.** In clause 180 of the code:

1) In part 1 the words “or by the collective agreement” must be added to the words “by the legislation”

2) In part 2 the words “hourly pay” must be changed for the words “hourly, a piece-rate”.

3) To supply part 2.1 with new content:

“2.1 The worker’s hourly-rate of the current month is specified by dividing the main monthly salary or position rate by the overall monthly working hours as defined by RA legislation or collective agreement or the employer’s legal act or at the agreement of the parties, and the worker’s daily rate of the current month is specified by dividing the main monthly salary or position rate by monthly working days as specified by RA legislation or collective agreement or the employer’s legal act or at the agreement of the parties”.

**82.** To give the following wording to clause 183 of the code:

“Clause 183. PAYMENT FOR FULFILLING HARD, HARMFUL, EXTREMELY HARD AND EXTREMELY HARMFUL WORKS.

1. For performing hard, harmful, extremely hard and extremely harmful work, the worker is paid extra pay as defined by RA legislation.

2. The worker is paid extra pay of not less than 30% of his/her basic rate as stipulated by the list of works performed at hard, harmful productions, work, professions, positions and indicators, and not less than 50% for extremely hard and harmful productions, work, professions, positions and indicators.

**Clause 83.** To give the following wording to clause 184 of the code:

“Clause 184. PAYMENT FOR OVERTIME AND NIGHT WORK.

“For each hour of overtime work besides the hourly pay extra pay is paid of not less than 50% of the hourly pay, and for each hour of night work – not less than 30% of hourly rate.”

**Clause 84.** To give the following wording to clause 185 of the code:

“Clause 185. PAYMENT FOR NON-WORKING DAYS, HOLIDAYS, MEMORY DAYS AND DAYS OFF.

1. Payment for days off or days, stipulated by the legislation as non-working days, work performed on holidays and memory days if it is not stipulated by the work schedule, is paid at least at the double rate of the hourly (daily) pay or a piece-rate pay at the agreement of the parties, or the worker is granted another paid day off within a month, or that day is added to the annual leave.

2. Work done on days which are non-working days: holidays or memory days, but are stipulated by the work schedule, is paid at least at the double rate of the hourly (daily) pay or the piece-rate.

**Clause 85.** In clause 187 the words “worked actually” must be changed for “actually worked”.

**86.** To give the following wording to part 3 of clause 190:

“3. In case of producing defective goods the worker does not get any pay.”

**Clause 87.** In clause 192 the word “place” must be removed from the title.

**Clause 88.** To give the following wording to clause 195:

“Clause 195. **Average salary.**

1. In cases defined by RA legislation, collective agreement or labor contract, workers are guaranteed an average salary. For all cases of determining the rate of the average salary stipulated by the given code, a unified calculation form is specified. For calculating the average salary all the ways of work payment used at the company are taken into account (basic salary, extra payments: premiums, bonuses, etc.), regardless of the payment source.

2. The average salary rate of the worker is determined, if such necessity occurs, by the employer by dividing the total sum of all the ways of payment (basic salary, extra payments: premiums, bonuses, etc.) within the previous twelve months by 12.

In the twelve full months subject to calculation the months during which the worker was in temporary disability, on leave, or on a standstill not through his/her fault, must not be involved.

If twelve months are not completed for one of the reasons mentioned in point 1 of the given

part, the rate of the worker's average salary is calculated by dividing the overall sum determined for the worker's salary (with the exception of bonus) for all other possible full months by the number of these months, and the sums paid to the worker as bonus are, as a rule, taken into account at the rate of 1/12.

In case if within the twelve months prior to the month when the necessity occurs to calculate the worker's average monthly pay, the worker did not have a factually calculated salary, instead of the average salary or the position rate specified for the worker by the legislation or the monthly pay specified by the legal act on recruitment are taken as the grounds for calculation. If an hour-rate is specified, then it is taken as grounds for calculations.

If in calculating the average salary as specified by point 1 of part 2 of the given clause bonuses are determined for the worker for the months deducted from the calculation, the sum of the bonus is taken into account within the average salary as specified by point 2 of the given part.

3. In case of a five-day workweek the average rate of the daily pay is determined by dividing the average monthly pay by 21. In case of a six-day workweek the average rate of the daily pay is determined by dividing the average monthly pay by 25.

For workers having worked less than a month the average daily salary rate is calculated by dividing the total sum of all the ways of payment (basic salary, extra payments: premiums, bonuses, etc.) for the worked days by the number of the worked days.

4. The average hourly rate is calculated by dividing the average monthly salary rate of the worker by the average number of work hours of the given employee during the period of accounted months as stipulated by RA legislation or collective agreement or labor contract or the legal act of the employer.

For workers having worked less than a month the average hourly salary rate is calculated by dividing the total sum of all the ways of payment (basic salary, extra payments: premiums, bonuses, etc.) by the number of the work hours as specified for the worker by RA legislation or collective agreement or labor contract or the legal act of the employer."

**Clause 89.** To give the following wording to part 1 of clause 198:

"1. If through the employer's fault the payment of the salary is made with violation of the period specified by the given code or the collective agreement, the employer pays penalty of 0.15% of the paid sum for each delayed day, but not more than the sum subject to payment."

**Clause 90.** In clause 201 of the code the words "the third and the fourth" must be changed for the words "the second and the third".

**Clause 91.** To supply the code with clause 201.1 and the following content:

"Clause 201.1 PROFESSIONAL TRAINING BY THE EMPLOYER.

In case it is necessary, the employer can organize professional training courses for the workers or the new recruits in the company at his own account, paying the trainee at least the minimum salary defined by the law."

**Clause 92.** In clause 207 of the code the words “from work” must be changed for the words “from performing work duties”.

**Clause 93.** In clause 209:

1. to remove the word “official”
2. to add the word “single” after the words “is prohibited” in part 3

**Clause 94.** Clauses 210, 211 and 221 of the code must be considered invalid.

**Clause 95.** In part 2 of clause 213:

1. In point 3 the words “official” and “or getting employment at another place” must be removed.

2. In the second paragraph the word “publicize” must be changed for the word “adopt”.

3. To give a new wording to the last sentence: “Collections are made for these days if the worker was dismissed from work according to cases stipulated by points 6, 7, 12, 13 of part 1 of clause 109, part 1 of clause 112, points 5, 6, 8-10 of part 1 of clause 113.”

**Clause 96.** In part 1 of clause 223 of the code the words “of clauses 121 and 122” must be changed for the words “of points 5, 6, 8-10 of part 1 of clause 113”

**Clause 97.** In clause 243 of the code:

1. To remove the words “the size of the company” from part 2.
2. To add the following to part 3:

“3. Classification of working conditions and the allowed minimum level and quantity of harmful factors are defined by laws and other legal acts.”

**Clause 98.** In part 5 of clause 246 of the code the words “of dangerous equipment” must be changed for the words “of safe exploitation of the equipment”

**Clause 99.** Part 2 of clause 248 must be considered invalid.

**Clause 100.** In clause 249 of the code:

1. To remove the word “causing cancer”

2.To give the following wording to part 6

“6. Compulsory medical examination is held during work hours at the employer’s expenses.”

3.In part 7 the word “initial” must be changed for the word “primary”

**Clause 101.** Clause 252 must be considered invalid.

**Clause 102.** In clause 253 of the code the words “to the trade union” must be changed for the words “to the workers’ representatives”.

**Clause 103.** To give the following wording to clause 257 of the code:

“It is prohibited to engage persons under eighteen in hard, harmful, extremely hard and extremely harmful works defined by legislation of RA as well as in other cases of work specified by the legislation.”

**Clause 104.** In clause 258 of the code:

1) To give the following wording to part 1:

“1. It is prohibited to engage pregnant women and women taking care of a child under the age of one year in hard, harmful, extremely hard and extremely harmful works defined by RA legislation.”

2) To add a sentence of the following content in part 3: “If there is not such a chance, a woman is granted a paid leave before she is granted a maternity leave.”

3) In part 4 the words “from work” must be changed for the words “from performing work duties”.

4) To give the following wording to part 5:

“5. For breast feeding women, before the child reaches the age of one year and a half, besides hours for meals and rest, an extra break is granted to feed the child every three hours, for not less than half an hour. During the periods meant for feeding the baby the worker is paid at the average hourly rate.”

**Clause 105.** In clause 259 of the code the words “health is guaranteed” must be changed for the words “health protection is guaranteed.”

**Clause 106.** In part 2 of clause 260 of the code the words “to the public prosecutor's office” must be changed for the words “to the insurer, to RA police department.”

**Clause 107.** In part 2 of clause 261 of the code the words “is obliged” must be removed and the words “to the chief state labor inspector or” must be changed for the words “administrative and/or”.

**Clause 108.** In clause 265 of the code :

1. In part 1 the word “the order” must be changed for the words “individual legal act”, the words “can be re-established” must be changed for the words “are re-established.”

2. In part 2 the words “or others” must be removed and in the same part after the words “of the salary” the words “not less than the double but not more than the twelve fold” must be added.

**Clause 109.** The given code comes into force on the tenth day after it is officially proclaimed.

S. SARGSYAN

President of the Republic of Armenia

