

LABOR CODE of GEORGIA

Chapter I

General Provisions

Introductory Provisions

Article 1. Scope of Activity

1. This Labor Code regulates labor and subsequent relations on the territory of Georgia that are not otherwise regulated by an international agreement of Georgia or a special law.
2. The issues related to labor relations, that are not regulated by this Code or other special law, shall be regulated by the norms of the Civil Code.

Article 2. Labor Relations

1. Labor relations represent fulfillment of work by an employee for an employer in exchange for remuneration in conditions of organization labor regulation.
2. Labor relations shall emerge by the agreement reached as a result of expression of free will of the parties, based on parties' equality principles.
3. Discrimination of any kind is forbidden during the labor relations, such as: discrimination by race, color of a skin, language, ethnic and social, origin, property, class, working place, age, sex, sexual orientation, limited abilities, religion or membership of other unifications, family status, political and other beliefs.
4. Direct or indirect oppression of a person that aims to or causes the creation of a frightening, hostile, disgraceful, dishonorable and insulting environment is considered to be discrimination. Creation of conditions that directly or indirectly worsens a person's condition in comparison to other person in the same conditions is also considered to be discrimination.
5. The need in persons' differentiation due to a job's peculiarity that is conditioned by the essence and the specificity of a job or by the conditions of fulfillment of a job, that aims at a legal achievement of a goal and is a commensurate and inevitable mean for its achievement is not considered to be discrimination.
6. The Parties engaged in labor relations shall protect fundamental human rights and freedoms envisaged by the Georgian legislation.

Article 3. Subjects of the Labor Relations

1. Subjects of the Labor Relations can be: employer, employee and unions of employees.
2. Employer is a physical person or a legal entity, also a union of persons for which certain work is carried out on the basis of a labor contract.
3. Employee is a physical person who on the basis of a labor contract carries out certain work for the benefit of the employer.
4. Subjects of collective labor relations are union of employees and employer.

Chapter II

Individual Labor Relations

Origin of Labor Relations

Article 4. Minimum Employment Age and Origin of Capability

1. Labor capacity of a physical person shall arise from the age of 16.
2. Labor capacity of an underage below 16 shall arise in case of consent from his/her legal representative, tutor and guardianship bodies, if it is not against his/her interests, does not damage his/her moral, physical or mental development and does not limit him/her right and ability to obtain elementary, compulsory and basic education. Consent from legal representative, tutor and guardianship bodies is valid for further similar labor relations as well.
3. Labor contract can be concluded with an underage below 14 only on performance of a work related to sport, art and cultural sphere, as well as to advertising activities.
4. It is prohibited to conclude a contract with an underage on performance of work related to gambling business, night entertainment institutions, pornography production, and production of pharmaceutical and toxic substances, conveyance and realization.
5. It is prohibited to conclude a contract with an underage, a pregnant woman or a nursing mother, on performance of hard, unhealthy and hazardous work.

Article 5. Pre-contractual Relations and Exchange of Information Before Labor Contract is Ratified

1. An employer shall be authorized to obtain information about an applicant that is required for making a decision on the applicant's recruitment;
2. An applicant shall inform an employer on any circumstances that may prevent him/her from performing the work, or may endanger the interests of the employer or a third person.
3. An employer shall have a right to check the information submitted by an applicant;
4. The information obtained by and submitted to the employer shall not be accessible for other persons without the applicant's consent, except in cases demanded by the law.
5. An applicant shall have a right to retrieve the documents submitted by him/her if a labor contract hasn't been concluded between this person and the employer.
6. An applicant shall have a right to obtain full information about working conditions and work that he/she should carry out, about his legal position in the organization, as well as his remuneration.
7. Pre-contractual relations with the candidate are terminated after the conclusion of a labor contract between the parties or after the denial notification.
8. An employer shall not be liable to substantiate his/her decision on not recruiting an applicant.

Article 6. Ratification of a Labor Contract

1. A labor contract shall be made in writing or verbally for a definite or indefinite period of time, also with set terms for the fulfillment of the work.
2. Labor contract made in writing shall be concluded in a language understandable for the parties. Labor contract made in writing can be made in more than one language. If labor contract made in writing is made in more than one language it should contain agreement regarding which version (language) of a contract should be given priority in case of existence of differences in provisions of a contract.
3. An employee's application and a document issued by an employer based on the application to confirm his/her will to hire the applicant shall equal to signing a labor contract.
4. An employer is obliged to issue a letter of notification upon the request of an employee indicating data about the job carried out by an employee, his remuneration and duration of a labor contract.
5. The labor contract can specify that internal regulations will be covered in the contract. In this case, prior to signing a labor contract, an employer shall familiarize an employee with all internal regulations (if any exist) and with any modifications regarding these regulations.
6. If more than one labor contracts are concluded with an employee but each of these contracts contains additional information for other contracts, all of them are valid and are considered as one contract.
7. Previous contract is considered to be valid as long as its terms are not modified by following contract.
8. If more than one contract concerning same terms is concluded with one person, contract concluded later takes priority.

Article 7. Start of Labor Relations (added)

Unless otherwise provided by a labor contract, labor relations start from the moment of actual performance of work by an employee.

Article 8. Restriction of Labor Contract on Compatible Job

1. Labor contract on compatible job can be concluded with a person who can fulfill other reimbursable job during a time free from his primary job.
2. The employer can limit the employee's right to perform other work by terms of a labor contract, if such work prevents the employee from fulfilling the duties and responsibilities of the primary job, or if the organization for which he performs work is a competitor of the employer.

Article 9. Probation Period

1. In order to ascertain the capacity of an applicant to carry out a job, by mutual agreement of the parties, a labor contract for a probation period can be concluded with an applicant only once, provided that the probation period does not exceed 6 months. A labor contract for a probation period can only be concluded in writing, in other cases, a contract of this kind will be considered to be a labor contract.
2. During the probation period the employer shall be authorized to conclude a labor contract with the applicant, or to terminate the labor contract concluded for a probation period.

3. In case of termination of a labor contract concluded for a probation period, the norm envisaged by the third part of Article 38 shall not be applied unless otherwise envisaged by the labor contract concluded for a probation period. In case of termination of a labor contract concluded for a probation period, employee's work will be reimbursed in accordance with working hours.

Chapter III

Performance of a Work

Article 10. Obligation to Personally Fulfill Work

Employee is responsible to perform work personally. Agreement between parties can be reached concerning performance of a work by a third person for a certain period of time.

Article 11. Employer's Right to Give Instructions and to Change Terms of a Labor Contract Immaterially

1. By giving instructions to an employee, employer is authorized to specify certain circumstances of a work to be fulfilled under the contract, which do not substantially change an employee's labor conditions.
2. Terms of a labor contract shall be changed only by mutual agreement of the parties.
3. Unless otherwise provided by a labor contract, the terms of the labor contract shall be considered changed immaterially, when:
 - a) the place of the work assigned to an employee by an employer is changed, but the employee doesn't need more than 3 hours a day to get from the place of residence to the new job and come back by public transport and it doesn't require any uneven expenses;
 - b) the start/closing time of the workday is shifted 90 minutes' earlier or later;
 - c) an amendment to the legislation results in such a change that makes the proper fulfillment of the contract impossible, while it does not change its essence.
4. Terms of a labor contract shall be considered substantially changed if two circumstances mentioned in item 3 of this article change simultaneously.

Article 12. Business trip

1. A business trip is when, due to business interests, an employer causes an employee to temporarily change a workplace.
2. Conditions of a labor contract are not considered to be changed, when an employer is sending an employee on a business trip and duration of a business trip does not exceed 45 calendar days per year.
3. Labor conditions are considered to be changed if an employer exceeds the terms envisaged in the item 2 of this Article.
4. An employer should reimburse fully all the expenses of an employee related to business trip.
5. The norms of this article should apply unless otherwise provided by a labor contract.

Article 13. Internal Labor Regulations

1. Employer is authorized to specify internal labor regulations.
2. Internal labor regulations is a written document and shall provide:
 - a) Duration of a business week, the starting and completion time of daily work, and in case of shift work – duration of each shift.
 - b) Duration of a break;
 - c) Time and place of remuneration payment;
 - d) Duration of and procedures for granting a leave;
 - e) Duration of and procedures for granting an unpaid leave;
 - f) Rules for complying with labor conditions;
 - g) Type and procedures for work related incentives and responsibilities;
 - h) Procedures for consideration of complaints/applications;
3. By internal labor regulations, an employer may provide special rules subject to the specifics of the business of the organization.

Chapter IV

Work and Rest Time

Article 14. Duration of Working Time

1. If not otherwise provided by a contract, the working time set by an employer during which an employee fulfills work shall not exceed 41 hours per week. Working time does not include a break and rest time.
2. The duration of rest time between working days (shifts) shall not be less than 12 hours.

Article 15. Definite Working Time for Shift Work

Shift work and transfer from one shift to another are governed by a shift schedule approved by an employer in view of the specifics of the work. An employee shall be notified about any change in the shift schedule 10 days ahead of time unless it is impossible to do so due to extreme business necessity.

Article 16. Summary Accounting of Working Time

In view of the labor conditions when the duration of daily or weekly working time cannot be observed, a summary accounting method of working time (timesheet) may be introduced.

Article 17. Overtime work

1. An employee shall fulfill overtime:
 - a) in order to prevent and/or liquidate results of natural disasters -- without any remuneration;
 - b) in order to prevent and/or liquidate results of industrial accident -- with consequent remuneration.
2. Overtime employment of a pregnant woman, a woman in a postnatal period or a person with limited capabilities without the consent of her/his person shall be inadmissible.

3. Overtime employment is when the duration of a job carried out by an employee exceeds the time of fulfillment of a job determined by the labor contract. If working time is not determined by the contract, the working time exceeding 41 hours per week is considered to be overtime. Or, according to the item 1 of the Article 13, working time determined by an employer in the framework of 41 hours (this last one I don't understand).

4. Conditions for overtimes can be determined by agreement between parties.

Article 18. Limitation on the Work During Night Hours

It shall be impermissible to employ a minor, a pregnant woman, a woman in a postnatal period, a breastfeeding woman or a person with limited capabilities, on a night job (22 pm to 6 am). A baby sitter who takes care of a child under age of three and/or a person with limited capabilities can be employed on a night job only with consent of her/his person.

Article 19. Additional Rest Time for a Breastfeeding Woman

1. An employee who feeds an infant under 1 shall be given an additional break of at least 60 minutes if she so requests.

2. A break to feed an infant shall be counted as working time and paid for.

Article 20. Holidays

1. Holidays are:

a) January 1st, 2nd – New Year Holidays;

b) January 7 – Christmas;

c) January 19 – Epiphany;

d) March 3 – Mother's Day;

e) March 8 – International Women's day;

f) April 9 – The Day of National Unity, Civil Consent and Commemorate of Citizens who Died for the Country;

d) Eastern Holydays – Big Friday, Big Saturday, Eastern, Deceased Persons' Commemorate, second day from Eastern – Monday (changing dates);

e) May 9 -- Victory Day;

f) May 12 – Commemoration Day of Saint Andrea Mediator;

g) May 26 – The Day of Independence of Georgia;

h) August 28 – Assumption of the Virgin Marry;

i) October 14 – "Mtskhetoba";

j) November 23 – Saint George’s Day.

2. It should be determined by a contract, that employee is authorized to take a holiday at the times different from the days prescribed by the law.

3. Fulfillment of a job by an employee in holidays prescribed by the item 1 of this article is considered overtime employment the conditions of which should be determined by agreement of the parties.

Chapter V

Leave Per Year

Article 21. Duration of a leave

1. Employee should be entitled to paid leave the minimal duration of which should be 24 calendar days per year;

2. Employee should be entitled to unpaid leave the minimal duration of which should be 15 calendar days per year.

3. For the benefits of an employee, a labor contract may prescribe the terms different from those established by this Article.

Article 22. Rules for Giving a Leave

1. An employee's right to claim a leave arises eleven months after starting work for an organization. By agreement of the parties, an employee may be granted a leave even prior to the expiration of the said term.

2. Beginning from the second year of work, by agreement of the parties, an employee may be granted a leave at any time of the year.

3. By agreement of the parties, an annual leave may be distributed throughout the year.

4. The annual leave shall not include a temporary incapability period or a pregnancy or maternity leave.

5. If not otherwise provided by a labor contract, an employer may set the order for granting leaves to employees throughout a year.

Article 23. Obligation to Give Prior Notice of Unpaid Leave to Employer

An employee shall give two weeks' prior notice of unpaid leave to an employer unless such notice cannot be made due to urgent medical or family conditions.

Article 24. Origin of Leave Entitlement

1. The amount of leave entitlement will be calculated on the time of actual work done as well as any forced suspension of work caused by an employer.

2. The term for calculation of the leave entitlement shall not include the time of an employee's unreasonable absence from work or unpaid leave for over seven business days.

Article 25. Exceptions to Carry Over Annual Leave

1. If the granting of a leave to an employee during a current business year may adversely affect the normal course of operation of an organization, by consent of an employee the leave may be carried over to the next business year. A minor's annual leave shall in no event be carried over to the next year.

2. An annual leave shall in no event be carried over for two years in a row.

Article 26. Leave Pay

An employee's leave pay is determined according to the average compensation for the three months preceding the leave; if the time worked after commencement of work or the last leave is less than 3 months the leave pay is determined according to the average compensation of the months of work and in case of a fixed monthly payment – according to the last month's pay.

Chapter VI

Pregnancy, Maternity and Parental Leaves

Article 27. Pregnancy and Maternity Leave

1. An employee, upon request, is entitled to a total maternity leave of 477 calendar days to cover pregnancy, delivery and child care.

2. Of pregnancy, maternity and child care leave, 126 calendar days will be paid, while in case of a complicated delivery or if mother gives a birth to two or more infants – 140 calendar days of paid leave will be granted.

3. The leave envisaged by the item 2 of this Article may be utilized by an employee during both the pregnancy and postpartum periods.

Article 28. Adoption Leave

An employee who has adopted a newborn is entitled to a leave for 365 calendar days after the birth of a child, out of which 70 calendar days will be paid.

Article 29. Compensation of Pregnancy, Maternity or Adoption Leaves

Compensation of pregnancy, maternity or adoption leaves is paid from the State Budget according to the rule set by the legislation. An employer and an employee can reach an agreement regarding an additional compensation paid by an employer.

Article 30. Additional leave for Child Care

1. During the five years following the birth of a child, the employee, upon her/his request, shall have the right to an additional 12 weeks of unpaid child care leave. Child care leave can be taken either all at once or incrementally, but not less than 2 weeks of leave should be used per year.

2. A leave for child care shall be granted to any person actually taking care of the child.

Chapter VII

Labor Remuneration

Article 31. Time, Amount and Form of Labor Remuneration

1. The form of labor remuneration shall be defined based on a labor contract. The norms of the present article shall be applied unless otherwise specified in the labor contract. The amount and form of labor remuneration shall be determined in advance by agreement between the employer and the employee.

2. Labor remuneration shall be given out once a month at the workplace.

3. For each day of delay in any kind of remuneration or settlement, an employer shall pay an employee 0.07% of the delayed amount.

Article 32. Labor Remuneration for a Period of Forced Delay

1. Unless otherwise specified in the labor contract, any forced suspension of an employee by an employer will be remunerated fully.

2. Any suspension of work caused by an employee will not be remunerated.

Article 33. Deduction from Labor Remuneration

1. An employer has a right to deduct from an employee's labor remuneration the surplus amount or any other amount which has to be paid to an employer by an employee based on labor relations.

2. The total amount of deduction made from the labor remuneration shall not exceed 50% of the labor remuneration.

Article 34. Final settlement During Termination of Labor Relations

1. Unless otherwise specified in the labor contract or in the law, when terminating labor relations an employer shall make the final settlement within the period of 7 calendar days.

CHAPTER VIII

Protection of Working Conditions

Article 35. Right to a Safe and Healthy Working Environment

1. An employer shall ensure the maximal safety of working conditions for an employee's life and health.

2. An employer shall, in a reasonable period of time, provide an employee with the complete, objective, timely and comprehensible information available to him/her regarding all the factors that influence the employee's life and health or the safety of natural environment.

3. An employee may refuse to fulfill a job, task or instruction, which contradicts the law; or through violation

of labor safety conditions, creates obvious and substantial danger to the life, health, property of the employee or a third party or the safety of the natural environment. The employee shall immediately notify the employer of the circumstances which became the reason of his/her refusal to fulfill his/her obligations under the labor contract.

4. An employer shall implement the prevention system for ensuring labor safety; and inform an employee in proper time and appropriate manner of the risks and preventive measures related to labor safety, as well as of the rules of using hazardous equipment. If necessary, an employer shall provide an employee with personal protective facilities; and with the technological progress replace the hazardous equipment with safe or less hazardous appliances; also take all the other reasonable measures for protecting the safety and health of an employee.

5. An employer shall take all the reasonable measures for timely localization and liquidation of a professional accident, as well as for providing first aid and evacuation.

6. An employer shall fully reimburse to an employee the damage resulted from the worsening of the employee's health due to his/her official duties, as well as the expenses of necessary medical treatment.

7. An employer shall ensure the protection of a pregnant woman from a labor that endangers the welfare, physical and psychical health of the woman and fetus.

8. The list of hard, dangerous and hazardous jobs and respective labor safety rules, including the rules and cases of periodic obligatory medical test of an employee at the expense of an employer, shall be determined by the Georgian Legislation.

CHAPTER IX

Change, Suspension and Termination of Labor Relations

Article 36. Suspension of Labor Relations

1. Suspension of labor relations is a temporary non-fulfillment of the work envisaged by a contract, which does not cause termination of the contract.

2. The grounds for suspension of labor relations may be:

- a. strike;
- b. lockout;
- c. execution of active and/or passive voting rights;
- d. summon to the investigatory powers, prosecutor's office or court bodies in cases foreseen by the law of legal procedures;
- e. visit to an official body as a result of being conscripted or called to attend a military meeting;
- f. pregnancy, child delivery, adoption and/or child care leave;
- g. temporary disability if its duration does not exceed 30 days in sequence, or if the total number of the days for six months does not exceed 50 days;

- h. improving professional skills, vocational training and education, which does not take more than 30 calendar days per year;
- i. unpaid leave;
- j. paid leave.

3. An employer should suspend labor relations for a reasonable period of time if an employee requests so based on the provisions of item 2 of the present Article (except for sub-item b).

4. In case of suspension of labor relations, an employee shall not get remuneration unless otherwise provided by law or the labor contract.

5. Summon to the investigatory powers, prosecutor's office or court bodies in cases foreseen by the law of legal procedures will be reimbursed by the State Budget according to the rule determined by the legislation.

6. Termination of labor relations should be inadmissible during the suspension of labor relations.

Article 37. The Grounds for Termination of Labor Relations

The grounds for termination of labor relations can be:

- a) Fulfillment of a job stipulated in the contract;
- b) Expiration of the contract;
- c) Violation of the contract terms by either party;
- d) Derangement of the contract;
- e) Agreement between the parties;
- f) Legally effective court judgment or decision eliminating the possibility to fulfill the work;
- g) Unless otherwise provided by a labor contract, long-term disability if its duration exceeds 30 calendar days in sequence, or disability for the period exceeding 50 calendar days per 6 months and if along with that, employee has used the entitlement to a leave envisaged by the Article 20;
- ch) Death of an employer or an employee;
- i) Launching liquidation process of the employer, who is a legal entity.

Article 38. Derangement of the Contract

1. According to the provisions of this article, labor contract can be deranged at the initiative of one of the parties.

2. If the initiator of the contract derangement is the employee, s/he shall notify the employer in writing, at least 30 calendar days prior to derangement, unless otherwise envisaged by the contract.

3. If the contract is deranged at the initiative of the employer, the employee shall be given at least a one-month pay unless otherwise envisaged by the contract.

4. If one of the parties violates his/her liabilities as determined by the labor contract, the provisions of paragraphs 2 and 3 of this article shall not apply.

Article 39. Termination of Minor's Labor Contract

The legal representative of a minor and the duly authorized government agencies may request derangement of the labor contract with the minor if continuation of work adversely affects the minor's life, health or other significant interests.

Article 40. Unintentional Extension of a Work

If term of a labor contract is expired but due to a work peculiarity, immediate termination of a work would cause significant damage and risk to the health of people, an employee is obliged to continue job fulfillment until such circumstance is removed, while an employer should pay an employee labor remuneration.

CHAPTER XII

Collective Labor Relations

Article 41. General Provisions

1. A collective contract shall be concluded between an employer and two or more employees.
2. A collective contract shall be based on the same principles as an individual contract.
3. While concluding or amending a collective contract, the intervention of any government body or local authority shall be inadmissible. Any collective contracts that have been subjected to government interference shall be considered null and void.

Article 42. Representation

1. While concluding, changing or termination a collective contract, or for the purpose of protecting the employees' rights, the unions of employees shall act through their representatives.
2. The confirmation of representation shall be made through a written power of attorney drafted in a simple manner, and signed by the concerned employees.
3. Any physical person can act as a representative.
4. A representative shall act in the best interests of the employees who have authorized him/her to act as their representative.

Article 43. The Form of a Collective Contract

1. A collective contract shall be concluded only in writing.
2. An employee may conclude one individual and/or several collective contracts with one employer.

3. The contracts concluded after the primary contract shall be considered as its integral parts and shall be viewed as a single whole.
4. If one of the parts of a contract is annulled on the initiative of either party, this will cause the termination of labor relations pursuant to this Code.
5. Existence of collective contracts does not limit the right of an employee or an employer to terminate the contract. Such termination shall not result in termination of contract with other employees that are the parties to the contract.
6. Sub-paragraphs 3 and 4 of the present Article shall apply only if the parties do not reach agreement or if not otherwise specified by the contract.

CHAPTER XIII

Liability

Article 44. Material Liability for Inflicting Damage

The damage inflicted by one party to the other during labor relations shall be compensated in compliance with the Georgian legislation.

Article 45. Written Contract on Liabilities

1. A written contract may define the type and scope of an employee's individual liability if it is conditioned by the peculiarities of his/her work.
2. A written contract on full material liability may be concluded with an employee of legal age performing the work such as storing the valuables handed to him/her, also processing, selling/transferring, transporting or using them in production.

Article 46. Limitation of Employee's rights and terms envisaged by a contract

1. Employee and employer can agree that rights may be limited by the labor contract. This limitation should be directly conditioned by the interest of the party and should be reasonable.
2. Upon the request of an employee an employer is obliged to give a written or oral explanation of purposes of restriction of employee's rights and liberties.
3. A contract may specify an employee's obligation that s/he shall not use the knowledge and qualifications obtained while performing the duties under the labor contract in favor of any rival employer. This provision may remain in force even after the termination of labor relations, but for no more than 3 years after the termination of labor relations.
4. Restriction envisaged by the item 4 of the present Article does not apply to those persons who fulfill pedagogical activities in educational institutions on beginning and/or basic level.
5. The damage caused as a result of breaching the present article shall be compensated in compliance with Georgian legislation.

CHAPTER XIV

Dispute

Article 47. Dispute

1. A dispute is a disagreement that may arise during labor relations between the parties of the labor contract, whose settlement represents the legal interest of the parties.
2. A dispute shall arise based on a written notice about disagreement sent by one party to the other.
3. The grounds for arising of a dispute in labor relations might be the following:
 - a. infringement of human rights and freedoms specified by Georgian legislation – a dispute on rights;
 - b. violation of the contract and/or labor conditions – contractual dispute;
4. Only the persons directly concerned and involved in the dispute or their representatives may participate in the dispute settlement.
5. Examination of a dispute shall not cause the suspension of labor relations.
6. An individual dispute may be settled through conciliatory procedures and individual negotiations as well as through a court.
7. In case of a dispute, an employee representing a party to a collective contract is not limited in protecting his/her right individually in regard to other specific issues.

Article 48. Examination of a Dispute

1. Each specific dispute that arises during labor relations shall be settled between an employee (employees) and an employer through conciliatory procedures.
2. A party sends out a written notice to the other party on the beginning of conciliatory procedures. The notice shall precisely define the reasons of the dispute as well as the party's demands.
3. A party shall consider the written notice and inform the other party in writing of its decision within ten (10) calendar days after receiving the notice.
4. A party/its representative makes a decision in a written form, which becomes a part of the existing contract.
5. If in case of a contractual dispute agreement cannot be achieved during fourteen (14) calendar days, or if either party avoids participating in the conciliatory procedures, the other party shall have a right to appeal to a court or arbitration.
6. In case of a contractual dispute it is not allowed to expand the demands by the parties or to change the subject of the dispute during the process of examination of a dispute.

Article 49. Strike and Lockout

1. Strike is a temporary voluntary refusal by an employee to partially or fully fulfill his/her obligations under the labor contract, with the purpose of regulating subsequent relations within the frames of a labor dispute. The Georgian legislation has specified the persons who do not have a right to participate in strikes.
2. Lockout is a temporary voluntary refusal of an employer to partially or fully perform his/her obligations under a labor contract with the purpose of regulating subsequent relations within the frames of a labor dispute.
3. Before using the right to strike and lockout the parties shall hold a token strike and a token lockout.
4. In case of a dispute on rights, the parties shall, in no less than three (3) calendar days prior to starting a token strike/token lockout, inform each other in writing of the grounds and subject of the dispute, as well as of the time, location and character of the strike/lockout.
5. After a token strike or a token lockout, the parties shall participate in the work of the conciliatory commission pursuant to the present Code.
6. The right to strike or lockout shall arise within no less than twenty-four (24) hours and no more than fourteen (14) calendar days after the token strike or token lockout.
7. During the period of strike or lockout the parties shall continue with the conciliatory procedures.
8. A strike or lockout cannot continue for more than ninety (90) calendar days.
9. During the period of a strike/lockout an employer shall not have any obligations to pay remuneration to an employee.
10. A strike/lockout shall not serve as the grounds for termination of labor relations.

Article 50. Suspension or Termination of a Strike/Lockout

1. A court has a right to postpone a strike/lockout for no more than thirty (30) days or to suspend the already started strike or lockout for the same period if there exists a danger to a human being's life or health, environment safety or a third party's property as well as to the activities of vital importance.
2. A court decision on illegality of a strike or a lockout shall be executed without delay.

Article 51. Illegal Strike and Lockout

1. During the state of emergency or the martial law, the right to strike or lockout can be limited based on a presidential decree.
2. The right to strike during the working process shall not be enjoyed by the employees whose work is related with human life and health; or due to its technological mode their work cannot be suspended.
3. If either party of the labor relations avoids participating in the conciliatory commission and conducts a strike/lockout, such action shall be considered illegal.
4. The strike of the employees who are informed about the termination of the contract before the dispute arises, shall be considered illegal.

5. If the right to strike arises before the termination of a time-based contract, the strike shall be considered illegal after the expiration of the contract.

6. A decision on the illegality of a strike/lockout shall be taken by a court and the parties shall be informed about it without delay.

Article 52. The Guarantees of the Employees

1. Participation of employees in a strike shall not be considered as a violation of the work discipline, and shall not serve as the grounds for terminating the labor contract, except if the strike is illegal.

2. If a court makes a decision on the illegality of a lockout, the employer shall restore the labor relations with the employee and remunerate the missed working hours.

3. An employer may transfer the employees not participating in a strike, but unable to perform their work because of the strike, to other jobs; or remunerates the stoppage at an hourly rate.

4. During the period specified in the paragraph 7 of Article 28, an employer shall not have a right to terminate labor relations with an employee participating in a token strike.

CHAPTER XV

Transitional and Conclusive Provisions

Article 53. Extension of this Law on the Existing Labor Relations

The present Code shall apply to the labor relations despite the time of their origination.

Article 54. Measures that Should be Undertaken for Enforcement of the Law

1. Georgian Ministry of Labor, Health and Social Affairs should elaborate and adopt:

a) Rules for compensating pregnancy, child delivery (maternity) and infant adoption leave, within one month after the law is put into force

b) List of hard, hazardous and dangerous jobs, labor safety rules, including the rules and cases of periodic obligatory medical test of an employee at the expense of an employer, within four months after the law is put into force.

c) Regulation of State agency on social assistance and employment - a legal entity of a public law --???. Within six months after the law is put into force. (second hearing).

2. Order No 85/15.03.2006 of the Georgian Minister of Labor, Health and Social Affairs regarding the approval of a “rule for setting and giving out compensation for temporary disability, pregnancy and maternity” maintains legal force until the rule for compensation of pregnancy; maternity and adoption leave is approved in accordance with this Law.

3. Order No 12/17.01.2005 of the Georgian Minister of Labor, Health and Social Affairs regarding the approval of a “regulation for State agency on social assistance and employment” maintains legal force until new regulation for State agency on social assistance and employment of a legal entity of a public law is adopted in accordance with this Law.

4. State control on the State agency of social assistance and employment of a legal entity of a public law will be made by the Ministry of Labor, Health and Social Affairs.

5. The chairperson of the State Agency of social assistance and employment of a legal entity of a public law is appointed and/or dismissed by the Minister of Labor, Health and Social Affairs of Georgia.

Article 55. Normative Acts that should be Abolished with Regard to the Enforcement of the Law.

As soon as this law is put into force, following normative acts are considered to be abolished:

- a) Labor Laws Code of Georgia/ 28. June, 1973
- b) Georgian Law on Collective Agreement and Bargain/ 10 December, 1997
- c) Georgian Law on Rule of Regulation of Collective Labor Disputes/ 30 October, 1998
- d) Employment Law of Georgia/ 28 September, 2001 (second hearing)
- e) Georgian Law on abolishing existing holidays and re-establishing traditional ones/ 22 November, 1990
- f) Order No 310/16 November 2004 of the Georgian Minister of Labor, Health and Social Affairs regarding the approval of the regulation of the Labor Inspection.
- g) Normative acts adopted on the basis of

Article 56. Enforcement of the Law

This law should be put into force in 15 days after its publication.

Source: Government – transmitted by e-mail with Report under Article 22 (2006)