

**LABOR CODE**  
**OF THE REPUBLIC OF ARMENIA**  
**(unofficial translation)**

**Adopted on November 9, 2004**

**PART 1.**  
**GENERAL PROVISIONS**  
**CHAPTER 1.**  
**LABOR CODE AND THE RELATIONS REGULATED BY**  
**IT**

***Article 1. Relations regulated by Labor Code of the Republic of Armenia***

1. This code regulates collective and individual working relations, defines the bases for the establishment, modification and termination of these relations and the order for their realizations, rights, obligations and responsibilities of subjects of the labor relations, as well as conditions for the providing of security and maintenance of the health of employees.

2. The peculiarities for regulating the individual spheres of labor relations may be determined by other laws.

***Article 2. The objective of the labor legislation***

The objective of the labor legislation is:

- 1) Establish state guaranties for labor rights and freedoms for natural persons, i.e., citizens of RA, citizens of foreign country, persons without citizenship (hereinafter citizen) ,
- 2) Contribute to the creation of favorable labor conditions,
- 3) Protect the rights and interests of the employees and employers.

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

1. The main principles of the labor legislation are:

- 1) freedom of employment, including the right to employment, which should be freely selected or agreed upon by each person; the right to administer the labor capacities, choose the profession and type of activity;
- 2) prohibition of any type of compulsory work and violence with respect to employees;
- 3) Legal equality of parties of labor relations irrespective of their gender, race, nation, language, origin, citizenship, social status, religion, marital and family status, age, philosophy, political party, trade union or public organization membership, other factors unrelated to the employee's professional qualities;
- 4) provision the right to fair working conditions for each employee, including working conditions meeting safety and healthy working conditions;
- 5) equality of the rights and opportunities of the workers;

- 6) provision of the timely and complete remuneration of the employees at the rate not lower than the minimal salary stipulated by the law
- 7) provision of the right to freely make union for the protection of the rights and interests of the employees and employers, including the rights to create trade and employers unions or join them;
- 8) stability of labor relationships
- 9) freedom of collective negotiations;
- 10) responsibility of the parties to the collective contract for their obligations.

2. The State shall ensure the implementation 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 necessary for public security, public order, public health and morals, rights and interests of the others, honor and good reputation.

#### ***Article 4. Labor Legislation and other Legal Acts***

1. The labor legislation of the Republic of Armenia consists of RA Constitution, this code, other laws as well as GOA Decrees which have power of the law and contain norms of the labor law, orders and instructions of the President of the Republic of Armenia, GOA Decrees and decrees of the Prime-Minister of the Republic of Armenia.

The labor legislation stipulates:

- 1) scope, objective and principles of application of labor legislation;
- 2) legal grounds of exercising labor laws,
- 3) order and terms of conclusion and implementation of collective labor contracts, as well as the liability of parties for their obligations;
- 4) order and terms of remuneration;
- 5) maximum working time and minimum duration of rest;
- 6) minimum size (threshold) of privileges, compensation and guarantees;
- 7) main rules and norms for the protection of employees' health and ensuring their safety ;
- 8) rights and obligations, responsibilities of trade-unions, as well as their representatives;
- 9) legal grounds for ensuring code of contact;
- 10) conditions and amount (limits) of material liability;
- 11) basic provisions of supervision and control over compliance with labor legislation;

2. Institutional and local self-governance bodies may adopt norms of labor law only by in cases stipulated by labor legislation.

3. Employers may adopt internal (local) and individual legal acts in the frames of their authorization in a procedure set by legislation.

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

1. The employer may adopt internal and individual legal acts for defining more favorable conditions for employees or their specific groups as compared with working, social and other conditions defined labor legislation and other normative legal acts. If internal or individual legal acts contain provisions that are less favorable than the conditions defined for employees by labor legislation and norms on labor law then these acts or their corresponding parts have no legal effect.

2. Internal or individual acts of employees may be adopted in a form of orders, instructions, decisions, written motions, etc.

3. Internal legal acts are adopted to approve internal rules of conduct, working (shift) and day-off schedules of the organization, overtime and rota for employees, as well as other cases envisaged by this Code.

The employer informs his/her employees about the internal legal acts before signing the work permission or no later than within three days following their promulgation if not otherwise defined by this Code, law or other normative legal acts.

4. The employer adopts individual legal acts for the regulation of issues related to forming employee's vacation, motivating and imposing penalties, temporarily posting to another place or work, sending on a business trip to another place, making the final payment and charging from the salary in an established procedure, as well as regulating other issues related with individual working relations.

The employer informs his/her employees about the individual legal acts by signing no later than within three days following their promulgation.

5. The procedure of promulgation, registration and archiving of internal and individual legal acts is defined by the RA Government.

#### ***Article 6. Regulation of Labor and other Relationships Directly Related to It in Contractual Order***

1. The regulation of labor and other relationships directly related to it may be exercised by collective and labor contracts concluded by employees and employers in accordance with labor legislation and other normative acts containing norms of labor law.

The collective and labor contracts cannot contain such conditions that impair employee's state as compared with the working conditions stipulated by labor legislation, other normative legal acts containing norms of labor right. If collective or labor contracts envisage conditions that contravene this code, laws, other normative legal acts then these conditions have no legal effect.

2. In cases, when labor legislation and other legal normative acts containing norms on labor laws do not directly prohibit the parties of labor relationships to define mutual rights and obligations on their own, then while defining such rights and obligations in contractual order the parties should be guided by the principles of justice, prudence and honesty.

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

1. Labor legislation and other normative legal acts shall be applied to labor relations 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 country with the instruction of the employer.

2. Provisions of RA labor legislation and other normative legal acts containing norms on labor law are to be mandatory exercised by all employers (citizens or organizations) regardless of their organizational and legal and ownership types.

3. Relationships arisen during the performance of activities in crafts or aircrafts (flying vehicles) are regulated by the RA labor legislation and other normative legal acts containing norms on labor law where these crafts are sailing or aircrafts (flying vehicles) are flying under the flag of the Republic of Armenia or bear the national emblem of the Republic of Armenia.

RA Labor Code and other normative legal acts containing norms on labor are applied during the performance of work in other means of transport only if means of transport being under the ownership of the employer are under the jurisdiction of the Republic of Armenia.

4. If the employer is a foreign country or its diplomatic representation, international organization or foreign person RA labor legislation and other normative legal acts containing norms on labor law are applied to the working relationships of employees permanently living in the Republic of Armenia where the diplomatic privileges are not broken.

5. RA Labor Code and other normative legal acts are not applied to the relations between foreign employers and employees not living in the Republic of Armenia permanently despite the fact that employees are doing work with the instruction of employer in the Republic of Armenia.

6. If it is established through the court procedure that the civil and legal contract concluded between the employer and employee actually regulates working relations then provisions of Labor Code and normative legal acts containing norms on labor law are applied for these relations.

7. Working (service) relations of persons holding political, discretionary or civil positions as well as servants of civil, other state (special) services defined by the law and local self-governance bodies, as well as employees of the Central Bank of Armenia are regulated by this code if not otherwise defined by the corresponding law.

8. This Code does not regulate working relations with the participation of citizens being in punishment at disciplinary institutions.

#### ***Article 8. Application of Foreign Right***

Foreign right shall be applied to labor relations existing in the Republic of Armenia where it is established by international treaties of the Republic of Armenia or laws.

#### ***Article 9. International Treaties***

Where international treaties of the Republic of Armenia establish norms other than envisaged by this Code rules of treaties are applied.

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

1. Where the labor law is not directly regulated by the law , the norms of labor legislation (law analogy) regulating similar relationships are applied if it does not contradict their essence.

2. Where the law analogy of is impossible to apply rights and obligations of the parties are determined on the basis of principles of labor legislation (right's analogy).

3. The analogy cannot be applied, if the rights, freedoms of citizens and legal entities are limited or new obligations or responsibilities are envisaged for them, or forcing measures and the order for their application, the conditions and order for the control and supervision over the citizens and legal entities are made more stringent.

#### ***Article 11. Principles of Interpretation of Norms of the Labor Code***

1. The norms of the labor legislation of the Republic of Armenia shall be interpreted by the direct meaning of the words and word combinations used in it by taking into consideration the requirements of this Code.

The interpretation of the norm of the Labor Code of the Republic of Armenia shall not change its meaning.

2. If the legal act has been adopted in execution or in accordance with the legal act having similar or higher legal effect, then that act shall be interpreted first of all based on the provisions and principles of the act having higher legal effect..

#### ***Article 12. Validity of Labor Legislation***

The labor legislation of the Republic of Armenia is applied to the relationships originated before its enforcement, i.e. it is retroactive only for cases stipulated by this Code, other laws, as well as in other normative legal act. The legal acts that limit the rights and freedoms of the employers or citizens, make more stringent the order for their implementation or stipulate responsibility or make responsibility more stringent or establish obligations or establish or make more stringent the order for the performance of obligations, as well as worsen their legal status in other ways shall have no retroactive effect.

## **CHAPTER 2. LABOR RELATIONS, THE FOUNDATIONS OF THE ORIGIN OF THE LABOR RELATIONS, PARTIES OF LABOR RELATIONS**

#### ***Article 13. Labor Relations***

Labor relations are those relations, which are based on the mutual agreement of employee and employer, under which the employee shall personally perform labor functions (work with certain profession, qualification or position) with certain remuneration keeping to the rules of internal labor discipline and the employer shall provide with working conditions envisaged by labor legislation, other normative legal acts containing norms of labor law, collective and labor contract.

#### ***Article 14. Foundations for the Origin of Labor Relations***

The labor relations between the employee and employer are originated on the basis of labor contract concluded in a procedure established by the Labor Code and other normative legal acts containing norms on labor law.

#### ***Article 15. Citizens' Legal and Labor Capacities***

1. The capacity (labor legal capacity) to have labor rights and bear responsibilities is equally recognized for all the citizens of the Republic of Armenia. The foreign citizens, persons with no citizenship in the Republic of Armenia shall have the same labor legal capacity, as the citizens of the Republic of Armenia if not otherwise stipulated by the law.

2. The labor legal capacity and the capacity to acquire and implement labor rights with his/her activities, to create labor obligations and implement them (labor activity) in full volume are originated from the moment of coming the age of sixteen, except in cases stipulated by this code and other laws.

#### ***Article 16. Legal and Labor Capacity of Employers***

1. Legal and labor capacity of employer legal entities is originated from the moment of their establishment.

2. The employers acquire labor legal rights and bear labor responsibilities as well as perform them through their entities. These entities are formed and operate on the basis of laws, other normative legal acts, charter of employer and legal acts approved (adopted) by him/her.

3. Legal and labor capacity of the employer citizen is regulated by the Civil Code of the Republic of Armenia. Employer citizens may perform labor rights and bear responsibilities themselves.

#### **Article 17. Employee**

1. Employee is the capable citizen that has reached the age defined by this Code who performs certain work for the benefit of employer by certain specialty, qualification or position.

2. 14- to16-year old citizens that have not reached their legal age who are working under a labor contract with the consent of one of the parents, adopter or guardian are considered as working citizens.

3. Conclusion of a labor contract with citizens under 14 or employing them is prohibited.

#### **Article 18. Employer**

1. Employer is the participant of labor relations that uses labor of citizens on the basis of labor contract and/or in a procedure defined by law.

2. Legal entity having legal and labor capacity may become an employer regardless of the organizational, legal and ownership type, nature and type of activities.

In cases defined by the legislation other subjects having the right to conclude labor contracts (company, state or local self-governance body, etc.) may act as employers.

3. Any citizen may be an employer as well.

#### **Article 19. Team of Employees, Procedure of Taking Decisions by the Team**

1. All employees being in labor relations with the employer make the team of employees.

The team of employees takes its decisions through staff meetings (forums).

2. The staff meeting is legally qualified if more than 50% of employer's employees are participating and the forum – if more than 2/3 of envoys selected by the employees are participating.

3. Decisions of the staff meeting (forum) are considered approved if more than 50% of participants (envoys) of the meeting (forum) voted for it, except for the cases stipulated by this Code.

4. With the decision approved by majority of votes of the participants of the staff meeting (envoys of the forum) decisions of the staff meeting (forum) may be taken by secret voting.

5. The team of employees may also take decisions with the sum-up of votes received from the meetings called up by structural and separated subdivisions of the organization

#### **Article 20. Length of Service**

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

1) General length of service counting the whole period of labor relations of the citizen, as well as other periods permitted to count in the length of service;

2) Special length of service counting periods over which work of specific profession was performed or specific position was held or employment performed under exceptional 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 the same employer counting working period at the same position as well as 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 (employer) or several organizations (employers) where shift from one working place to the other was made with the mutual agreement of employers or there are other bases not breaking the length of service or when space between the shift from one work to the other do not exceed one month;

5) Insured length of service counting total period of employment and other activities not banned by the legislation of the Republic of Armenia during which the citizen was subject to insurance and mandatory social insurance contributions were made for him and/or by him in a procedure defined by law;

2. The procedure of counting the length of service is defined by the Government of the Republic of Armenia.

### **CHAPTER 3.**

#### **REPRESENTATION DURING COLLECTIVE LABOR RELATIONS**

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

With an objective to protect and represent their rights and interests the employers and employees are free to join and create trade and employer unions with their own will in a procedure defined by law.

##### ***Article 22. Basics for Representation***

1. Employers and employees may acquire, change, waive or deny labor rights and obligations 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 occur, if that representative is representing the will of over 50% of the employees. Obligations of general nature assumed through such representation are binding on all employees, who do not have the special powers endowed to the representative of the collective, who fall within the scope of such obligations.

##### ***Article 23. Representatives of Employees***

1. In labor relations the rights and interests of employees may be represented and protected by the trade unions.

Where an organization has no trade union the staff meeting (forum) may transfer functions of employee representation and interest protection to the corresponding sectoral or territorial trade union. In this case the staff meeting (forum) shall elect a representative (representatives) to participate at the collective negotiations with the given employer in the delegation of sectoral or territorial trade union.

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

#### **Article 24. Regulation of Trade Unions' Activities**

When protecting labor, professional, economic and social rights and interests of employees, trade unions shall be guided by this Code, laws regulating trade union activities and their charters.

#### **Article 25. Rights of Employees' Representatives**

1. The representatives of the employees reserve the right:

- 1) Conduct collective negotiations, conclude collective contracts, supervise their implementation;
- 2) Submit proposals to the employer on the organization of work;
- 3) Organize and manage strikes and other lawful measures, which the employees have the right to undertake;
- 4) Submit proposals to state and local self-governance bodies;
- 5) Exercise non-governmental supervision over the implementation of the labor legislation and other normative legal acts containing norms of labor law;
- 6) Get information from the employers in a procedure defined by this Code;
- 7) Appeal to the court against the decisions and actions of the employer or persons authorized by him, if they do not comply with the legislation of the Republic of Armenia, collective and labor contracts.

2. Representatives of employees are also authorized to carry out other lawful actions for the representation of employee rights. The representative of collective contract employees may have additional powers, which comply with the legislation.

#### **Article 26. Employers' Duties and Rights Relating to the Employees' Representatives**

1. An employer must:

- 1) respect the rights of the representatives of the employees and do not interfere with their activities. The activities of the representatives of the employees may not be terminated at the employer's will;
- 2) when making decisions that may affect the employees' legal position, hold consultations with the representatives of the employees and, in cases provided for by this Code, obtain their consent;
- 3) ensure conduct of collective negotiations within short period of time;
- 4) consider the proposals submitted by the representatives of the employees within the term set in this Code and where such term is not set – no later than within one month and respond to it in writing;
- 5) provide free of charge necessary information on issues related to the work to the representatives of employees;
- 6) perform other obligations provided for by collective contracts;
- 7) ensure other rights of the representatives of the employees established by the legislation.

2. When the representative of the employees violates the employer's rights, provisions of the legislation or norms of agreements the employer may apply to the court requesting termination of unlawful activities of the representative of employees in a procedure defined by the legislation.



### **Article 27. Representatives of Employers**

1. In collective and individual labor relations of the organization the manager (director, general director, chairman, etc) of the organization acts as a representative of the employer. Employers may also be represented by other persons where envisaged by the law or charter of the organization.

2. The employer may transfer his/her or part of his/her responsibilities in the sphere of labor law to citizens or legal entities.

3. The corresponding union of employers acts as the representative of the employers in collective relations of national, sectoral and local levels.

The Union of Employers is a legal entity, which is a non commercial organization unifying organizations being employers and employer citizens. Employer organizations being member of the Union are represented in the Union through their authorized representatives.

The operation of the Union of Employers is regulated by this Code, law and its charter.

## **CHAPTER 4.**

### **TERMS**

#### **Article 28. Determination of the Term**

1. The term set by the labor legislation, other normative legal acts containing norms on labor law, collective and labor contracts or set by the court is determined by a calendar year, month, date or years, months, weeks, days or end of a certain time period counted by hours.

2. A term may also be defined by a reference to a certain event, which must inevitably take place.

#### **Article 29. Calculation of Terms**

1. A term defined 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 end on the relevant date and month of the 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 day.

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

3. The rules for the terms calculated in months shall be applied to quarterly terms. 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 end on the relevant date of the last month of the term.

If the term calculated in months ends in the month, which has no date, then the term ends on the last day of that month.

If it is impossible to clearly define the day, when the term calculated in months began, then the term ends on the fifteenth day of the relevant month.

5. The term determined in fifteen days is considered a term calculated in days and is considered equal to fifteen days.

6. The term calculated in weeks ends on the relevant day of the last week of the term.

7. Day-offs and non-working holidays and commemoration days are also included in terms calculated by calendar days. If the last day of the term coincides with a non-working day, then the end day of the term is considered to be the following working day. The term calculated in days is calculated in calendar days, if otherwise stipulated by Labor Code or normative legal acts containing norms on labor law.

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 according to the established rules.

9. Written applications and notifications (documents) submitted to the Communication Organization, by 24.00 h of the last day of the term are considered to be timely delivered.

#### ***Article 30. Limitation of Action***

1. Limitation of action is a period of time for the protection of person's rights with the request of the person whose rights were violated.

2. The general period of limitation of action for relations regulated by this Code is three years except for the cases defined this Code. For certain types of claims the laws may define shorter or longer, i.e., special periods against the general period of limitation of action.

3. Limitation of action is not valid for claims to protect employee's honor and dignity, as well as reimburse salary, as well as damage caused to employee's life or health.

4. Provisions on limitation of action of the RA Civil Code and Code of Civil Procedure may be applied for labor laws where provisions on application of limitation of action are missing in the Labor Code.

#### ***Article 31 . Extinguishing Terms***

1. Labor laws may establish such terms upon expiry of them rights and duties related to them shall extinguish (extinguishing terms).

2. The extinguishing terms are not subject to suspension, extension or renewal except for the cases stated by Labor Code.,

#### ***Article 32 . Procedural Terms***

The procedural terms set in Labor Code are defined by the provisions on calculating and applying terms of the RA Code of Civil Procedure except for the cases prescribed by the labor legislation.

## **CHAPTER 5.**

### **CONTROL AND SUPERVISION OVER COMPLIANCE WITH LABOR LEGISLATION**

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

The state control and supervision over the meeting the requirements of the labor legislation, other normative legal acts containing norms of the labor law, collective contracts shall be exercised by the relevant state bodies and non-state supervision - by trade unions and employers (representatives of the employers).

#### ***Article 34. State Control and Supervision over Compliance with Labor Legislation, Collective Contracts***

State control and supervision over adherence of employers to the regulatory provisions of the labor legislation, other normative legal acts containing norms of labor law and collective contracts , shall be exercised by State Labor Inspectorate and other institutions in cases established by law.

The law stipulates the functions, rights and obligations of State Labor Inspectorate.

**Article 35. Non-state Supervision Over Compliance with Labor Legislation, Collective Contracts**

Non-state supervision over adherence of employers to the labor legislation, other normative legal acts containing norms on labor laws and collective contracts shall be exercised by trade unions and non-state supervision over adherence of employees to the labor legislation, other normative legal acts containing norms on labor laws and collective contracts shall be exercised by employers (representatives of employers).

**CHAPTER 6.**

**EXERCISING AND PROTECTING LABOR RIGHTS**

**Article 36. Grounds for Arising of Labor Rights and Obligations**

Labor rights and obligations may arise, change or stop from:

- 1) basis envisaged by this Code, other laws, other normative legal acts containing norms of labor laws, labor and collective contracts, as well as those actions of citizens and employers, which although not stipulated by laws or other legal acts, however, according to the principles of the labor legislation generate labor rights and obligations;
- 2) acts of state and local self-governance bodies, which are stipulated by the law as a basis for the generation of labor rights and obligations;
- 3) Court act stipulating labor rights and obligations;
- 4) due to the caused damage ;
- 5) basis of such events to which the law or other legal acts attach legal labor consequences.

**Article 37. Exercising Labor Rights and Performing Obligations**

1. While exercising their rights and fulfilling their duties employers, employees and their representatives are bound to comply with the law, act in a sound and reasonable manner. Abuse of labor rights is prohibited.
2. While exercising labor rights and performing duties other person's rights and interests protected by the law shall not be violated.
3. It is prohibited to hinder joining of employees the trade unions.

**Article 38. Protection of Labor Rights**

1. The protection of labor rights, in accordance with cognizable cases set by the Code of Civil Procedures of the Republic of Armenia, shall be exercised by the court.
2. Labor rights shall be protected by trade unions according to the procedure set by this Code and laws regulating their activities
3. The protection of the labor rights shall be exercised in the following ways:
  - 1) through recognizing that rights;
  - 2) by restoring the situation existing before the violation of the right;
  - 3) by preventing and eliminating the actions, which violate the right or create a danger for its violation;
  - 4) by recognizing the act of state or local self-governance bodies invalid ;

- 5) by not applying the act of state or local self-governance bodies by the court that contradicts the law;
- 6) by self-protection of the right;
- 7) by enforcing to perform obligations for in-kind;
- 8) by reimbursing the damage;
- 9) by confiscating fines;
- 10) by terminating or modifying the legal relationships;
- 11) in other ways prescribed by law.

**PART 2.**  
**COLLECTIVE LABOR RELATIONS**  
**CHAPTER 7.**

**SOCIAL PARTNERSHIP IN THE AREA OF LABOR**

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

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

2. The main principles of social partnership are:

- 1) the equality of the parties;
- 2) the freedom of collective negotiations;
- 3) taking into consideration the interests of the parties and performance of respectful attitude;
- 4) compliance with the requirements of labor legislation and other normative acts by parties and their representatives;
- 5) authorization of the representatives of the parties;
- 6) freedom of choice of work-related issues offered for discussion;
- 7) voluntary character of the parties to accept obligations;
- 8) feasibility of the obligations accepted by the parties;
- 9) mandatory performance of collective contracts;
- 10) control and supervision over the implementation of collective contracts;
- 11) responsibility for non-implementation of the collective contracts because of the parties or their representatives.

***Article 40. Parties of the Social Partnership***

The employees and employers are the parties of social partnership in the person of their representatives. In case of trilateral social partnership representatives of the Government of the Republic of Armenia participates on equal basis together with the representatives of employees and employers.

***Article 41. The System of Social Partnership***

The system of social partnership involves the following levels:

- 1) national level, which stipulates the basics for the regulation of the labor relations. Parties of that partnership are the Government of the Republic of Armenia, National Confederation of Trade Unions, National Union of Employers;
- 2) sectoral level, which stipulates the basics for the regulation of the labor relations in the relevant branch (branches) of economy (production, service industry, profession). Parties of this partnership are National Sectoral Units of Trade Unions and relevant union of the employers;
- 3) territorial level, which stipulates the basics for the regulation of the labor relations in a specific territory. Parties of this partnership are the relevant territorial units of trade unions and the relevant territorial union of employers;

4) organization level, which stipulates certain mutual labor obligations between employer and employees. Parties of that partnership are the employer and employees.

**Article 42. Types of Social Partnership**

The social partnership, as a matter of fact, is implemented in the following ways:

- 1) collective negotiations – related with development and conclusion of collective contracts;
- 2) mutual consultations and information exchange.

**Article 43. Receipt of Information**

1. The employees reserve the right to receive information on labor relations not prohibited by the law.
2. The employers provide the representatives and organizations of the employees the information regarding the labor relations. The extent of the information submitted is conditioned by the level of social partnership.
3. The information includes:
  - 1) information about present and future activities of the employer;
  - 2) information about the possible changes;
  - 3) information about measures to be implemented in case of possible reduction of the employees;
  - 4) other information about the labor relations , if that information is not considered to be state, internal and commercial secret.
4. The procedure and conditions for the submission of the information is defined by the agreement of parties.

**Article 44. Peculiarities of the Application of the Norms of Part Two of this Code**

Norms of the Part 2 of this Code are applicable for civil, other state (special) services stipulated by the law, as well as for employees (servants) of the Central Bank of the Republic of Armenia only in cases and procedure stipulated by pertinent laws.

The norms defined in the Part 2 of this Code are not applicable for labor relations of persons holding political, discretionary and civil positions.

## **CHAPTER 8.**

### **GENERAL PROVISIONS ON COLLECTIVE CONTRACTS**

**Article 45 . Collective Contracts**

1. The collective contract is the voluntarily concluded agreement in written form between the employer (representative of employer) or union of employers and trade unions and in cases stipulated by this Code also the Government of the Republic of Armenia, which regulates the labor relations between the employees and employers. The collective contracts are bilateral, except for collective contracts concluded with the participation of the Government of the Republic of Armenia, which is trilateral.

2. The parties of the collective labor relations agree on their rights and solve disputes through collective negotiations. The party willing to participate in collective negotiations shall notify the other party about that by writing. Objective of collective negotiations, as well as recommendations and requirements are stated in the notification.

3. Parties of collective negotiations set the starting date and procedure of collective negotiations.

4. Collective negotiations must be conducted in good faith and without delays.

5. Parties to the collective negotiations or their representatives may make inquiry from the other party on all issues relating to the collective negotiations. The response to the inquiry should be provided no later than within 15 days following the day of inquiry. This period may be changed by additional agreement of parties or their representatives.

6. The party providing information may claim from the other party to not disclose the submitted information.

7. Unless otherwise decided by the parties, the collective negotiations shall be deemed completed upon the conclusion of the collective contractor drawing up of the protocol of disagreement or upon delivery by one of the parties to the other of a written notification of its withdrawal from the negotiations.

8. Collective negotiations are deemed to be a failure where the party that has received notification in accordance with the clause 2 of this Article refuses to participate in the collective negotiations.

#### ***Article 46 . Levels of Collective Contracts***

Collective contracts may be of the following levels:

1) collective contracts concluded at national level;

2) collective contracts concluded at sectoral or local level;

3) collective contracts concluded at the level of organization or its separate (structural) subdivision.

## **CHAPTER 9.**

### **NATIONAL, SECTORAL AND TERRITORIAL COLLECTIVE CONTRACTS**

#### ***Article 47. Area of Jurisdiction of National, Sectoral and Territorial Collective Contracts***

Provisions of national, sectoral and territorial collective contract are applicable only for the employees of those organizations, the employers of which during the validity period of the contract were members of employers unions, which concluded contract. .

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

1. National Confederation of Trade Unions, National Unions of Employers and the Government of the Republic of Armenia are parties to national collective contract..

2. Employers' union of an appropriate sector of economy (production, service industry, profession) Sectoral National Confederation of Trade Unions are parties to sectoral collective contract.

Where the Republic of Armenia or community is the employer Sectoral National Confederation of Trade Unions corresponding state governance entity or head of the community are parties of collective contracts.

3. Territorial union of employers acting in the area and territorial unit of trade unions are parties to territorial collective contract. .

#### ***Article 49. Contents of National, Sectoral and Territorial Collective Contracts***

1. The content of the national, sectoral and territorial collective contracts are determined by the parties.

2. The national collective contracts may define:

- 1) labor security and additional hygiene measures;
- 2) additional guarantees for the employment;
- 3) additional socio-economic guarantees, which the parties consider as necessary;
- 4) order to implement the supervision over the implementation of the collective contracts and receipt of necessary information.

3. Sectoral and territorial collective contracts may define:

- 1) conditions of remuneration for work, regulation mechanisms for the remuneration of work taking into consideration inflation and price rises;
- 2) conditions of the work;
- 3) working and rest time, including provision of leaves and their duration;
- 4) order and conditions for the reduction of employees, guarantees in case of reduction;
- 5) safety and health of the employees;
- 6) ecological safety of the production and conditions for the protection of health of employees;
- 7) conditions of profession acquisition, qualification and re-qualification training for the employees;
- 8) such guarantees and compensations, which the parties may deem necessary;
- 9) order for the receipt of necessary information and implementation of control and supervision over the execution of collective contracts;
- 10) liability for the non-performance of the contract;
- 11) order and timeframes for the submission of claims by employees and employers in case of collective labor disputes;
- 12) social partnership measures to avoid collective disputes, strikes;
- 13) other issues with the consent of the parties.

#### ***Article 50. Procedure for Signing National, Sectoral or Territorial Collective Contracts***

1. The signing of national, sectoral and territorial collective contracts shall be initiated by the parties specified under the Article 48 of this Code.

2. The procedure and time limits for drawing up national, sectoral and collective contracts, as well as other related issues shall be determined by the parties to the contract.

#### ***Article 51. Registration of National, Sectoral or Territorial Collective Contracts***

1. The registration of national, sectoral and territorial collective contracts shall be done by the relevant state authorized body upon presentation of application and collective contract. The national, sectoral and territorial collective contracts shall be submitted for registration by the union of employers being one of the parties within fifteen days following its signing. It is prohibited to anyhow justify rejection of the registration of the mutually signed collective contract that was submitted for registration.

2. If the union of employers fails to submit the contract for registration within the period specified under the clause 1 of this Article the national, sectoral and territorial collective contract may be submitted for registration by the trade union being one of the parties of the contract. The trade union shall submit the national, sectoral and territorial contract for registration within five days following the expiry of the time limit specified under clause 1 of this Article.



**Article 52. Validity and Repudiation of National, Sectoral and Territorial Collective Contracts**

1. National, sectoral and territorial collective contracts shall come into force from the day of their conclusion, if not otherwise stipulated by the collective contract.

2. The validity of national, sectoral and territorial collective contracts is determined by parties, but for no longer, than for three years. The parties reserve the right to extent the agreement but for no longer than for three years.

3. The parties may start to carry collective negotiations on the conclusion of a new collective contract or on prolongation of the term of the operation of the current collective contract during the last two months prior to the end of validity period of the national, sectoral and territorial collective contract.

4. National, sectoral and territorial collective contracts are valid up to the end of term mentioned in it and its anticipatory repudiation is possible in cases and order stipulated by collective contract.

**Article 53 . Control and Supervision over the Implementation of National, Sectoral and Territorial Collective Contracts**

The control over implementation of national, sectoral and territorial collective contracts is conducted by the parties or their representatives authorized for that purpose. The control and supervision over implementation of national, sectoral and territorial collective contracts may be exercised by state authorized entity, if the parties of collective contract cannot implement the control on their own and with the relevant request they have applied to the state authorized entity.

**Article 54. Settlement of Disputes Related to the Implementation of National, Sectoral and Territorial Collective Contracts**

Disputes related to the conclusion and implementation of the provisions of national, sectoral and territorial collective contracts are settled in the procedure established under Chapter 11 of this Code.

**CHAPTER 10.**

**COLLECTIVE CONTRACT OF ORGANIZATION**

**Article 55 . Collective contract of Organization and the Scope of its Conclusion**

1. Collective contract of organization is the written agreement on the conditions set under the clause 3 of Article 49 of this Code concluded between the employer and the trade union of employees of the given organization.

2. Collective contract concluded in the organization is applicable to all employees of the organization. Collective contracts may be concluded in separate and structural subdivisions of the organization in cases and procedure established by the collective contract of the organization.

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

1. The parties to a collective contract of the organization are the collective of organization employees in the person of the trade union acting in the organization and the employer, in the person of the manager of the organization or his/her authorized person.

2. Where several trade unions exist in the organization the collective contract of the organization is concluded between the joint representative entity of trade unions and the employer.

3. The joint representative entity of the trade unions is formed by trade unions through relevant negotiations. If the trade unions fail to reach an agreement on the formation of a joint representation of the trade unions, the decision on the representative entity may be adopted by the staff meeting (forum).

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 a trade union within the organization the employer and the corresponding territorial or sectoral trade union are considered to be the parties of the collective contract.

#### ***Article 57. Contents of Collective Contract of the Organization***

1. The parties to a collective contract of the organization stipulate conditions not regulated by labor legislation, other normative legal acts or national, sectoral and territorial contracts, that do not contradict them or do not make the conditions defined by them less favorable.

2. The collective contract of the organization contains mutual obligations of the organization and employers about issues or a part of them stipulated by the clause 3 of the Article 49 of this Code.

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

1. In compliance with sections 2 and 3 of article 45 of this code the parties having obtained the agreement to start negotiations on the conclusion of a collective contract establish a commission on the basis of the principle of equal membership to develop the collective contract of the organization. The composition of the commission is set by protocol. The date of signing of the protocol is considered to be the date of commencement of collective negotiations.

2. Commencing the collective negotiations, the parties agree on the contents of information to be presented, the time limit of presentation of it, the procedure and time limit of drafting of the collective contract of the organization .

3. If no agreements are reached about the conditions stipulated by the part 2 of this Article, a protocol of disagreement is drawn up. The protocol shall specify the recommendations of the parties for eliminating the disagreement and the time limit for resuming the negotiations.

4. The reconciled draft of the collective contract of the organization is submitted to the employees' meeting (forum) for consideration. If the employees' meeting (forum) does not approve the submitted draft of collective contract, the employees' meeting may decide to resume the collective negotiations or to initiate collective labor disputes. Collective labor disputes may also be started in case of failure to eliminate disagreements specified under the part 3 of this Article. If the meeting (forum) of the employees approves the draft for collective contract of the organization, the contract is signed by the representatives of the employer and employees.

If in the meeting (forum) of employees settled for the discussion of the draft of the collective contract participate less employees (delegates) envisaged under clause 2 of Article 19 of this Code , a new meeting (forum) of employees shall be convened no later than within five days following the meeting (forum).

#### ***Article 59. Enforcement and Period of Validity of a Collective contract of the Organization***

1. Collective contract of the organization becomes effective from the moment of its signing, unless otherwise established in the contract

2. The validity of collective contract of the organization is determined by the parties, but no longer, than for three years. The parties reserve the right to extend the validity of the contract but for no longer, than three years.

3. During the last two months of the validity of the collective contract of the organization the parties can start collective negotiations about conclusion of a new collective contract or extension of the validity of the existing collective contract in an established procedure.

4. The collective contract of the organization remains valid in cases, when the enterprise changes the name, founder (participant, shareholder, sharer, etc.) (except for the cases envisaged under clause 2 of Article 61 of this Code) or replacement of his/her head (representative of the employer having signed the contract).

5. In case of restructuring of the organization the collective contract of the organization remains in force for the rest of validity period also in the organization established as a result of restructuring.

#### ***Article 60. Amendments and Additions to the Collective contract of the Organization***

The procedure for amending and supplementing a collective contract of an organization is established in the collective contract of the organization. Where the collective contract of the organization does not stipulate such procedure, then amendments and additions of the collective contract are made in a procedure set by this Code for the conclusion of contracts.

Where there are collective labor disputes for making amendments and additions in the collective contract of the organization it is discussed by the commission of Conciliation (including with the participation of a mediator). Where collective labor disputes are not solved (including failure of collective negotiations, refusal to discuss the issue with the commission of Conciliation) the validity of the collective contract of organization continues for the remaining period and it is forbidden to organize strikes.

#### ***Article 61 . Termination of a Collective Contract of the Organization***

1. Collective contract of the organization may be terminated in the cases and according to the procedure specified in it by any party after giving an at least three-month advance notice to the other party. Termination of the collective contract of the organization before the lapse of the first six months , but for cases established by the clauses 2 and 3 of this Article.

2. If the organization privatized (denationalized) the collective contract of the organization is considered to be unilaterally terminated by the former employer irrespective of its validity period.

3. The collective contract of the organization is considered annulled from the moment of legal enforcement of the decision of the court on the bankruptcy of the organization.

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

1. Control over fulfillment of the obligations as per the collective contract of the organization is performed by the parties or representatives of the parties authorized for that purpose. The state authorized body may exercise the control and supervision over the collective contract of the organization, if the party of the collective contract is unable to exercise control and supervision on its own and has applied to the state authorized body with relevant request.

2. Representatives of the parties report on the performance of obligations set by the collective contract of the organization to the meeting (forum) of the employees. The procedure and time limit of reporting is established in the collective contract of the organization.

**Article 63. Procedure of Settlement of Disputes Related to the Conclusion of Collective Contract of the Organization and its provisions**

Disputes arising during the conclusion of collective contract of the organization and performance of its provisions are settled in order established by the Chapter 11 of this Code.

**CHAPTER 11.**

**REGULATION OF COLLECTIVE LABOR DISPUTES**

**Article 64 . Collective Labor Dispute**

Collective labor dispute is disagreement between the trade union and the employer or parties having the right to conclude collective contract on the raised and not met claims occurring during the negotiations for the conclusion of collective contract, as well as during the change of conditions envisaged by the legislation, other normative legal acts or collective contracts or establishment of new working conditions, conclusion and performance of collective contract.

**Article 65 . Submitting of Demands**

1. Parties of social partnership reserve the right to submit demands to the employer or party of a collective contract about the collective labor disputes.

2. The demands must be submitted in written form, be clearly defined and justified. The written demands are handed in to the employer or corresponding party of social partnership.

**Article 66 . Consideration of Demands**

The employer or entity to whom the demands are submitted shall consider the demands and within seven days from he receipt of it communicate his decision in writing to the entity that made the demands. If the entity who submitted the demand finds the decision unsatisfactory, the parties may consider the dispute in procedures established by this chapter.

**Article 67. Procedures applied**

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

1) discussion of the collective labor dispute in the Conciliation Commission (including with the participation of a mediator). Discussion of collective labor disputes by the Conciliation Commission is a mandatory phase;

2) discussion of the collective labor dispute in the court, if the collective labor dispute is about execution of the collective contract.

2. None of the parties of the collective labor contract reserve the right to avoid the participation to the reconciliation procedures.

The representatives of the parties, Conciliation Commission, mediator shall use all the possibilities established by the legislation to solve the collective labor dispute.

**Article 68 . Formation of Conciliation Commission**

1. The conciliation Commissions shall be formed from equal number of representatives from the parties of the collective labor dispute. The number of Commission members shall be set by agreement between the parties. The Conciliation Commission shall be formed within seven days from the day of

written refusal to meet the demands by the entity who received the demand. Composition of the Commission is stipulated by protocol.

2. If the parties fail to reach an agreement on the number of Conciliation Commission members, they shall at their discretion delegate their representatives to the Commission. Each party may have not more than five representatives.

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

1. The Conciliation Commission shall hear the collective dispute within seven day from the day of formation of the Conciliation Commission. The time limit may be extended by agreement between the parties.

2. Representatives of the parties to the Commission may invite specialists (consultants, experts, etc) to dispute discussions by the Conciliation Commission.

3. The employer shall create conditions for the work of the Conciliation Commission.

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

1. Where agreement is reached on the submitted demands by the Conciliation Commission a written conclusion is adopted to consider the collective labor disputes settled and the conciliation process completed. The conclusion of the Conciliation Commission is mandatory for the parties and is subject to performance in a procedure and timelines set by the conclusion of the Conciliation Commission.

2. If the Conciliation Commission fails to reach an agreement on all or part of the demands, the parties of the collective labor dispute draw up a protocol on disputes and make a decision to continue discussion of collective labor disputes with the participation of a mediator (if disputes are related to the conclusion or modification of the collective contract) or on the non-settlement of disputes and termination of the conciliation proceeding.

3. The decision of the Conciliation Commission shall be communicated to the employees

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

1. Collective labor disputes are discussed with the participation of a mediator only in the case if disputes are related to the conclusion or modification of labor contracts.

2. After of the protocol on disputes is drawn up by the Conciliation Commission and decision taken in accordance with the Clause 2 of Article 70 of this Code parties of collective labor disputes invite a mediator within three workdays. In case of necessity the parties of the collective labor dispute can apply to the state authorized body of the labor about a nominee of the mediator. Agreement on the candidacy of the mediator is stipulated in a protocol that state size and procedure of payment. If during three working days the parties of the collective labor dispute do not come to an agreement about the candidacy of the mediator, then the negotiations are considered to be over and the collective labor dispute – not solved. .

3. The procedures for the consideration of the collective labor dispute with the participation of a mediator are determined by the consent of the parties, where the mediator partakes.

4. The mediator reserves the right to submit requests to the parties of the collective labor dispute and get from them the necessary documents and information about the given dispute. The mediator may submit recommendations to the parties of collective labor dispute.

5. The consideration of the collective labor dispute with the participation of the mediator is implemented within seven days upon his invitation. Where agreement on the demands submitted to the Conciliation Commission is obtained a written decision is adopted considering the collective labor dispute

solved and where agreement on the submitted demands or part of them is not obtained – on non-settlement of disputes and finishing the conciliation process.

#### ***Article 72 . Hearing of Collective Labor Dispute in the Court***

In case of collective labor dispute about the implementation of the provisions of collective labor contract, if an agreement is not reached in the Conciliation Commission, within ten day upon drawing up a Protocol and taking the decision on non-settling the disputes and finishing the conciliation process the parties may apply to the court.

#### ***Article 73. Strike***

Strike is a temporary cessation of work by the employees or a group of employees of one or several organizations, if dispute on the conclusion of collective labor contract (including collective negotiations, denial to participate in the discussion of the issue by the Conciliation Commission) is not settled or a decision adopted in accordance with the clause 1 of Article 70 of this Code that meets the requirements of employees is not implemented.

#### ***Article 74 . Declaration of a Strike***

1. The right to adopt a decision to declare a strike (including a warning strike) shall be vested in the trade union according to the procedure laid down in this Code and its charter. A strike shall be declared if a corresponding decision is approved by secret voting:

1) two-thirds of the organization employees at the moment of declaring the strike ;

2) over two-thirds of the subdivision when of the separate (structural) subdivision of the organization declares the strike. If the declared strike of structural subdivisions of the organization hampers ongoing activities of other subdivisions then the strike should be approved by two-thirds of employees of the subdivision. that may not be less, than the half of the total number of organization employees.

2. The employer must be given an at least seven days' written notice on the beginning of the intended strike. By communicating to him the decision adopted according to the procedure laid down in this Article and attached the demands are sent to the employer. When a strike is declared, only the demands which were not met during the conciliation procedure may be put forward.

3. A warning strike may be held before the strike is declared. It shall not last longer than two hours. The employer must be given at least a three days' written notice of the warning strike.

4. When a decision is taken to hold a strike in railway and public transport, civil aviation, communication, health care, food production, water supply, sewerage and , waste disposal enterprises, enterprises with continuous production cycle and other enterprises cessation of work, in which would result in grave and hazardous consequences for the public or human life and health, the employer must be given a written notice of the strike at least fourteen days in advance.

5. The decision to call e strike shall specify:

1) reason serving as a basis for the strike;

2) year, month, date and hour of the beginning of the strike,

3) the body leading the strike.

#### ***Article 75 . Restriction of Strikes***

1. Declaration of the strikes are prohibited in the police, armed forces (other equal services), security systems, as well as in central electricity, water and gas supply, first medical aid services. The

demands put forward by the employees of the said services are settled at the national level with the participation of corresponding trade union and employer.

2. Strikes shall be prohibited in disaster areas as well as in the area where state of martial law or state emergency has been declared in accordance with the established procedure until the liquidation of the consequences of natural disaster or lifting of the state of martial law or state emergency.

3. It shall be prohibited to declare a strike during the term of validity of the collective contract.

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

A strike shall be lead by the trade union or the strike committee formed by it.

Rights and obligation of the strike committee are defined by the trade union forming the committee in accordance with this Code and other laws.

#### ***Article 77 . Course of a Strike***

1. During the strike the body leading a strike is bound to ensure together with the employer the protection of the public order, the safety of property and people.

2. During a strike in the organizations, specified in Article 74 (4) of this Code, minimum conditions (services) necessary for meeting the immediate (vital) needs of the society must be ensured. Minimum conditions (services) are determined by the corresponding state and local self-governance entities. Fulfillment of the above conditions shall be ensured by the body leading the strike, the employer and the employees appointed by them.

3. In case of non-compliance with the conditions mentioned in section 2 of this article the state and local self-governance bodies or the employer may involve other services to ensure this.

#### ***Article 78 . Dispute about Lawfulness of a Strike***

1. When a strike is called, the employer or the entity to which the demands have been submitted may apply to the court with a petition to declare the strike unlawful. The court shall hear and make a judgment about the case within 7 days.

2. The court shall declare a strike as unlawful if the objectives of the strike contravene the Constitution of the Republic of Armenia, other laws, or if the strike was declared in breach of the procedure and requirements stated by this Code.

3. Upon the coming into force of the court decision to recognize the strike as unlawful, the strike may not be commenced and the strike already in progress must be broken off immediately.

4. If there is a direct threat that the proposed strike will affect the provision of minimum conditions (services) required for meeting the essential (vital) needs of the society and this may endanger human life, health and safety, the court shall be entitled to cancel the proposed strike for a 30-day period and to suspend the strike that is in progress for the same period.

#### ***Article 79. Legal status and Guarantees of Strikes***

1. The participation to the strike is voluntary. No one may be forced to join a strike or to refuse to take part in a strike. The persons forcing the people to participate or reject the participation to the strike are to be sanctioned in order established by the legislation of the Republic of Armenia.

2. Employees, participating in the strike are released from their obligations to perform their working functions. The position of employees participating in the strike is kept. The employer may not pay salaries to the employees participating in the strike.

An agreement maybe reached during the negotiations for the breaking off of the strike that the striking employees will be paid the full amount or part of their salary

3. Non-striking employees who are unable to perform their work by reason of the strike shall be paid for the involuntary idle time or they may be transferred upon their agreement to another job.

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

1. After a decision has been taken to call a strike and during the strike the employer shall be prohibited;

- 1) preventing all employees or individual ones to come to their work place;
- 2) refusing to provide the employees with work ;
- 3) applying behavior-related sanctions towards employees for the participation in the strike.

2. During a strike, the employer shall be prohibited from hiring new employees instead of striking ones, except for the cases specified in Article 77 (3) of this Code.

**Article 81. Termination of a Strike**

1. A strike shall end in the cases, when:

- 1) the submitted demands are met;
- 2) the parties reach an agreement during the strike to break off the strike under certain conditions;
- 3) the trade union, which organized the strike recognizes that it is inexpedient to continue the strike.

2. After all demands have been met, the decision to break off a strike shall be made by the trade union. The date of resumption of work must be indicated in the written decision to break off the strike.

**Article 82 . Liability in case of illegal Strike**

1. In case of recognizing the strike as unlawful according to the procedure defined under Article 78 the trade union, which declared and led the strike shall pay to the employer a fine from its property for the damage caused to him/her in a procedure established by the legislation of the Republic of Armenia.

2. A disciplinary action may be taken against managers and other officers of the organization, or separated (structural) subdivision that have violated requirements of the Article 80 of this Code.

3. Damage caused due to strike to other persons and legal entities shall be compensated in a procedure established by the legislation of the Republic of Armenia.



**PART 3.**  
**INDIVIDUAL EMPLOYMENT RELATIONS**  
**CHAPTER 12.**  
**CONTENT AND CONCLUSION OF AN EMPLOYMENT**  
**CONTRACT**

***Article 83. Concept of an Employment Contract***

An employment contract shall be an agreement between an employee and an employer, according to which the employee undertakes to perform work of a certain profession, qualification or to provide certain services in accordance with the code of conduct established at the workplace, and the employer undertakes to provide the employee with the work specified in the contract, to pay him the agreed wage for the work done and to ensure working conditions as set in the legislation of the Republic of Armenia, other normative legal acts the collective contract and by agreement between the parties.

***Article 84 . Content of an Employment Contract***

1. In the employment contract they mention the name, surname (upon his/her wish also patronymic) of the employee concluding contract and title (name, surname (upon his/her wish also patronymic), if the employer is a natural person) of the employer.

The employment contract shall cover the following conditions:

- 1) the place of work (mentioning the structural subdivision);
  - 2) the year, month, date of the beginning of the work;
  - 3) the name of the position, profession, mentioning the qualification requirements and functions
  - 4) the rights and obligations of the employee;
  - 5) the rights and obligations of the employer;
  - 6) the conditions and size of remuneration for work.
  - 7) the description of working conditions in case the work is done under hard, harmful and (or) dangerous conditions – the privileges and compensations of employees
  - 8) the validity of the employment contract
  - 9) the year, month and date of conclusion of the employment contract
2. In certain cases the labor legislation or collective contracts may provide for other mandatory conditions to be specified in the employment contract.
3. The parties may include other conditions in the employment contract, which are not envisaged in section 1 of this article

***Article 85. The Form of the Employment Contract and the Procedure of its Conclusion***

1. The employment contract is concluded in the written form through drawing up one document signed by the parties.

2. The employment contract is concluded in two copies. The employment contract is signed by the employer or his representative and the employee. One copy of the signed employment contract is given to the employee, the other one remains with the employer. The employment contract is registered in the ledger of employment contracts of the employer the same day. The procedure for the registration of the

employment contract, the form of the ledger, the procedure for its management and maintenance is defined by the Government of the Republic of Armenia.

3. The employer allows the employee to start the work only after the employment contract is signed and the second copy of the contract is provided to the employee. The responsibility for the adequate draw up of the employment contract lies with the employer.

4. When hiring the incumbent the employer or the person authorized by him shall familiarize him/her with working conditions, collective contract (if available), internal code of conduct and other legal acts regulating his/her work at the place of work, which shall be asserted by the employees signature.

5. The employee shall start the work the next day after the conclusion of the contract unless otherwise is envisaged by the employment contract.

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

1. The employer reserves the right to fill in the vacancies or newly established positions directly by himself (without competitive or other procedures) by concluding employment contracts envisaged by this Code. The employer that looks for an employee can fill in the vacancies or newly established positions by properly organized competitions or use services of the relevant specialized organizations. The employer establishes the order to organize and conduct a competition, as well as to conclude an employment contract with persons having won in the competition. .

2. The Republic of Armenia Law on Civil Service, other laws and legal acts stipulate the order and conditions for filling in the vacancies of the civil, local self-governance bodies and other public (special) services established by the law.

#### ***Article 87 . Elective Position***

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

#### ***Article 88 . Qualification Examinations***

The person applying for a position or job, requiring special professional knowledge, may be required to pass qualification examinations. 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 Accepting to Work***

1. To conclude an employment contract the employer must request the following documents:

1) identification document;

2) work-book (except for the persons employed for the first time or those who combine jobs) and social security card;

3) certificate on education or required qualification, in case in compliance with the labour legislation the work is related to a certain type of education or professionalism;

4) reference about the state of health (health book), if the employment contract is concluded for such a job, which requires initial and recurrent medical examination, as well as when signing employment contracts with under 18The list of such jobs and the format of the certificate is established by the Government of the Republic of Armenia

5) written consent of one of the parents, foster parent or guardian if a juvenile citizen aged 14-16 is employed;

6) other documents established by the law and other normative legal acts.

When hiring male citizens of the Republic of Armenia who are at military age and who haven't served temporary military service a corresponding certificate on being registered for military service, discharged from temporary military service or entitlement to deferment from temporary military service in the manner defined by the legislation of the Republic of Armenia.

2. An employer shall not be entitled to require such documents, which are not envisaged by the law and other normative legal acts.

3. The employee can submit to the employer characteristics, reference and other documents that describe him from the previous place of work at his/her own initiative, as well as data or information his/her competency, qualification

### ***Article 90 . Work Book***

1. The work book is the main document containing information on the labor activity of the employee. .

2. The employer is liable to keep work books for all employees working in the main place of work.

3. The work book comprises the following data:

1) Name and family name of the employee (patronymic if he/she wishes)

2) Year, month and day of birth of the employee

3) Period of work in compliance with the employment contract

The periods for jobs, which due to the legislation entitle the employee to privileged pension are also enshrined.

4. The following information is filled out in the work book as requested by the employee:

1) The basis for the annulment of the employment contract

2) Information on the position having been held or the work having been conducted

3) The period of combined work in case a document asserting the combined work is presented to the main employer.

5. No other data except for those defined by sections 3 and 4 of this article are recorded in the work book.

6. The form of the work book as well as the order for the provision of a copy of the work book are defined by the Government of the Republic of Armenia.

### ***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 upon the wish of the employer with the goal of assessing the suitability of an employee for the envisaged work (position) or at the request of the person being employed to define the suitability of the offered job (position) for him. The conditions of the probation period shall be set in an employment contract.

2. During a probation period an employee shall enjoy all the rights and bear all the responsibilities, which are stipulated by this Code, other laws and normative legal acts, collective and employment contracts.

3. A probation period shall not be envisaged in case of employing persons:

1) under 18 years of age;

2) accepted to work by election, as well as those passing qualification examinations to be appointed to a position;

- 3) transferred for another work by the agreement between employers;
- 4) in other cases specified by the legislation

#### ***Article 92 . Term of Probation Period***

1. A probation period shall not be longer than three months, except for the cases established by the section 2 of this article.

2. A probation period of up to six months may be stated in the cases specified by the legislation of the Republic of Armenia.

3. A probation period shall not include periods, when an employee was absent from work in the following cases:

- 1) the period envisaged by collective and employment contracts
- 2) upon the agreement of the parties, including the period of the leave with no payment;
- 3) the period of the temporary incapacity of the employee to work;
- 4) the period of the fulfilment of obligations of the employee imposed by state or local self-governance bodies;
- 5) the period of lawful strike, if the employee partakes in the strike in the order established by the law.

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

1. If the employer finds that based on the current results of the probation period defined with the purpose of assessing the suitability of the employee for the envisaged job (position) the employee doesn't meet the established requirements, he may dismiss the employee from work before the expiry of the probation period by giving the employee a written notice of it three days in advance

2. If the probation period is defined at the request of the person being employed to assess his/her suitability for the offered job (position) the results of the probation period shall be evaluated by the employee. The employee shall be entitled to terminate the employment contract during the probation period by giving the employer a written notice of it three days in advance.

3. If the employee continues working upon expiry of the probation period, it is considered that he/she has passed the probation period and the employer shall terminate his/her employment contract on the grounds specified in Chapter 15 of this Code.

### **CHAPTER 13.**

#### **TYPES OF EMPLOYMENT CONTRACT**

#### ***Article 94 . Types of Employment Contract***

1. Employment contract is concluded:

- 1) with an indefinite term, in case its term of validity is not specified in the employment contract
- 2) with a definite term in case its term of validity is specified in the employment contract

#### ***Article 95 . Employment Contract with a definite term***

1. An employment contract with a definite term is concluded in the case when labor relations can not be defined for an indefinite period taking into account the conditions or the nature of the work to be done unless otherwise is envisaged by this code or law.

The employment contract signed for a definite period may be concluded for a certain period of time or by defining calendar date of the contract or for the period of the performance of certain work, but not exceeding five years. Upon the expiration of the employment contract with a definite term the term of validity of the employment contract may be extended upon the consent of the parties. The aggregate term of validity of employment contracts signed with a definite term for not more than five years with the same employer may not exceed five years in case the interruption of contracts signed with a definite time does not exceed one month except for cases envisaged by section 2 of this Article. The written agreement of the parties to extend a contract signed for a definite term shall be made at least ten days prior to the expiration of the contract.

In case the contract signed with the same employer for a certain period is annulled during five years and a new contract is signed not later than within one month for a certain period the work of the employee is considered uninterrupted.

2. An employment contract with elective employees shall be concluded for the term they are elected.

3. An employment contract may be concluded for a definite term, when:

- 1) personal services are provided to the employer by the employee;
- 2) work is done by in-house workers;
- 3) combined work is done;
- 4) a seasonal job is done.
- 5) a temporary job is conducted (with a term of up to two months)

#### ***Article 96 . Determination of the Term of an Employment Contract***

The term of an employment contract may be determined by a specific calendar year, month, and date or by the occurrence, change or termination of a specific event.

#### ***Article 97 . Contract on Rendering Services of Personal Character***

A contract on rendering personal services shall be an employment contract, on the basis of which an employee undertakes to render personal household services to his employer. The rules defined by this code are applied to the employment contract on the provision of personal services.

#### ***Article 98 . Employment Contract with In-house workers***

In-house workers are the persons, who on the basis of employment contract do the job at home with materials, tools and equipment provide by employer or acquired by them.

In case the in-house worker uses his own tools and equipment a reimbursement shall be paid for the depreciation of the tools and equipment in cases and order established by the employment contract.

The order and periods for the provision of raw material, materials and semi-produced materials to in-house worker, order for the payment for the materials belonging to the in-house worker, transportation of the ready product, as well as order and periods for the payment of the salary will be stipulated by the employment contract.

This Code regulates the labor relations of the in-house workers.

### **Article 99 . Combined work**

1. Combined work is the work conducted by the employee beyond the main working hours at the same or other employer on the basis of an employment contract.
2. The employment contract shall specify that the work is combined.
3. The annual paid leave of employees with combined jobs at different employers is provided together with the annual leave being granted at the main place of work.
4. The employee with a combined job is not paid a dismissal wage in case the combined employment contract is annulled.

### **Article 100. Seasonal Employment Contract**

1. A seasonal employment contract shall be concluded for the performance of seasonal work. Seasonal work shall be considered the work, which due to natural and climatic conditions is performed not all year round, but in certain periods (seasons) not exceeding eight months, and is included in the list of types of seasonal work.
2. The Government of the Republic of Armenia defines the list of seasonal employment.
3. Employees having signed seasonal employment contracts are entitled to paid vacation or remuneration, which is calculated for two working days for each month in case the contract is annulled.
4. The employee or the employer have the right to annul the seasonal employment contract before the term for its operation expires by notifying each other about this in writing at least three days beforehand
5. The condition of the nature of the seasonal work is mentioned in the labour contract.

### **Article 101 . Temporary Employment Contract**

1. Temporary employment contract is the employment contract, which is concluded up to the term of two months.
2. Employees having signed a temporary employment contract may be involved in work at non-working days and at non-working holidays or commemoration days within this period. The remuneration for non-working days and non-working holidays and commemoration days is made in the manner defined by section 2 of article 185 of this code.
3. Employees having signed a temporary employment contract are entitled to paid vacation or remuneration, which is calculated for two days for each month in case the contract is annulled.
4. The employee or the employer have the right to annul the temporary employment contract before the term for its operation expires by notifying each other about this in writing at least three days beforehand. The employee is not paid a dismissal wage in case the temporary employment contract is annulled.

### **Article 102 . Illegal Employment**

1. Illegal is considered to be the job:
  - 1) which is done without concluding an employment contract, though there are the characteristics of the employment contract stipulated by the Article 83 of this Code.
  - 2) which is done on the basis of the employment contract concluded in violation of this Code, law and other legal acts.
2. The voluntary work and the work with a purpose of help cannot be considered as illegal employment. The order and conditions of such work are stipulated by the law.
3. The employers or their representatives who have given their consent and/or who induce for the conduct of such work shall bear responsibility in order established by the legislation of the Republic of Armenia.

## CHAPTER 14.

### PERFORMANCE OF AN EMPLOYMENT CONTRACT

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

1. The employer performs his obligations personally or through his authorized representative.
2. The employee fulfils his obligations personally. The employee can assign the performance of the work envisaged by the employment contract only upon the consent of the employer.
3. The parties exercise their rights personally or through their authorized representatives.

#### ***Article 104. Conduct of work not envisaged by the employment contract***

The employer has the right to require an employee to do a job not envisaged by the employment contract only in cases envisaged by this Code and the law.

#### ***Article 105 . Modification of Employment Contract***

1. In the event of changes in production, economic, technological and work organization conditions as well as in other cases preconditioned by the needs of the production an employer shall be entitled to change the conditions of the employment contract. If an employee does not agree to work under he changed working conditions, he may be dismissed from work under Article 113 of this Code in accordance with the established procedure for terminating an employment contract.

2. The conditions of an employment contract set in clauses 1, 3 and 4 of section 1 and section 2 of the Article 84 of this Code may be changed with the prior written consent of an employee, except for the cases established in Article 106 of this Code.

3. An employer may change the conditions of remuneration for work without the written consent of an employee only in case of changes in the conditions of remuneration of work by the law or collective contract.

#### ***Article 106. Temporary Changes in Working Conditions in Special Cases***

1. An employer shall have the right to transfer an employee for a period of up to one month to another work in the same work place not agreed in an employment contract, as well as to change other conditions laid down in clauses 1, 3 and 4 of section 1 and section 2 of Article 84 of this Code, when it is necessary to prevent or eliminate the consequences of a natural disaster or industrial emergency, epidemics, accidents, fire and other emergency situations.

2. It shall be prohibited to transfer an employee to such work, which is not permitted due to the employee's health status.

3. In the cases specified in section 1 of this Article the remuneration for work is made due to the conducted work.. If, upon the transfer of an employee to another work, his wage decreases for the reasons beyond his control, the employee shall retain the average wage of his previous work.

#### ***Article 107 . Transfer to another Work in the Case of Idle Time***

1. Idle time having occurred without any fault of an employee shall be a situation at the workplace when an employer because of absence of production or other impartial reasons, fails to provide an employee with the work envisaged by the employment contract.

2. Taking into account their profession, qualification and health status, employees may be transferred to another work with their written consent for the period of idle time. Upon the consent of

employees, they may be transferred to another work also without taking into account their profession and qualification.

3. The employees transferred to another work due to idle time shall be remunerated in accordance with the procedure established in Article 186 of this Code.

***Article 108 . Suspension from Work***

1. If an employee comes to work under the effect of alcohol, narcotic or toxic substances, as well as in cases envisaged by the law the employer shall not allow him to work and shall suspend his wage.

2. Upon the expiry of the period of suspension, the employee shall be reinstated in his former position, provided that suspension has not given grounds to terminate the employment contract.

3. If the employee has been suspended from work at the request of the employer without good cause, he shall be entitled to claim damages in accordance with the procedure prescribed by the legislation.

**CHAPTER 15.**

**TERMINATION OF EMPLOYMENT CONTRACT**

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

An employment contract shall be terminated:

- 1) upon the consent of the parties;
- 2) in case the contract expires;
- 3) upon the initiative of the employee;
- 4) upon the initiative of the employer;
- 5) in other cases established by this Code.

***Article 110 . Termination of an Employment Contract with the Consent of the Parties***

1. When annulling the employment contract with the consent of the parties one party offers the other party in written form to annul the contract. If the latter accepts the offer, it must, within seven days, notify of it the party, which has put forward the offer to terminate the employment contract. Having agreed to terminate the contract, the parties shall conclude a written agreement on the termination of the contract, in which they mention the dates and other conditions (compensations etc.) for the termination of the contract.

2. If the party having been offered to annul the contract fails within the time period established in section1 of this Article, to inform that it agrees to terminate the contract, the offer to terminate the employment contract shall be considered as rejected.

***Article 111 . Termination of the Employment Contract with a Definite Term because of its Expiry***

1. Because of the expiry of an employment contract signed for a definite term an employer or employee shall be entitled to terminate the employment contract, except for the cases envisaged in section 5 of this article of this Code.

2. Because of the expiry of the contract the employer shall be entitled to terminate the employment contract signed for a definite term, by giving the employee at least ten days notice.

3. The periods specified in this article shall not be applied to those employees who have been employed to replace an employee



4. Because of the expiry of the contract the employee shall be entitled to terminate the employment contract signed for a definite term, by giving the employee at least ten days notice prior to the expiry of the validity of the contract. If the employee has not informed the employer about termination of the contract signed for a definite term and has not come to the work on the day following the last day of the employment contract, then the contract is considered to be terminated and the employer shall make a final settlement with him within five days upon the submission of the requirement

5. If the employment contract signed for a definite term is not terminated upon its expiry in the manner defined by this article and the labor relationships continue, then the contract shall be considered as concluded between the parties for an indefinite term

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

1. An employee shall be entitled to terminate an employment contract signed for an indefinite term, as well as an employment contract signed for a definite term prior to its expiry by giving his employer written notice of it at least 14 days in advance. A longer term for notification may be envisaged by the collective contract. Upon the expiry of the period of notice, the employee shall be entitled to terminate his employment, and the employer must formulate the termination of the employment contract and make final settlement with the employee.

2. An employee shall be entitled to terminate an employment contract signed for an indefinite term and the one signed for a definite term prior to its expiry by giving his employer notice of it at least five days in advance, where his request to terminate the employment contract is justified by the employee's illness or disability acquired at work or for other valid reasons established in the collective contract, or where the employer fails to fulfill his obligations under the employment contract, violates the law or the collective contract, as well as in other cases envisaged in this code.

3. An employee shall be entitled to withdraw his request to terminate the employment contract not later than within three days after the submission of the request. he may withdraw his request later than the mentioned period only with the consent of the employer.

#### ***Article 113. Termination of an Employment Contract on the initiative of an Employer***

1. An employer may terminate an employment contract signed for an indefinite term and one signed for a definite term prior to the expiry of the contract:

1) in case, when the organization is liquidated (the activity of the sole entrepreneur is terminated);

2) in case, when the employer is bankrupt;

3) in case, when the number of employees is reduced, which is preconditioned by changes in the volume of production, economic and technological conditions and conditions of organization of work, as well as by production needs;

4) in case, when the employee is not suitable for the position held or job done;

5) because of unsatisfactory result of the trial period;

6) for the employee's non-performance or incomplete performance of his duties

7) in case, when the confidence towards the employee is lost;

8) in case of the long-term inability to work (in case the employee does not come to work for more than 120 consecutive days or for more than 140 days because of a temporary inability to work if it is not defined by the law and other normative acts that the job and title are preserved for a longer term in case of certain diseases)

9) because the employee reaches the retirement age

10) in other cases envisaged by this code

2. While terminating the concluded non-term or fixed-term contracts on the basis envisaged in the clauses 1, 3, 4, 9 of section 1 of this article the employer shall inform the employee about it within the periods established by the Article 115 of this Code.

3. Pursuant to the clauses 3 and 4 of section 1 of this article the employer shall be entitled to terminate the employment contract, if taking into consideration the professional training, qualification, health status of the employee the employer within his possibilities has offered him to be transferred to another work and if the employee has rejected it.

In case of impossibility to offer other work the employment contract is terminated without offering of other work.

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

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

- 1) during the period of temporary inability of the employee to work;
- 2) during the leave of the employee;
- 3) after a decision on a strike is adopted and during the strike in case the employee partakes in this strike in the manner defined by this code
- 4) during the implementation of duties imposed on the employer by state and local self-governance bodies , except for the cases established by section 1 of Article 124 of this Code;

2. If an employee fails to come to work upon expiry of the periods specified in section 1 of this article, the employer may terminate his employment contract on the grounds envisaged in this Chapter.

3. The restrictions envisaged by section 1 of this article shall not be applied during the termination of the employment contract because the employer is recognized as bankrupt or the organization is liquidated (the operation of the sole entrepreneur terminates).

4. The following shall not be considered as legitimate reasons for the termination of the employment contract:

- 1) membership in a trade union or involvement in the activities of a trade union beyond the working time or, with the consent of the employer, also during working time;
- 2) performance of the function of employees' representative at any time;
- 3) raise claims to the employer for violation of laws, other normative acts or the collective contract;
- 4) gender, race, nationality, language, origin, citizenship, social state, religion marital and family status, convictions or views, affiliation in political parties and public organizations;
- 5) age, except for the cases when an employee is already entitled to the full old age pension or is in receipt of it.

**Article 115 . Notice on the Termination of an Employment Contract**

1. In case of termination of the employment contract on the bases envisaged by clauses 1 and 3 of section 1 of article 113 of this code the employer shall give a written notice to the employee not later than two months beforehand.

In case of termination of the employment contract on the bases envisaged by clauses 4 and 9 of section 1 of article 113 of this code the employer shall give a written notice to the employee not later than two weeks beforehand.

Longer terms as compared with the notification terms envisaged in this section may be defined by a collective and employment contract.

2. In case the terms envisaged by section 1 of this article are violated the employer shall pay a penalty to the employee for every delayed day of notification, which is calculated on the basis of the amount of the average hourly wage of the employee.

3. The following shall be mentioned in the notification on the termination of the employment contract:

1) the basis and reason of dismissal

2) year, month, day of dismissal.

4. During the term defined in section 1 of this article the employer must provide the employee with some time off from work to look for a new job. The length of the time being provided shall not be less than ten percent of the working time included in the term of notification. Time off from work to look for a new job shall be provided in accordance with the schedule offered by the employee. The employee shall retain his average wage for this time, which is calculated on the basis of the average hourly wage of the employee.

5. The notification on the termination of the employment contract is considered invalid in the case, when more than five days have passed since the expiry of the term of notification and the employer has not terminated the contract. In this period they do not calculate the periods of the employee's leave and temporary incapability to work.

#### ***Article 116 . Mass Dismissals***

1. In case of liquidation of the organization or reduction of the number of the employees, while terminating the employment contracts the employer shall submit the information about the number of the dismissed employees to the State Employment Service of the Republic of Armenia and the representative of the employees, about the termination of the employment contract not later, than three months in advance, if during two months they envisage to dismiss more than ten percent of the total number of employee, which, however, makes not less than 10 employees (mass dismissals).

If mass dismissals are conditioned by the bankruptcy of the employer, then the data about the employees are submitted to the State Employment Service of the Republic of Armenia not later, than within three days upon the court decision about the bankruptcy.

2. Cases of dismissals of employees working under employment contracts signed for a definite term and under seasonal employment contracts are not considered mass dismissals if they were conducted without violation of the terms mentioned in the contracts.

#### ***Article 117 . Guarantees to Pregnant Women and Employees Raising Children***

1. An employment contract may not be terminated with pregnant women from the day on which their employer receives a medical certificate confirming pregnancy, and for another month after maternity leave, as well as with employees taking care of a child till the age of one year except for the cases specified in the clauses 1, 2, 5- 7 of section 1 of the Article 113 and section 1 of Article 123 of this Code.

#### ***Article 118 . Guarantees to Employees who have contracted a Disease or have been injured at Work***

1. Employees, who have lost their functional capacity as a result of injury at work or occupational disease shall retain their position and duties until they recover their functional capacity or are granted a disability status . The employer may terminate the employment contract on the bases envisaged

by this chapter in case the functional capacity of the employee is not recovered and a disability status is given.

2. Employees, who have temporarily lost their functional capacity for reasons other than those specified in section 1 of this Article, shall retain their position and duties, if they are absent from work due to temporary loss of functional capacity for not more than 120 successive days or for not more than 140 days within the last 12 months, unless laws and other normative legal acts provide that in the case of a specific disease the position and duties shall be retained for a longer period.

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

1. Employees elected to representative bodies of employees (trade unions), may not be dismissed from work under Article 113 of this Code during the period for which they fulfil their authorizations without the preliminary consent of the state labour inspector, except for the cases specified in the clauses 1, 2, 5-7 of section 1 of the Article 113 and section 1 of Article 123 of this Code without prior consent of the labor inspector.

2. The employer shall apply to the state labour inspector for receiving his consent for the dismissal of the representative of employees. The labor inspector must reply within 14 days from the receipt of the application of the employer. The labor inspector shall make the decision on his consent or rejection of the dismissal of the employee in written form.. If the labor inspector fails to reply to the employer within the defined period, the employer shall be entitled to terminate the employment contract.

3. The employer shall be entitled to appeal in the court the decision about the refusal of the dismissal of the employee. The court may recognize such a decision as invalid if the employer proves that this decision substantially violated his interests.

4. The guarantee envisaged in section 1 of this Article may be applied to those who are not representatives of employees, if this is envisaged by the collective employment contract.

#### ***Article 120. Termination of the employment contract in case of inconsistency with the position held or work conducted***

1. The employer has the right to terminate the employment contract on the basis envisaged by clause 4 of section 1 of article 113 in case the employee can not fulfill his duties because of incompetence or state of health.

2. The deterioration of the state of health of the employee may serve as a reason for the termination of the employment contract in case it is stable and hinders the employee to continue the work or excludes the possibility of its continuation.

3. The consistency of the professional capacities of the employee with the position held or work conducted is evaluated by the employer, while the consistency of the state of health is defined on the basis of the medical conclusion.

#### ***Article 121 . Termination of the employment contract because the employee fails to fulfill or inadequately fulfils his obligations***

1. On the basis of the clause 6 of the section 1 of the Article 113 of this Code the employer reserves the right to terminate the employment contract in case the employee was called to disciplinary liability at least twice within the last year. .

2. The employer has the right to terminate the employment contract in case the employee has committed a serious violation of the code of conduct envisaged in section 2 of article 221 of this code even just once.

3. When terminating the employment contract in compliance with this article the employer shall follow the rules of application of disciplinary liability.

**Article 122. Termination of the employment contract because of the loss of confidence toward the employee**

1. The employer has the right to terminate the employment contract with the employee towards whom the confidence is lost on the basis envisaged by clause 7 of section 1 of article 113 of this code, if the employee:

- 1) spoiled, damaged or lost the estate of the employer, as well as committed theft at the place of work
- 2) exposed the protection of the estate of the employer to danger
- 3) caused in confidence among consumers, customers or partners of the employer, as a result of which the employer bore or may have born losses

**Article 123 . Termination of an Employment Contract without Notice**

1. An employment contract must be terminated without notice in the following cases:

- 1) upon an effective court decision, according to which an employee is imposed a sentence, preventing him from continuing his work.
- 2) when an employee is deprived of special rights to perform certain work in accordance with the procedure prescribed by legislation;
- 3) when an employee is unable to perform these duties or work in accordance with a conclusion of the medical-social expertise commission;
- 4) when an employee under 14 to 16 years of age and one of his/her parents, the child's foster parent or guardian, or his attending doctor or the state labor inspector demand that the employment contract shall be terminated.

2. The employment contract is allowed to be terminated without notifying the employee in case the employer is recognized as bankrupt as well as in cases envisaged by section 1 of article 124 and clauses 6 and 7 of section 1 of article 113 of this code.

**Article 124. Regulation of employment relations connected with military service**

1. Upon the temporary military service of an employee no later, then three calendar days prior to the date mentioned in the relevant notice, the employer temporarily terminates employment relations and the employment contract with the employee for the entire period of the service.

After the discharge from the army the employee may apply to the employer for renewal of employment relations and signing of a new employment contract within one month. In case the employee applies to the employer within the mentioned term the employer shall sign a new employment contract within three days the conditions of which shall not be less favorable for the employee than the conditions of the previous contract.

2. During the performance of the military registration, affiliation to the military detachments and participation in the military exercises the employment relations with the employee are regulated in order established by the law.

**Article 125. Termination of the Employment Contract in the Case of the Bankruptcy of an Employer**

The employment contracts of employees may be annulled in the manner defined by this code and the laws in case the employer is recognized as bankrupt.

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

Reorganization of an organization, as well as changes of the owner and its ownership right shall not be a ground for terminating the employment contract.

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

In case of employee's death the employer terminates the employment contract from the day of the employee's death.

**Article 128 . Termination of the Employment Contract in case of Employer's Death**

The death of the employer is not a basis for the termination of the employment contract, except for the cases, when the employee in compliance with the employment contract was providing personal services to the employer. In that case the employment contract is terminated by the heirs of the employer or the labor inspector. The employment contract is terminated from the day of the employer's death.

**Article 129 . Severance Pay**

In case of terminating the employment contract on the bases envisaged by clauses 1-3 of section 1 of Article 113 of this Code except for cases envisaged in paragraph 1 of section 3 of article 116 of this code the employer pays a severance pay to the employee in the amount of his average monthly wage – and in cases envisaged by section 1 of article 124 and paragraph 1 of section 3, clauses 4 and 9 of section 1 of article 113 in the amount of the two-week wage, which is calculated on the basis of the average daily wage of the employee. Payment of severance pay for a longer period may be envisaged by a collective contract.

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

1. An employer must make a full settlement of accounts with an employee being dismissed from work on the day of his dismissal, unless a different procedure for settling accounts is provided by this code, the law or upon agreement between the employer and the employee.

2. The employer must pay the employee his/her wage and other payments equalized to it on the day of the settlement of accounts, fill out and hand in the employee's work-book in order established by the law.

3. At the wish of the employee, the employer must provide him/her a certificate about his/her functions (duties), wage, paid taxes and mandatory social contributions and performance assessment.

## CHAPTER 16 .

### PROTECTION OF THE PERSONAL DATA OF THE EMPLOYEES

#### ***Article 131 . Concept of the personal Data of the Employee and the Processing of these Data***

The information on the concrete employee and the one related to employment relations necessary for the employer are considered as personal data of the employee.

The processing of the personal data of the employee is the receipt, protection, coordination, transfer or other use of the personal data of the employee.

#### ***Article 132 . General requirements set forth for the processing of the personal data of the employee and guarantees for their protection***

With an objective to ensure the rights and liberties of the person and citizen, the employer shall keep the following requirements while developing the personal data of the employee:

1) processing of the personal data of the employee can be done exclusively with an objective to ensure the fulfilment of the requirements of the laws and other normative acts, to support the employment, training and promotion of the employees, to ensure the personal security of the employees, control over the quality and quantity of the work and protection 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 of the employee shall be received from the employee. If it is possible to receive the personal data of the employee only from a third person, then the employee shall give his consent in written form. The employer shall inform the employee about the purpose of the receipt of the personal data, possible ways and sources of receiving the information, as well as about the nature of the personal data to be received and consequences, if the employee rejects to provide written consent about receiving these data;

4) the employer shall not acquire and processed the personal data of the employee concerning his/her political, religious and other convictions or private life. In cases directly linked to labour relations the employer reserves the right to acquire and process data concerning the private life of the employee only upon his written consent;

5) the employer has no right to acquire and process the personal data of the employee concerning his membership in NGOs or activities in trade unions, except for the cases established by the law;

6) while adopting decisions concerning the employee, the employer shall not be entitled to refer only on the personal data received as a result of automated processing or electronically ;

7) the lawfulness or protection of the personal data of the employee, which shall be ensured by the employer on his account in the manner defined by the law

8) the employees and their representatives by signature shall get familiarized with the legal acts of the employer defining the procedure of personal data processing, as well as with their rights and liabilities in this sphere

9) the employees shall not be entitled to reject their rights of secrecy and its protection.

#### ***Article 133 Storage and use of the personal data of the employees***

The order of the storage and use of the personal data of the employees shall be defined by the employer in accordance with the requirement of this Code.

**Article 134 . Transfer of the personal data of the employee**

While transferring the personal data of the employee the employer shall fulfil the following requirements:

1) not to communicate the personal data of the employees to the third persons without the written consent of the employer, 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 the law;

2) not to communicate the personal data of the employee for commercial purposes without his/her written consent ;

3) warn the persons receiving the personal data of the employee that these data can be used only for the purposes, about which the employees are informed. The persons receiving the personal data of the employees shall keep them confidential. This provision shall not be applied to the transfer of the personal data of employees in the order established by the law;

4) the transfer of the personal data of employees inside the organization shall be implemented in compliance with the internal legal acts of the employer.

5) the right to get familiarized with the personal data of the employees shall belong only to persons with special authorization, by the way these people may receive only the personal data of the employee, which are required for the fulfilment of a concrete function.

6) not to require information about the health of the employee, except for the data, which are related to the possibility of fulfilment of certain functions by the employee at work.

7) communicate the personal data of the employee to the representatives of the employee, in the order established by this Code with the restriction of only the data which are necessary for the mentioned representatives to fulfil their functions.

**Article 135. The rights of the employees to have secured the personal data kept with the employer**

With an objective to ensure the personal data of the employee kept with the employer the employees reserve the right to:

1) have integrated information about their personal data and their development;

2) freely and free of charge get familiarized with their personal data, including the receipt of a copy of the personal data of the employee, except for the cases established by the law;

3) get familiarized with medical data concerning them, including with the participation of a doctor of their choice;

4) demand to remove or correct the wrong or incomplete mistake, as well as personal data in violation of the requirements of this Code. In cases, when the employer refuses to remove or correct the personal data of the employee, the employee reserves the right to apply the employer in writing by attaching the relevant justifications. While expressing the personal viewpoint the employee reserves the right to fill in his personal data of appraisal nature;

5) demand the employer to inform all the persons that have been communicated the wrong or incomplete information about the employee about the removed information, corrections and additions;

6) in legal form appeal any action or inactivity of the employer concerning the development and maintenance of his personal data.

**Article 136. Responsibility for the development and keeping of the personal data of the employee**



The persons violating the order for the development and maintenance of the personal data of the employee established by this Code, other laws and legal acts shall be subjected to the responsibility in order established by the law.

## **CHAPTER 17.**

### **WORKING TIME**

#### ***Article 137 . Concept of Working Time***

Working time shall be any period, which the employee must do work assigned to him, as well as other period of time equivalent to it.

#### ***Article 138 . Composition of Working Time***

1. Working time shall include:

- 1) the time, actually taken to do any work, hours of duty on call at home and at the place of work;
- 2) the time of a business trip;
- 3) the time needed to arrange a workplace, work equipment and prepare safety measures;
- 4) breaks, included in working time according to law, collective contracts or internal legal acts of the employer;
- 5) the time of mandatory medical examination;
- 6) time required for study program, qualification improvement in a workplace or educational institutions;
- 7) the time of suspension from work in accordance with the Article 108 of this Code, if the employee suspended from work is allowed to stay at his workplace adhering to the code of conduct;
- 8) the period of inactivity;
- 9) other period of time set by law, collective contracts or internal legal acts;

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

- 1) non-arrival at the workplace with the consent of the employer or his representative;
- 2) period of performance of state, public or civic duties, military registration, affiliation to the military detachments participation in military training and military service
- 3) the period of temporary incapacity for work;
- 4) breaks to rest or to eat, daily rest (inter-shift), weekly uninterrupted rest, public holidays and commemoration days by this Code, vacation. The mentioned periods may be included in the working period, if the employer in those days does a work in cases and order established by this Code;
- 5) other period of time set by law, collective contracts or internal legal acts.

#### ***Article 139. Duration of Working Time***

1. Working time duration may not exceed 40 hours per week.

2. A daily period of work must not exceed 8 working hours, except for the cases stated by law, other normative legal acts and the collective contract.

3. Maximum work duration, including:

- 1) overtime in cases envisaged by article 145 of this Labour Code at the request of the employer, must not exceed 48 hours per week.

2) The overtime work may not exceed 12 hours daily including the breaks for rest and lunches with the consent of the parties.

4. The duration of working time of specific categories of employees (of health care, care (custody), child care institutions, specialised electricity gas heating supply organizations, specialized communications services and specialised services for elimination of the effects of accidents etc.), as well as of watchmen in premises may be up to 24 hours per day. The duration of working time of such employees must not exceed 48 hours per week, and the rest period between working days must not be shorter than 24 hours. The list of such jobs shall be approved by the Government of the Republic of Armenia.

5. The duration (including breaks for rest and lunches) of the daily working time of employee having two or more employment contracts with the same employer or with different employers may not exceed 12 hours per day.

#### **Article 140 . Shorter Work- time**

1. Shorter working time shall be set for:

1) 24 hours per week for persons aged 14-16 , 36 hours per week for persons aged 16-18 ;

2) employees, who work in an environment where it is not possible to reduce the allowed level of harmful factors to the level defined by legal acts on safety and health of employees due to technical or other reasons. In this case the working time is defined not more than 36 hours.

3) employees working at night.

2. Shorter working time for employees performing work involving heavy mental and emotional strain shall be established by the law, collective or employment contracts.

#### **Article 141 . Part-time Work**

1. Part daily working time or part weekly working time shall be set:

1) by agreement between the employee and the employer;

2) by request of the employee due to his/her health status in accordance with medical conclusions;

3) on request of a pregnant woman and an employee raising a child until it reaches one year of age;

4) on request of a disable person based on the medical conclusion;

5) on request of an employee nursing a sick member of his family, according to the medical conclusion , however no longer than for six months and for each day not longer, than the half of established working time.

2. Part-time work may be by agreement established by decreasing the number of working days per week or shortening a working day (shift), or doing both, if otherwise stipulated by the medical conclusion. Part-time work during a working day may be divided into parts. The duration and order for its provision stipulated in clauses 1-4 of the paragraph 1 of this article is established by the consent of the parties and can be included in the employment contract.

3. Part-time work shall not serve as a basis for any limitation when defining the duration of the annual leave, calculating the length of service, as well as during promotion, requalification and exercise of the labour and other rights of the employee.

#### **Article 142 . Work Time Regime**

1. Division (change) of work and leisure time for each employee during the day, week or accountable period, beginning and end of a daily work (shift) shall be set under the internal organization code of conduct of the organization. The work (shift) schedule shall be approved by the employer or his representative and by the trade union of the organization in cases envisaged by the collective contract and in the manner defined by it organization collective contract The beginning and end of working time in state and municipal organizations shall be set by the Government of the Republic of Armenia.

2. A five-day working week with two rest days shall be set for employees. A six-day working week with one rest day shall be set for employees of the organizations in which a five-day working week is impossible due to the type of production or other conditions.

3. Employees must keep to defined working time (shift) schedules. Working time (shift) schedules shall be announced publicly in information boards of organizations and their subdivisions not later than two weeks in advance. The employer must ensure consistent change of shifts.

4. It shall be prohibited to assign one employee two shifts in succession.

5. Wherever possible, employee raising children under fourteen years of age without wife (husband) shall have the prior right to choose a shift.

6. Working time actually worked by employees shall be recorded in model time logs approved by the Government of the Republic of Armenia.

7. The specifics of the work and rest schedule of employees in the spheres of health care, guardianship (care-taking) education of children, provision of electricity gas and heating, communication and other spheres of special nature are defined by the Government of the Republic of Armenia.

#### ***Article 143 . Summary Recording of Working Time***

1. In organizations operating with uninterrupted schedule or in case of conducting activities of special nature where it is not possible to keep the daily or weekly duration of the working time for employees of the given category preconditioned by the specifics of the production (work) summary recording of working time may be applied ensuring that it does not exceed the normal number of working hours in the reporting period of time (month, quarter etc.). The duration of the recorded period can not exceed 6 months.

The procedure for the application of summary recording of working time is defined by internal code of conduct of the organization.

2. In the case of summary recording of the working time, continuous of daily and weekly rest periods established in this Code must be ensured. If the number of working hours set for a particular category of employees is exceeded during the summary recording of the working time, a working day shall be shortened for the employees on their request or they shall be given a rest day (days) in the manner prescribed the collective contract or internal code of conduct, or they shall be paid the amount equal to the amount paid for overtime work.

#### ***Article 144 . Limitations of Overtime Work***

1. Overtime work is such work which is being done exceeding the working time set in paragraph 1 of Article 139, Articles 140 and 141 and paragraphs 1 and 2 of Article 142 of this Code.

Overtime work is conducted at the request of the employer or with the consent of the parties.

2. An employer may apply overtime works only in exceptional cases, which are envisaged in Article 145 of this Code.

3. Overtime work cannot be assigned: to persons under 18 years of age; to persons who are studying in secondary and vocational schools without interrupting work – on study days, people working in productions with carcinogenic factors of factors harmful for health, as well as employees working under

conditions envisaged by the legislation and collective contracts. collective contract 4. Pregnant women, women who are taking care of children under one year of age, may be assigned to do overtime work only with their consent.

Disabled people may be assigned to overtime work provided that this is not forbidden by medical conclusion.

5. Work of managerial officials exceeding the set working time, shall not be considered to be overtime work. The list of such positions is established collective contract by internal code of conduct.

Work of political, conceptual or civil officials, as well as the officials of the first subgroup (if it is available) of supreme and senior groups of other public (special) and local self-governance bodies shall not be considered to be overtime work.

#### ***Article 145 . Exceptional Cases of Permitted Overtime Work***

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

1) when the work to be performed is necessary for national defence, as well as prevention of natural disasters, technological accidents, epidemics, casualties, fires and other circumstances of extraordinary nature or measures aimed at eliminating their impact;

2) when 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 of work may result in the deterioration, elimination of production materials or breakdown of equipment;

3) when the work to be performed is related to repair or renovation of the mechanisms and equipment, the breakdown of which caused interruption of the work of significant number of workers;

4) when the shift worker has not come to work, which may lead to impediment of the continuity of work. In such cases the employer or his representative must immediately undertake measures of replacing the absent person with another employee;

5) when loading and unloading and other related transportation work is being performed, when it is necessary to vacate warehouses of the organization, as well as to prevent or eliminate the accumulation of freight in dispatch and designation points;

6) there is urgent necessity to fulfil contractual obligations of the employer.

2. In case it is necessary to involve the employee in overtime work the employer must inform the employee about this within reasonable terms with the exception of cases defined by clause 1 of section 1 of this article.

#### ***Article146 . Duration of Overtime Work***

1. Overtime works at the request of the employer shall not exceed 4 hours during two successive days and 120 hours per year.

In case of the consent of the parties the duration of the overtime work jointly with normal working time can not be exceed 12 hours during two days following each other.

2. The employer must record a precise accounting of overtime work in working time logs.

#### ***Article 147 . Duration of work on the eve of holidays and vacations***

1. The duration of the working day is reduced in one hour on the eve of non-working holidays and commemoration days with the exception of part-time employees.

2. In case of weeks with 6 working days the duration of work on the eve of non-working days shall be not more than 5 hours.

**Article 148 . Work at Night**

1. Night time considered is time from 10 p.m. to 6 a.m.

2. Work shall be considered to be night work if three working hours of the work being done happen to be at night. The duration of night work is reduced by one hour.

3. Working at night shall be prohibited for persons less than 18 years of age, as well as for persons who are not allowed to work at night according to the medical conclusions.

4. Pregnant women, women, taking care of a child under three years of age may be assigned to night work only with their consent.

5. Duration of the work at night shall not be shortened in case of continued production, as well as in cases when under employment contract the work is conducted at night.

6. If it is established that work at night has harmed or may cause harm to the employee's health, the employer must transfer the employee to day work.

**Article 149. Duty**

1. In special cases, when it is necessary to ensure proper operation of the organization or completion of urgent work, the employer may assign an employee to be on duty at the organization or at home, by the end of working day or on rest days or public holidays not more than once a month, or with the consent of the employee, not more than once a week.

2. The duration of being on duty at the organization together with the duration of the working day (shift) when an employee is on duty after the end of a working day (shift), may not exceed the duration of the working day (shift) set in Article 139 of this Code, and the duration of being on duty at the organization on rest days and public holidays, as well as at home may not exceed 8 hours a day. The duration of being on duty at the organization shall be counted as working time, and the duration of being on duty at home shall be counted as at least half of the working time in the organization.

3. For the time of being on duty at the organization or at home, when the standard duration of the working time established in paragraphs 1 and 2 of Article 139 Article 140 and 141 and paragraph 1 of Article 143 of this Code is exceeded the employee shall, during next month, be given rest time, the duration of which is equal to the time of being on duty organization or upon the employee's request, the said time may be added to employee's annual leave or paid for as if it were overtime work.

4. Persons under 18 years of age may not be appointed to be on duty at the organization or at home. Pregnant women and employees raising a child under three years of age, may be appointed to be on duty at the organization or at home only upon their consent.

**CHAPTER 18.**

**REST PERIOD**

**Article 150 . Concept of Rest Period**

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

**Article 151 . Types of Rest Period**

Types of rest period are as follows:

1) a break to rest and to eat;

- 2) additional and special breaks for the rest during a working day/shift;
- 3) uninterrupted rest in between working days/shifts;
- 4) weekly uninterrupted rest;
- 5) an annual rest period (non-working public holidays, annual leave);

**Article 152 . Break to Rest and to Eat**

1. Employees are provided with a break to rest and eat for not longer than 2 hours and not less than half an hour after the first half of the working day (shift) ends but not later than 4 hours after the start of the work. .

2. The break for having a rest or eating is not included in the working time and the employee uses it at his own discretion. The employee has the right to leave the work place.

3. In a six-working day week, on the eve of non-working rest days and public holidays, work may continue without a break to rest and to eat only where the duration of the working day does not exceed six hours.

4. Proceeding from production conditions, in those types of work, where the break to rest and to eat is impossible, an employee shall be granted an opportunity to eat during the work.

5. The beginning and end of a break to rest and to eat shall be stated by the internal code of conduct, the work schedule, a collective contract and an employment contract.

**Article 153 . Additional and Special Breaks**

1. Taking into account the work conditions employees shall be provided with additional breaks to rest during the working day.

2. Employees under 18 years of age, who work for more than four hours, must be granted additional break of at least 30 minutes to rest during their working time. 3. When the work is performed, under conditions when the temperature is above 40 °C or is below – 10°C, as well as when performing hard physical work involving severe mental strain or work involving exposure to other effects to health, special breaks must be provided.

4. Additional and special breaks shall be included in the working time and the procedure for their provision shall be defined by internal code of conduct, the work schedule, a collective contract and an employment contract.

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

**Article 154 . Rest during the Day**

1. The duration of uninterrupted rest between working days/shifts may not be shorter than 11 hours.

2. The duration of daily uninterrupted rest of employees under 16 must be at least 14 hours, and not less than 12 hours for persons from 16 to 18 years of age and must fall in the time from 10 p.m. to 6.0 a.m.

#### ***Article 155 . Uninterrupted weekly rest***

1. Sunday shall be the general rest day and where there are five working days in a week – Saturday and Sunday, with the exception of cases specified in paragraphs 2-4 of this Article and in cases envisaged by other legal acts.

2. For organizations, where work cannot be interrupted at the holiday, which is preconditioned by the need to provide services to the population (city transport, electricity, gas heating supply specialized organizations, theatres, museums, public catering etc.) the rest days are defined by Government of the Republic of Armenia.

3. At organizations where work cannot be interrupted on technical grounds or because of the need for continuity of services to be provided to the population, as well as at other organizations of uninterrupted production rest days shall be provided on other week days in succession to each group of the employees in accordance with the work schedules. These schedules shall be drawn up and approved following the procedure prescribed by Article 142 of this Code.

4. Where the aggregate working time is calculated, employees shall be provided with rest days in accordance with work/shift schedules.

5. An uninterrupted weekly rest period shall not be shorter than 35 hours. In the cases referred to in paragraphs 2-4 of this Article two rest days to be provided must be consecutive.

6. It shall be prohibited to assign work on rest days, with the exception of work which cannot be interrupted on technical grounds, which is necessary for the provision of services to the population, as well as work involving urgent repair loading and unloading. Pregnant women, the employees raising a child under the age of one year and persons under eighteen may be assigned work on rest days only upon their consent.

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

#### ***Article 156 . Holidays and Memory Days***

1. In the Republic of Armenia the holidays and memory non working days are following:

- 1) December 31. January 1 and January 2 – New Year;
- 2) January 6 – Christmas;
- 3) January 28 – Day of the Army;
- 4) March 8- Women’s day;
- 5) April 24 – Commemoration day of Genocide Victims;
- 6) May 1 –Day of Labour;
- 7) May 9 – Day of Victory and Peace;
- 8) May 28 –Holiday of Republic;
- 9) July 5 - Day of the Constitution;
- 10) September 21 – Day of Independence.

2. It shall be prohibited to involve employees to work on holidays, with the exception of work which cannot be interrupted on technical grounds needed for providing services to the population as well as work involving urgent repair loading and unloading.

Pregnant women, the employees raising a child under the age of one year and persons under eighteen may be assigned work on rest and memory days only upon their consent.

**Article 157 . Other holidays and memory days**

Other traditional holidays or memory days or those defined by the law and the church are considered as working days.

**Article 158 . Annual Leave**

1. Annual leave shall be a period calculated in calendar days granted to an employee for rest and rehabilitation of working capacity , during which his job/position and the average wage is retained.

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

**Article 159 . Minimum Annual Leave**

1. Duration of annual leave shall be 28 days.

2. Annual leave shall not be shortened for employees working part-time.

**Article 160 . Extended Annual Leave**

Extended annual leave up to 35 calendar days shall be granted to certain categories of employees whose work involves great nervous, emotional and intellectual strain and professional risk. The list of employees of certain categories is defined by the Government of the Republic of Armenia

**Article 161 . Additional Annual Leave**

1. Additional annual leave may be granted:

1) to the employees working in dangerous and harmful conditions;

2) for employees with unregulated schedules;

3) for employees doing work of special nature

2. The list of employees of certain categories entitled to additional annual leave, the minimum duration of this leave and the procedure of its provision is defined by the Government of the Republic of Armenia.

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

1. The additional annual leave is 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 are provided either with only extended annual or the additional leave added to the minimum annual leave in the manner prescribed by section 1 of this Article at their choice.

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

The annual leave may be provided in parts by the request of the employee. The duration of each part of the leave may not be less than 14 days.



#### ***Article 164. Procedure of Granting Annual Leave***

1. Annual leave for each working year shall be granted in the same working year.

2. Annual leave for the first working year shall be granted as a rule, after six months of uninterrupted work at the organization. For the second and subsequent working years annual leave shall be granted at any time of the working year in accordance with the schedule of granting annual leave. The procedure of making the schedule shall be stipulated in a collective contract, and where such agreement is not made, the schedule of annual leave shall be made by agreement of the parties.

3. Before the expiry of six months of uninterrupted work, annual leave shall be granted at the request of an employee in the following cases:

- 1) to women before a maternity leave or after it;
- 2) in other cases laid down by the collective contract.

4. After six months of uninterrupted work at an organization, the following persons shall be entitled to choose the time of annual leave:

- 1) under 18 years of age;
- 2) pregnant women and employees raising a child under the age of fourteen.

5. Men shall be granted their annual leave at their request during the pregnancy and the maternity leave of their wives.

6. During the first year of employment, the teaching staff of educational institutions shall be granted annual leave during the summer holidays of school children and students, irrespective of the date, when these pedagogues began to work.

7. Annual leave for the persons, who are studying without interruption of their employment, shall be adjusted at their request with the time of their examinations, tests, work on the graduation thesis, laboratory activities.

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 are provided with annual leave at the time of their choice on the basis of the medical conclusion.

#### ***Article 165 . Length of Service Entitling to Annual Leave***

Year of employment, for which annual leave is granted, shall include the following:

- 1) period of actual work;
- 2) the period during which, under the legislation law, an employee retains his job/position and the full wage or a part of it except for the period when the employee has taken a leave to care of a child under the age of three years;
- 3) the period of the employee's temporary inability to work
- 4) the period of paid annual leave;
- 5) the period of forced absence for an employee, who has been reinstated in his former position;
- 6) the period of lawful strike;
- 7) other periods defined by the legislation

#### ***Article 166 . Recall from Annual Leave***

Recall from annual leave shall be permitted only on the employee's consent. The unused part of annual leave shall be granted following the procedure set out in paragraphs 2 and 3 of Article 167 of this Code.

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

1The transfer of the annual leave is allowed only through the mediation of or with the consent of the employee. Annual leave may also be transferred, if the employee:

1) is temporarily incapacitated;

2) becomes entitled to a special-purpose leave specified in Article 171 of this Code;

3) is excused from work for the performance of state or public duties in the cases specified in sections 1 and 3 of Article 180 of this Code;

4) takes part in relief operations after natural disasters, technological accidents, epidemics, accidents, fires and other emergency circumstances irrespective of the procedure, according to which he was mobilised to take part in these operations.

2. Where the causes specified in paragraph 1 of this article or any other causes, due to which annual leave could not be used, arose before the commencement of annual leave, annual leave shall be transferred to some other time by agreement between the employee and the employer. Where such causes arose during annual leave, the annual leave shall be extended by the corresponding number of days, or, by agreement between the employee and the employer, the unused part of annual leave shall be transferred to some other time.

3. The transferred annual leave, as a rule, shall be granted in the same year of employment. At the request or with the consent of the employee, the unused part of annual leave may be transferred and added to the annual leave of the next year of employment.

#### ***Article 168 . Granting of Unused Annual Leave when Dismissing from Work***

When an employee is being dismissed from work (with the exception of cases envisaged by clauses 6 and 7 of section 1 of Article 113 and clauses 1 and 2 of section 1 of Article 123) the unused annual leave shall be provided, at his own request, by transferring the year, months and date of dismissal. If this is the case, the date of dismissal shall be the next day after the last day of the annual leave.

#### ***Article 169 . Pay for Annual Leave***

1. The employer pays the average wage to the employee for annual leave, which is calculated by multiplying the average daily wage of the employee with the number of days of the leave being provided.

2. The pay for annual leave shall be paid at least three calendar days before the commencement of annual leave. Where the pay due to the employee is not paid at the defined period not through the fault of the employee, annual leave shall be extended by as many days the pay was delayed, and the pay for the extended period shall be the same as the pay for annual leave.

#### ***Article 170 . Compensation for the Unused Annual Leave***

1. The minimum annual leave may not be replaced by monetary compensation. If the employee cannot be granted annual leave due to the termination of employment contract or where the employee does not wish to go on leave, he shall be paid monetary compensation.

2. The monetary compensation for the unused annual leave shall be paid when terminating the employment contract irrespective of its term. The amount of the compensation shall be determined in accordance with the number of working days of the unused annual leave for the given period. If the employee was not granted annual leave for a period longer than one year, the compensation shall be paid for the whole period of the unused annual leave.

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

Special-purpose leave shall be:

- 1) pregnancy and maternity leave;
- 2) leave for the care of a child that is under 3;
- 3) educational leave;
- 4) leave for fulfilment of state or public duties;
- 5) unpaid leave.

**Article 172 . Pregnancy and Maternity Leave**

1. Working women shall be provided with pregnancy and maternity leave with their full wage being paid:

- 1) 140 calendar days (70 calendar days of pregnancy, 70 calendar days of delivery);
- 2) 155 calendar days (70 calendar days of pregnancy, 85 calendar days of delivery) in the event of complicated delivery;
- 3) 180 calendar days (70 calendar days of pregnancy, 110 calendar days of delivery) in the event of giving birth to more than one child.

This leave shall be calculated at once and granted to the woman in full. In case of premature delivery the unused days of maternity leave are added to the leave for the delivery.

2. The employees, who have adopted a newborn or who have been appointed as guardians of a newborn shall be granted a leave for the period from the date of adoption or guardianship until the baby is 70 days old.

3. In the cases specified by paragraphs 1 and 2 of this Article, the payment for leave shall be made in the manner defined by the legislation of the Republic of Armenia.

**Article 173 . Parental Leave before the Child Has Reached the Age of Three**

1. Parental leave before the child is three years of age shall be granted at the choice of the mother (step-mother), father (the step-father), grandmother, grandfather of the family or any other relatives, who are actually raising the child as well as of the employee who has been the guardian of the child. The leave may taken as a single period or be used in parts. The employees entitled to this leave may take it out of turn.

2. During the period of this leave the employee shall retain his job/position, with the exception of cases envisaged by the clauses 1 and 2 of section 1 of the Article 113.

**Article 174 . Educational Leave**

1. Employees shall be entitled to educational leave to take entrance examinations at the secondary vocational and higher education institutions and to prepare for them – three days for each examination.

2. The employees studying at general schools, secondary vocational or higher educational institutions shall be entitled to educational leave by the mediation of the educational institution:

- 1) to prepare for and take current examinations – three days for each examination;
- 2) to prepare for and take credit tests – two days for each credit test;
- 3) for laboratory work – as many days as envisaged by the curriculum
- 4) to prepare and present the graduation thesis – 30 calendar days;
- 5) to prepare for and take state (graduation) examinations – six days for each examination;

3. Travel time to and from the educational institution shall not be included in the period of educational leave.

#### ***Article 175 . Leave of Absence for Performance of State or Public Duties***

1. An employee shall be granted leave of absence retaining his job/position in the following cases:

- 1) while exercising their suffrage;
- 2) when summoned as a witness, victim, an expert, specialist, an interpreter, by preliminary investigation bodies, the prosecutor's office and the court;
- 3) when participating to court hearings as employee's representative;
- 4) when performing the duties of a donor;
- 5) in other cases stated by legislation of the Republic of Armenia.

2. The employee being granted leave of absence for the performance of state or public duties defined by section 1 of this Article shall be paid a wage, or a compensation not less than the average by the organization (body), whose obligations are performed unless otherwise is provided by law. The paid average wage is calculated on the basis of:

- 1) the average hourly wage in case the period of the leave of absence for the fulfilment of labor obligations does not exceed one week.
- 2) the average daily wage in case the period of the leave of absence for the fulfilment of labor obligations is more than one week.

3. The elected employees of a trade union functioning at an organization shall be granted a leave of absence up to six working days per year to improve their qualifications, to attend various trade union events, etc. The procedure of granting a leave of absence and payment shall be defined by a collective contract.

#### ***Article 176 . Unpaid Leave***

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

- 1) to the employees at maternity or delivery leave, as well as to the husband of a woman who takes care of a child under 1 and duration of that leave cannot be longer, than 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 conclusion, however, not longer, than within 30 calendar days a year
- 3) for a marriage – three calendar day;
- 4) for funerals of a family member – at least three calendar days.

2. Unpaid leave for other reasons may be provided following the procedure stated by the collective contract.

3. The employee may take a non-paid vacation with the content of the parties and with the term defined by them. Civil servants and employees of local self-governance bodies and other state (special) services defined by the law may have a non-paid vacation for no more than thirty days a year.

#### ***Article 177 . Additional Leave Privileges***

Collective contract and employment contract may provide for other types of leaves and for a longer leave, additional privileges for choosing the time of annual leave, higher pay for annual leave and special-purpose leave than those stipulated by this Code. These privileges with the exception of the additional privilege to choose the time of one's annual leave, may not be stated by the collective contracts and the employment contracts concluded at organizations financed from state or community budget, state social insurance fund and other funds established with the participation of the State and the Central Bank of the Republic of Armenia.

## **CHAPTER 19.**

### **WAGE**

#### ***Article 178 . Wage***

1. A wage shall be remuneration for work performed by an employee under an employment contract.

2. Men and women shall get an equal pay for the same or equivalent work.

3. A wage shall comprise the basic salary and all additional payments paid by the employer to the employee in any way for the work performed.

4. The wage of an employee shall depend upon the amount and quality of work, the results of the activities of the organization and the labor demand in the labor market.

5. A wage shall be paid in money (currency) of the Republic of Armenia dram.

#### ***Article 179 . Minimum Wage***

1. The law shall determine the minimum monthly wage and minimum hourly pay. The law may establish other rates of the minimum monthly wage (hourly pay) for certain branches of economy, regions or categories of employees.

The additional, supplementary pays, bonuses and other encouraging pays shall not be included in the minimum wage.

2. Collective contracts may establish higher rates of the minimum wage than those specified in section 1 of this Article.

3. The hourly pay or the monthly wage of an employee may not be less than the minimum rates referred to in section 1 and 2 of this Article.

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

1. The minimum conditions for determining the wage, rates, tariffs and qualification requirements for professions and positions, work quotas, the procedure of setting tariffs for work and the employees shall be established by the legislation of the Republic of Armenia.

2. The rates of hourly pay and monthly wages, other forms of remuneration for work, their amount and conditions, work quotas shall be laid down in the collective or employment contracts.

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

#### ***Article 181 . Remuneration for Work of Public Officials and Civil Servants***

The terms and conditions of remuneration for work of persons holding political, discretionary or civil positions, as well as employees of civil, other state (special) services and local self-governance bodies defined by the law, other state officials, as well as employees of the Central Bank of the Republic of Armenia are defined by the law.

#### ***Article 182 . Indexing of the Wage***

The wage shall be indexed in accordance with the procedure prescribed by the legislation of the Republic of Armenia.

#### ***Article 183. Remuneration for Work in the Event of Non-conformity with the Normal Working Conditions***

1. In the event of non-conformity with the normal working conditions defined by clause 5 of article 244 of this code, the remuneration for work shall be higher than the pay rate applicable under the normal working conditions. The rate of the remuneration shall be defined in the collective and employment contracts.

2. Classification of working conditions and the minimum levels of factors hazardous for health shall be regulated by laws and other legal acts.

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

A supplement amounting to not less than one and a half times more than the hourly rate is defined for overtime and night work.

The remuneration for every hour of overwork agreed between the parties is not less than the defined hourly rate of the employee.

#### ***Article 185 . Remuneration for Work on Rest Days and Non-Working Holidays and Commemoration Days***

1. The work performed on a rest day and in days envisaged in the section 1 of Article 156 of this Code, unless it is not envisaged in the work schedule, is paid for in the amount not less than the double hourly (daily) rate or the double remuneration rate, or it shall be compensated for by granting the employee another rest day during the month or by adding that day to his annual leave.

2. The pay for work scheduled on a rest day shall be the double rate of hourly (daily) pay or remuneration.

#### **Article 186 . Pay for Idle Time**

1. In case the employee is not offered another job consistent with his/her profession, qualification, which he/she could have conducted without any harm to health for idle time not by employee's fault, than the employee is paid at the two third of the average hourly rate for every idle hour, which is, however, not less than the minimal hourly rate defined by the legislation.

2. In case the employee is temporarily transferred to another job, which does not harm his/her health and which is consistent with his/her profession and qualification for a lower salary during the idle time, which is not by his/her fault than he/she is 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 refuses the offered temporary job, which is consistent with his profession and qualification and which he/she may conduct with no harm to his/her health than he/she is paid not less than in the amount of 30 percent of the defined minimum hourly rate for each idle hour.

4. The employee is paid a salary in the amount envisaged in section 1 of this article for being at the place of work during the idle time at the request of the employer.

5. Cases when the employee may not come to work at all during the idle time may be envisaged by collective or employment contracts.

6. The idle time in *force major* cases established by the legislation of the Republic of Armenia or the idle time having occurred through the employee's fault shall not be paid for.

#### **Article 187 . Pay for Incomplete Working Time**

In cases envisaged by the legislation of the Republic of Armenia, as well as by mutual agreement between the employee and employer the pay for incomplete working time (an incomplete working day or week) shall be proportionate to the actual time spent at work or the actual work carried out.

#### **Article 188 . Remuneration of Work in case of Increased Content of Work**

1. When the employee's content of work increased comparison with the defined norms his work is remunerated in compliance with the volume of the work conducted.

2. The concrete rates of remuneration for work shall be defined in collective or employment contracts.

#### **Article 189 . Remuneration for Work for Shorter Hours**

The conditions for the remuneration of work for the employees working shorter hours shall be determined by the legislation of the Republic of Armenia.

#### **Article 190 . Remuneration of Work for Defective Products**

1. In case of production of defective products not through the fault of the employee his work is remunerated in the amount envisaged for good quality products.

2. Employees, who produce defective products through the fault of the employer or because of the defective products discovered after the acceptance of the products shall be paid at the rate envisaged for the production of good quality products.

3. Employees, who produce defective products through their own fault shall be paid at lower rates, taking into account the degree of suitability of the product.

**Article 191 . Remuneration of Work when Output Quotas Have Not Been Met**

1. Where the employee fails to meet the output quota not through his fault he shall be paid for the actual amount of work performed. In this case his monthly pay may not be lower than two-thirds of his average monthly wage, which may not be lower than the minimum monthly wage defined.

2. In the event of failure to meet the output quota through the fault of the employee, he shall be paid in compliance with the actual amount of work performed.

**Article 192 . Terms, Place and Procedure of Payment of Wage**

1. Wage shall be calculated and paid to the employee on working days, at least once a month by the 15<sup>th</sup> of the following month.

The employer may pay the wage more than once a month.

2. The payment of the wage by securities and commitments is prohibited, except for the cases established by the law.

The wage can be paid by a banking order, cheques or banking transfer to the account mentioned by the employee.

**Article 193 . Payment Statements**

1. The employer shall present payment statements when paying the wages to all employees.

2. The payment statements shall show calculated, paid and deducted amounts.

**Article 194. Notification of New Payment Conditions**

When defining new payment conditions in the case envisaged by section 3 of article 105 of this Code the employer shall notify the employee about this in written form not later than one month beforehand before the new conditions have entered into effect.

**Article 195. Average Wage**

1. The average wage shall be guaranteed to the employees in cases envisaged by the legislation of the Republic of Armenia, collective contracts and employment contracts. A single order of calculation is defined for all cases of the definition of the amount of the average wage envisaged by this code. When calculating the average wages all types of work remuneration are considered (supplementary payments, bonuses etc.), which are applied in the given organization irrespective of the source of payment

2. The amount of the average wage of the employee shall be determined by dividing by twelve the monthly salary of the employee paid by the employer (including additional, supplementary pays and bonuses) of twelve months preceding the month of such demand. In all the twelve months subject to settlement they shall not include the months, during which the employee was temporarily unable to work, at annual, pregnancy and maternity, unpaid or child care leave. If because of some conditions twelve months have not been formed, then the average monthly wage of the employee is calculated by dividing the number of months by aggregate of all the possible preceding months and pays paid to the employee, including the additional, supplementary pays and bonuses. While determining the average wage they do not take into account the bonuses, which other employers based on the annual results of economic or other activities of the given employer have given to the employees that work with that employer.

3. The amount of the average daily wage is defined by dividing the average monthly wage into 30,4 (average number of days of one month).



4. In case of five-day working week the average hourly wage is defined by dividing the average monthly wage into 21.7 and the product of the number of work hours of one day.

In case of six-day working week the average hourly wage is defined by dividing the average monthly wage into 26.1 and the product of the number of work hours of one day.

***Article 196 . Protection of the Employees Claims in the Case of the Employer's Insolvency***

In case of the employer's bankruptcy, the claims in regard of the employee's salary and other equal pays shall be considered in the manner defined by the law

***Article 197 . Remuneration for Work in the Event of the Death of the Employee***

In the event of the employee's death, the wages due to him and other amounts shall be paid to the member of the family of the deceased upon submission of death certificate and documents confirming the kinship with deceased person during six months after death – The payments are made within three work days after the submission of the mentioned documents. The wage and other equivalent pays not received during the period established shall be subject to inheritance in the manner established by the legislation .

***Article 198. Overdue Payment of the Wage and Other Payments Relating to Employment Relations***

1. Where the wage or any other payments relating to employment relations are paid late through the fault of the employer, the employer pays a fine to the employee in the amount and manner defined by the law.

2. When the employer is recognized insolvent, the calculation of the penalty set in the section 1 of this article shall be terminated from the date courts makes a decision about bankruptcy.

***Article199 . Data On the Wage and other working conditions***

Information about the wages and other conditions of work of the employee shall be provided or disseminated only in cases envisaged by the Legislation of the Republic of Armenia or with the consent of the employee.

## **CHAPTER 20.**

### **GUARANTEES AND COMPENSATIONS**

***Article 200. Conditions of remuneration of educational holidays***

1. The student studying in a general, secondary-vocational or higher education institutions is paid for his/her educational holiday by the employer not less than the average daily wage of the employee for each day in case the employee was sent to receive education by the employer.

2. The issue of payment for the educational holidays of employees taking exams or studying on their own initiative may be regulated under a collective contract or with the consent of the parties.

***Article 201 . Professional Training of the Employees Notified about their Dismissal***

The employees who have been notified about the annulment of the employment contract in cases envisaged by clauses 1, 2 and 3 of section 1 of article 113 of this code may be sent to take up training for a profession meeting the needs of the local labor market or to improve their qualifications. The arrangement for their training shall be specified by the legislation of the Republic of Armenia.

***Article 202. Work Pay in case of Transfer of the Employee to another Job for Health Conditions***

1. If an employee's health deteriorated due to work conducted (he is unable to work in his previous job because of an injury, occupational disease, other impairment of health) and if there is no possibility to transfer him to another job, which is suitable for his state of health, as there is no corresponding vacancy at the given organization, he shall be entitled to a benefit until the opinion of the state socio- medical expertise commission about the employee's capacity for work is received. Upon determining the degree of work disablement, the employee shall be paid a compensation by the employer if he was not insured against accidents at work and occupational diseases.

2. In cases defined by section 1 of this article if the employee is transferred to a lower paid job he is paid a salary and a compensation as the difference between his previous average monthly salary and the salary being paid for the work done before receiving the opinion of the social medical expertise commission on his inability to work.

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

The employer pays the employee his average salary for supplementary and special breaks, which is calculated on the basis of the amount of the average hourly wage.

***Article 204 . Health Checks Guarantees for Employees***

The employees who must have health checks due to the nature of their work shall be paid by their average wage for the time spent for this purpose, which is calculated on the basis of the amount of the average hourly wage.

***Article 205 . Compensation to the Employees Engaged in Special Conditions or Nature***

The employees whose work is performed in fields or involves trips (transfers) , shall be compensated for the additional expenses caused by the conditions or type of work. The minimum amounts of these compensations and the procedure of their payment shall be determined by the Government of the Republic of Armenia. In case compensations are paid from state or community budgets the maximum amount of compensations is defined by the Government of the Republic of Armenia.

***Article 206 . Pay upon Refusal to Work***

Where the employee refuses to work for a justified reason, related to ensuring his security and presence of threat to his health, as well as in case, he has not been trained about the work safety or if there are not measures of personal and collective safety he shall be paid his average wage for this period, which is calculated on the basis of the amount of average hourly wage. If the employee refuses to work without a justified reason he shall not be paid for the time missed and he shall compensate the loss caused to the employer following the procedure established by the legislation of the Republic of Armenia.

### ***Article 207 . Guarantees for Donors***

On the day a donor gives blood or blood components he must be granted a leave of absence. The employee must give a notice about his absence from work at least one day before the absence. The employer or his representative organization must not create obstacles for the employee to donate his blood or its components.

### ***Article 208 . Compensation to the Employee for the Depreciation of the Instruments and Work Clothes***

1. An organization employer shall guarantee that the employees be provided free of charge the instruments, equipment, special clothes necessary for work and other protective equipment, both individual and collective.

2. When the property specified in paragraph 1 of this Article, belonging to the employee, is used during the work organization, the organization employer must compensate for the depreciation of the property of the employee.

### ***Article 209 . Guarantees and Compensation in the Case of Business Trips***

1. The employees on business trips shall be guaranteed that during the entire period of business trip they shall retain their job/position and the wage. Moreover, they shall be paid per diem and the costs relating to the business trip shall be defrayed to them.

2. The minimum amount of payments specified above and the payment procedure shall be determined by the Government of the Republic of Armenia. In case the expenses of business trips are covered by state or community budgets the maximum amount of compensations is defined 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 raising a child under one may be sent on a business trip only with their consent.

### ***Article 210. Guarantees and Compensations, when Admitting to Work or Transferring to Work in another Place***

1. In all cases when an employee is admitted or transferred to work in another location (with the exception of admission or transfer at his own request), he shall be paid:

- 1) for his and his family's travel expenses;
- 2) expenses related to the transportation of the required property;
- 3) per diem for the time spent on travelling;

4) the average hourly wage during the period of preparation for the trip and settlement in the new location, but not more than for six days, and for the travel time;

2. Collective contracts or employment contracts may specify payment of other expenses relating to the transfer (in the form of single benefits, etc).

3. Where an employee is admitted to work or transferred to work in another location at his own request, the benefits payable to him under paragraph 1 of this article may be specified by the agreement of the parties.

### **Article 211 . Cases of Paying Back the Compensations Paid**

1. In case of being transferred or accepted to another work the Employee is obliged to pay back the compensations paid by the Employer if:

- 1) the Employee does not come to work without substantial reason or refuses to start the work,
- 2) the Employee terminates the employment contract signed for a certain period without a substantial reason before its expiry
- 3) the Employee terminates the employment contract signed for indefinite period before the expiry of one year of working period
- 4) the Employee commits acts which constitute the basis for terminating and employment contract under this law.

2. An Employee who did not come to work or refused to start the work due to substantial reasons is obliged to pay back all the amounts paid by the Employer except all the travel expenses.

### **Article 212 . Meeting the Pecuniary Claims**

1. Pecuniary claims of the employees arising from employment relations, related to the harm caused to the life or health of the employee shall be compensated by the employer in the procedure defined by the legislation of the Republic of Armenia.

2. The resources of the special finds instituted by the Government of the Republic of Armenia may be used, in accordance with the procedure established by legislation of the Republic of Armenia, to settle the claims specified in paragraph 1 of this Article, if such compensation is not given as a result of employer's bankruptcy.

### **Article 213 . Grounds for Wage Deductions**

1. Wage deductions may be made only in cases and in the manner defined by the law.

2. Deductions or charges from the wages of the employees to cover the debt to the employer may be made:

- 1) from the prepayment of the wage paid to the Employee,
- 2) from the amounts paid in excess due to the computation errors,
- 3) from the prepayment which was paid to the Employee to cover the costs of a business trip or for being transferred or accepted to another work or for realization of separate activities and which was not spent and paid back on time,
- 4) for compensating the damaged caused to the Employer through the Employee's fault.

In cases mentioned in the 1<sup>st</sup> paragraph of this section when the employees' debt does not exceed his average wage for one month, the employer has the right to make deductions if he has issued a corresponding legal act on deductions made not later than within one month after the expiration of the defined period for return of the prepayment, overpayment made as a result of mechanical errors during calculations, returning the amount of the prepayment, which was not spent and not returned in time and identification of the harm caused by the employee.

Deductions or charges from the wages of employees may be also made with the purpose of covering the debts of the employer, when the employee is dismissed until the end of the working year for which he has been provided with a vacation. In this case the amount paid for not worked days is charged. No charges are made for these days if the employee is dismissed not through his fault.

3. It shall not be permitted to recover the wage overpaid and computed by applying the wrong law, with the exception of cases of the computation errors.

**Article 214 . Limitations on Wage Deductions**

The total amounts of the deductions of the wages shall be computed in order established by the law, which can not exceed the fifty percent of the monthly wage of the employee.

**CHAPTER 21.  
LABOR DISCIPLINE**

**Article 215 . Ensuring Labour Discipline**

1. Discipline at work place shall be ensured by providing organizational and economic conditions for normal and efficient work, as well as incentives for work.
2. Disciplinary measures may be applied to the employees, who are in breach of labor discipline.

**Article 216 . Employee Duties**

The employees must work diligently and honestly, comply with labor discipline, fulfil the lawful orders of the employer and the administration in due time and accurately, observe the requirements of technological discipline, labor protection and health, and use the employer's property sparingly, immediately inform the employer about the emergence of a danger threatening the life and health of people and protection of the employer's property.

**Article 217 . Employer Duties**

The employer shall:

- 1) provide the employer with work agreed upon with contract and organize his work
- 2) pay wage in terms and amounts envisaged;
- 3) provide the employee with paid and non-paid vacation ;
- 4) provide with safe working conditions;
- 5) while accepting to the work, as well as during the work get the employee familiarized with rules of discipline, requirements ensuring protection of work and fire regulations;
- 6) comply with the other requirements of labor laws, other normative legal acts, collective and employment contracts

**Article 218 . Rules of Internal Labour Discipline**

1. Labour discipline is the code of conduct defined by Labour Code, other normative legal acts containing the norms of labour rights, collective and employment contracts, internal legal acts of the Employer which should be followed by all the employees.

2. The internal code of conduct is an internal legal act of the employer regulating the acceptance and dismissal procedures of employees, basic rights, obligations and responsibilities of parties defined by the employment contract, routine of work, time for rest, encouragement and behaviour responsibility measures taken towards the employees, as well as other issues concerning business relations.

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

1. For conscientious performance of their employment duties the employees may be provided incentives by the employer. The following types of incentives may be provided to employees: expression of gratitude

- 1) lump sum payment
- 2) memory gifts
- 3) supplementary paid vacation
- 4) no application of disciplinary fines

2. Other types of encouragement may be defined by internal disciplinary rules of the organization or by a collective contract.

3. In cases and order envisaged by the law the employees can be nominated for state awards.

#### ***Article 220 . Violation of Labour Discipline***

Violation of labour discipline shall be non-performance or improper performance of labour duties through the employee's fault.

#### ***Article 221 . Gross Violation of Labour Discipline***

1. A gross violation of labour discipline is considered the violation involving big violation of the provisions of laws and other normative legal acts which directly regulate the employee's work, or any other gross transgression of work duties or the prescribed work regulations.

2. A gross violation of labor discipline may be considered :

- 1) acts, which violate a person's constitutional rights;
- 2) disclosure of state, professional, commercial or technological secrets or communicating them to a competitor organization;
- 3) taking advantage of one's position to get unlawful gain for oneself or other persons or for some other personal purposes, arbitrary behaviour;
- 4) violation of equal rights of men and women or sexual harassment of colleagues, subordinates or beneficiaries;
- 5) where, during the working time, the employee is under the influence of alcohol, narcotic or toxic substances;
- 6) absence from work throughout the entire working day/shift without any substantial reason;
- 7) refusal to undergo the mandatory medical examination,

#### ***Article 222 . Grounds of Disciplinary Liability***

Disciplinary sanctions may be applied only to the employer who has committed a violation of labor discipline.

#### ***Article 223. Disciplinary Sanctions***

1. The following disciplinary sanctions may be imposed for violations of labor discipline:

- 1) reprimand
- 2) severe reprimand;

- 3) termination of employment contracts based on Articles 121- and 122 of this law.
2. Other discipline sanctions may be also defined for the employees of certain categories by the law.
3. Sanctions not envisaged by the law shall be prohibited.

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

When imposing a disciplinary sanction it must be taken into account the gravity of the disciplinary violation and its consequences, the employee's guilt, the circumstances, under which the violation occurred and the previous performance of the employee at work.

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

Only one disciplinary sanction may be imposed for each violation of work discipline.

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

Before imposing a disciplinary sanction the employer must request the employee to provide an explanation in writing about the violation of labor discipline. If, within the period set by the employer, the employee fails to provide his explanation without a substantial reason, a disciplinary sanction may be imposed without an explanation.

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

1. A disciplinary sanction may be imposed within a month after a violation of discipline is disclosed, without taking into account the time when the employee was not available at work due to temporary inability to work, a business trip or on leave.

2. A disciplinary sanction may not be imposed after a lapse of six months from the date when the violation was committed. Where a violation of labor discipline was disclosed during an audit or when taking inventory of pecuniary or other assets, a disciplinary sanction may be imposed not later than within two years after the date of the commitment of the violation.

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

A disciplinary sanction may be appealed in legal form.

***Article 229 . Term of a Disciplinary Sanction***

Where, during one year after the date when a disciplinary sanction was imposed, no new sanction was imposed upon the employee, it shall be regarded as cancelled

***Article 230 . Withdrawal of a Disciplinary Sanction***

Where the employee has not committed any new disciplinary violations or keeps working diligently and conscientiously, the sanction imposed on him may be lifted before the completion of one year.

## **CHAPTER 22.**

### **MATERIAL LIABILITY**

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

Material liability shall be incurred when one party (employer or employee) of the employment contract causes damage to the other party through non-performance or inadequate performance of his official duties

The liabilities having occurred as a result of causing damage are regulated by the Civil Code of the Republic of Armenia, unless otherwise is stipulated by this Code.

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

Material liability shall be incurred when all the following conditions are present:

- 1) damage has been caused;
- 2) damage has been caused through illegal activity;
- 3) there is a causal relationship between an illegal activity and damage;
- 4) there is the guilt of infringer;
- 5) the infringer and the victim were in a working relationship during the violation of the rights
- 6) the resulting damage relates to work activities.

#### ***Article 233 . Taking into Account the Victim's Fault***

Where damage was caused through fault of the injured or dead victim, the compensation of damage shall be reduced taking into account the degree of guilt or a claim for compensation shall be declined.

#### ***Article 234 . Cases of Employer's Material Liability***

The employer's material liability shall be incurred in cases when:

- 1) an employee who hasn't been insured against accidents at the place of work or occupational diseases is injured or died or acquired an occupational disease
- 2) damage is caused by lost to, destruction or uselessness of the employee's property;
- 3) violation of property interests of the employee and other persons.

The employer compensates the harm caused by itself in the manner defined by the Civil Code of the Republic of Armenia.

#### ***Article 235 . Compensation of Damage after Restructuring of an Organization***

In the event of restructuring of an organization, which is under an obligation to compensate to the victim, the claim for compensation of damage shall pass to the legal successor of this organization in accordance with transfer act or division balance.

#### ***Article 236 . Compensation of Damage after the Liquidation of an Organization***

Where an organization is liquidated the damage incurred to the employee shall be compensated in order established by the Civil Code and other laws of the Republic of Armenia.



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

An employee must compensate damage arising due to:

- 1) damage or loss of the employer's property
- 2) allowing overspend of materials;
- 3) employer's compensation of the harm caused by the employee to other persons when fulfilling his official obligations
- 4) expenses made because of the harm caused to the property of the employer
- 5) improper storage of material valuables;
- 6) failure to prevent production of defective products and embezzlement of material or pecuniary assets.

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

An employee must compensate the employer for the whole damage, caused but not in excess of the amount of his three average monthly wages, with the exception of cases specified in Article 250 of this Code.

**Article 239 . Cases where Employees must compensate all Damage**

An employee must compensate the employer for the whole damage completely in the following cases:

- 1) damage was caused deliberately;
- 2) damage resulting from the criminal activity of the employee;
- 3) a contract of full material liability has been concluded with the employee;
- 4) damage resulting from the loss of instruments, equipment, special cloths and individual and collective protection devices, as well as loss of materials, semi-produced goods or products provided to him in the course of the production;
- 5) damage caused in any other way or to any other property full liability, for which there is a special law;
- 6) damage caused by an employee under the influence of alcohol or narcotic or toxic substances.

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

1. A contract of full liability may be concluded with the employees whose work is directly related to safe-keeping, acceptance, release, sale, purchase transportation or use of material assets and in respect of the personal protective equipment issued to the employee for use at work. This contract shall be executed in writing. It must provide for what types of material assets an employee shall assume full liability and for which obligations liability shall be assumed by the employer, by providing the conditions which could prevent the creation of liability.

2. Contracts of full liability may not be concluded with the employees under 18.

**Article 241 . Determination of the Amount of Damage to be compensated**

1. The amount of the damage to be compensated shall comprise direct losses and the income, which has not been received.

2. The damage shall be computed taking into account those expenses of the victim, which he has been incurred or will incur to restore the rights violated, the damage or loss of his property (real loss), as well as not received incomes, which that person would receive under the normal conditions of civil turnover, if his rights would not be violated.

3. The employer that has compensated the damage incurred by the employee (while performing service, official or other work duties, driving transport devices, etc) reserves the right of regress claim in the amount paid for compensation, if otherwise stipulated by the 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-technical, health, medical-preventive, rehabilitation and other measures.

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

1. Every employee must be provided with proper, safe and health-friendly working conditions as set in the law.

2. It is the responsibility of an employer to ensure safety and health at work for the employees. Taking into account the size of an organization and the level of risks of the production for employees, an employer shall establish in his organization or hire a certified occupational safety and health service or shall perform these functions himself.

**Article 244. Ensuring normal working conditions**

The employer is liable to ensure normal working conditions so that the employees can fulfil the norm of work. These conditions are as follows:

- 1) due operation of mechanisms, equipment and other means
- 2) *provision with technical documents in a timely manner*
- 3) Adequate quality and timely provision of materials and tools required for the conduct of the work
- 4) Provision of the production with electricity, gas and other types of energy
- 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 does not exceed the defined minimum level, radiation, vibration and other dangerous factors with negative impact on the health of the employee).
- 6) other conditions necessary for the conduct of certain activities

**Article 245 . Design of Workstations**

1. The workstation and working environment of every employee must be safe, comfortable and non-harmful to health, as well as designed according to the requirements laid down in normative legal acts on safety and health at work.

2. Newly constructed and reconstructed sites (complexes, organizations, plants, workshops, etc.) shall be commissioned in accordance with the procedure established by the Government of the Republic of Armenia.

#### ***Article 246 . Devices of Work***

1. It shall be permitted to use only the work devices, which are in good working condition and meet the requirements established in legal acts on safety and health at work.

2. The minimum safety and health requirements for work equipment shall be laid down in relevant legal acts on safety and health at work.

3. Obligatory safety and health requirements for the production of particular work equipment or their groups, as well as for procedures of the conformity assessment of them shall be established by technical regulations (standards) or other normative legal acts.

4. Requirements for the safe use of specific work equipment shall be provided by the manufacture in the accompanying documentation. These documentation must be provided by the producer and accompanied by work equipment.

5. The compulsory continuous maintenance of potentially dangerous equipment shall be carried out by the employer unless otherwise is envisaged by the contract on the use of this equipment. .

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

1. In the organizations, whose production processes involve the use, production, transportation or storage of chemical substances dangerous to human health, employers shall establish and implement measures for safeguarding the health of employees and ensuring the protection of the environment.

2. The packaging of dangerous chemical substances must bear marks of dangerous chemical substances warning of their harmfulness or danger.

3. Employees must be trained and instructed to work safely with specific dangerous chemical substances. Workstations must be supplied with collective protective equipment, as well as special systems for monitoring the quantities of these substances in the working environment and for warning employees of danger. Employees must be provided with personal protective equipment.

#### ***Article 248 . Organization and Performance of Safe Work***

1. Work must be organized in compliance with the requirements laid down in normative legal acts on safety and health at work:

2. On the basis of the principles of ensuring safety and health at work, normative legal acts on safety and health at work, technical documentation of technological processes and work equipment, the employer shall:

1) assess potential risks to ensuring the safety and health of employees;

2) Manages the Occupational Safety and Health Status Card in the organization. It shall indicate those workstations, work equipment, working and rest time which are in compliance with the requirements laid down in normative legal acts on ensuring the safety and health at work, as well as measures for improving the safety and health at work where the level of ensuring the occupational safety and health does not satisfy the requirements;

3) in conformity with the provisions of the Occupational Safety and Health Services in organizations, establish procedure for monitoring compliance with occupational safety and health requirements in the organization by approving the regulations of the occupational safety and health services in the organization or job instructions of occupational safety specialists in the organization, by giving instructions to the heads of subdivisions to implement occupational safety and health measures and to monitor compliance with occupational safety and health requirements;

4) adopt internal normative legal acts of the organization on occupational safety and health (occupational safety and health instructions, rules for the safe performance of works, etc).

3. The internal normative legal acts on occupational safety and health shall be adopted by employer.

4. Failure to comply with the requirements stated by normative legal acts on safety and health at work, rules for the organisation and performance of works and instructions shall constitute a violation of labor discipline.

#### ***Article 249 . Compulsory Health Examinations***

1. Employees under 18 years of age must undergo a medical examination upon employment and with the defined regularity until they reach 18 years of age.

The regular medical examination of employees under 18 is conducted on account of the employer.

2. Employees, who are likely to be exposed to occupational risk factors must undergo a pre-entry medical examination and periodic medical examinations in the course of employment, according to the asserted medical examination schedule of the employer. Employees who are exposed to occupational hazards at work and who use dangerous carcinogenic substances in the course of their work shall undergo regular medical examination also upon changing their work in the same organization or their workplace.

3. For the purpose of protecting the health of the population, employees of organization of the food industry, public catering and trading organizations, waterworks, medical and preventive care institutions and children institutions shall undergo regular medical examination.

4. Employees working at night and shift workers must undergo pre-entry medical examination and periodic medical examinations in the course of employment according to the asserted medical examination schedule of the employer organization

5. An employer shall approve the list of those employees, who are subject to compulsory medical examination and shall agree the medical examination schedule with the health care institution. Employees shall be introduced to the medical examination schedule by the employer with their signature.

6. Compulsory medical examinations shall take place during working time. the compulsory medical examination of employees over 18 is conducted on account of the employer, in case this is envisaged by a collective or employment contract.

7. The list of professions and activities, for which employees must undergo compulsory initial and regular medical examination, as well as the procedure of medical examination shall be established by the Government of the Republic of Armenia.

#### ***Article 250 . Temporal Suspension of Work***

1. The work is temporarily suspended in accordance with the procedure established by normative legal acts:

- 1) if an employee (employees) has/have not been introduced to occupational safety rules;
- 2) in the event of a breakdown of work equipment or an accident hazard;
- 3) if the work is performed in violation of the established technical regulations;

4) if work is performed without the necessary collective and /or personal protective equipment or if the employees are not provided with collective and/or personal protective equipment;

5) when the working environment is harmful or dangerous to health or life.

2. In the event of danger emerging in the organization or its subdivision, the employer must:

1) immediately inform all the employees and those persons who are likely to be exposed to danger about the imminent danger as well as about the measures to be undertaken to ensure the protection of the safety and life of the employees and about 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) organise the provision of first aid to the injured, as well as the evacuation of the employees;

4) immediately notify relevant internal and external services and bodies of the danger and the employees injured;

5) until the arrival of specialised services, start eliminating the danger with the help of the specially trained employees, employees of the occupational safety and health service of the organization.

3. In the cases specified in paragraph 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 trade union have the right to demand suspension of work. In case the employer refuses to satisfy the demand of the safety and health maintenance service of the organization or of the trade union the latter will inform the state labour inspectorate about this. The decision on making the employer terminate the work may be made by the state labor inspector after the evaluation of the safety and state of health of employees. In case the employer refuses to meet the requirements of the state labor inspector the latter has the right to apply to the police for termination of work and evacuation of employees from dangerous work places.

4. Employees must immediately inform the employer about the break down of equipment or emergency situation

5. Every organization and its subdivision must have evacuation plans of employees.

6. Organizations, which produce, use and store dangerous substances, must have possible accident prevention plans and plans for elimination of their impacts. The list of such organizations shall be approved in accordance with the procedure established by the Government of the Republic of Armenia.

7. Evacuation plans of employees shall be placed organization in visible places. The employees of the occupational safety and health committee of the organization shall be informed of evacuation and accident prevention plans and plans for elimination of accident impacts organization

8. For the period when works are suspended in the cases specified in paragraph 1 of this Article the employer shall pay employees their average wage, which is calculated on the basis of the amount of the average hourly wage.

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 work the employer has the right to transfer employees to another work not envisaged in the manner prescribed by the legislation organization.

#### **Article 251 . Sanitary-hygienic Facilities of an Organization**

1. In accordance with the procedure established by normative 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 designed 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 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. Medical points, catering facilities in an organization shall be designed in accordance with the requirements for such facilities and taking into account the number of employees.

#### ***Article 252 . Attestation of Employers***

1. The knowledge of every employer in occupational safety and health shall be attested prior to the commencement of operation of the organization every five years in accordance with the procedure established by the Government of the Republic of Armenia.

2. The list of employers being exempt from the t attestation in the sphere of ensuring the safety and health of employees shall be approved by the Government of the Republic of Armenia.

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

The employer must inform and consult employees about all the issues related to the analysis, planning of ensuring the safety and health of employees, the organization and control of appropriate measures. The employer shall ensure the participation of the trade union in the discussion of issues related to ensuring the safety and health of employees. The employer may establish a Committee of Ensuring the Safety and Health of Employees Issues, the order of operation of which is defined by the Government of the Republic of Armenia.

#### ***Article 254. Training, Instruction and Qualification Testing of Employees in Occupational Safety and Health Matters***

1. The employer may not demand that an employee should begin work in the organization if the employee has not been trained and / or instructed to work in safety.

2. The employer shall ensure that the employee posted in the organization from any other organization should not commence work until he is informed of the existing and potential risk factors in the organization and instructed to work in safety at a specific workstation.

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

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

2. When 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 legal acts on safety and health at work.

#### ***Article 256 . Organization of Health Control Services***

1. The employer must provide employees with first medical aid, in the event of accidents or outbreak of acute diseases at work.
2. The transfer of the employee who has fallen ill or was injured at the place of work to a health care facility shall be organized by the employer on his account.

**Article 257 . Work of Persons under 18 Years of Age**

Employment of persons under 18 years of age shall be prohibited for:

- 1) hard works;
- 2) work involving possible exposure to agents, which are toxic, carcinogenic or dangerous for health;
- 3) work involving possible exposure to ionising radiation or other hazardous and harmful agents to health;
- 4) work involving a higher risk of accidents or occupational diseases, as well as work which young person might not be able to perform safely due to lack of experience or attention safety.

The list of jobs considered as hard and harmful mentioned in this article is defined by the Government of the Republic of Armenia.

**Article 258 . Maternity Protection**

1. Pregnant women, women who take care of a child under one year of age shall not be engaged in a job with dangerous factors and harmful conditions, which may have a negative impact.. The list of hazardous conditions and dangerous factors prohibited for pregnant women, women who have recently given birth shall be approved by the Government of the Republic of Armenia.

2. In compliance with the list of hazardous conditions of work, as well as working environment risk assessment results, the employer must establish the nature and duration of potential effect to safety and health of pregnant women and women who take care of a child under one year of age. Upon assessment of the potential impact, the employer must undertake temporary measures to ensure the elimination of the above risk of dangerous factors.

3. Where the elimination of dangerous factors is impossible, the employer shall take measures to improve the working conditions so that the exposure of pregnant women, women who have recently given birth to risks is avoided. If it becomes impossible to eliminate such affect in the result of the improvement of working conditions, the employer must transfer the woman (upon her consent) to another job in the organization.

4. Where a pregnant woman, woman taking care of a child under one year of age has to attend medical examinations, the employer must release her from work preserving her average wage, which is calculated on the basis of the amount of average hourly wage. 5. Apart from general break to rest and to eat, breast-feeding woman shall be given at least every three hours at least 30 minute breaks to breast-feed. At the woman's request, the breaks for breast-feeding may be joined or added to the general break or transfer at the end of the working day, shortening the working day accordingly. Payment for these breaks to breast-feed shall be calculated according to the average daily pay of the employee.

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

Safety and health at work of working disabled persons shall be guaranteed by the law.

**Article 260 . Notification of accidents occurred at the work place and occupational diseases.**

1. The Employee suffered from accidents occurred at the work place or acute occupational diseases if able as well as the person who was a witness during the accident or its consequences shall immediately notify the head of the subdivision, the Employer and the Department ensuring the security and health care of the employees.

2. If an employee deceases at the work place the Employer shall immediately inform the Office of the Prosecutor and State Labor Inspectorate.

In cases of acute occupational diseases which caused the death of an Employee the Employer shall immediately inform the Office of the Prosecutor and State Labor Department.

#### ***Article 261 . Official investigation of accidents and occupational diseases***

1. Official investigation is conducted with the purpose of identification of 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 official investigation is 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 work place according to the defined order, has the right to get acquainted with the materials of official investigation of the accident or occupational disease, is obliged 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 to the Head State Inspector or to the Court.

#### ***Article 262 . Supervision over the Safety and Health maintenance of the Employees***

Within the scope of their powers the public authorized bodies perform the supervision over the safety and health maintenance of the employees.

## **CHAPTER 24.**

### **LABOR DISPUTES**

#### ***Article 263 . Concept of Labour Dispute***

Labour dispute is disagreement between the employee and the employer regarding the exercising of the rights and fulfilment of duties established in Labour Code or other normative legal acts, employment contract or collective contract.

#### ***Article 264 . Labour Dispute Examination Bodies***

1. The labour disputes shall be examined in legal form – in order established by the Civil Procedures Code of the Republic of Armenia.

2. Collective labour disputes shall be resolved according to the procedure established in Chapter XII of this Code.

#### ***Article 265 . Disputes relating to the Employment Contract***

1. An employee who disagrees with the changing of the working conditions, suspension from work on the employer's initiative, dismissal from work, shall be entitled to apply to the court within one month from the day of receipt of the appropriate notice (document). If it is established that the working conditions were changed, the employee was suspended from work without a valid reason or in violation of



laws, then the violated rights of the employee must be restored and he must recover the average work pay for the entire time period the employee was in idle position, however, not more, than for three months or difference of the wage for that period, during which the employee was employed in a lower paid job, except for the cases established in paragraph 2 of this Article. The average wage is calculated through multiplying the amount of the average daily wage of the employee with the number of corresponding days.

2. If the court establishes that the employee may not be reinstated in his previous job due to economic, technological, organizational or similar reasons and the court must oblige the employer to pay compensation for the idle time of average wage of the employee till entering into force court decision. In this case the employment contract shall be considered as terminated starting the day, when the legal decision of the court becomes effective.

***Article 266 . Court Expenses of Labour Disputes***

All court expenses of labour disputed shall be made in order established by the law.

**President of the Republic of Armenia**

**R.Kocharyan**

**December 14, 2004**

**RA Law-125**