Frequently Asked Questions on Labour Rights

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Recruitment Stage

1. What rights and obligations are envisaged by the legislation for the employer and candidate (potential employee) at the recruitment stage?

The employer is entitled to obtain information about a candidate that is required to make a decision on hiring the candidate. On the other side, candidate 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. A candidate is obliged to notify employer on any such circumstances, whether or not employer has requested such information. Please note that an employer has a right to check the information submitted by the candidate. A candidate shall have a right to retrieve the documents submitted by him/her if an employment contract has not been concluded. (Labour Code, Article 5).

The information obtained by and submitted to the employer is kept as confidential and it shall not be accessible for other persons without the candidate's consent, except in cases envisaged by the law (e.g. request of the law enforcement agencies) (Labour Code, Article 5.8).

2. What kind of information is allowed to be obtained from the employer at the recruitment stage?

The employer shall inform a candidate regarding the followings:
- tasks to be performed;
- form (written or oral) and term (indefinite or fixed-term) of the employment contract;
- working conditions;
- rights and obligations of the employee;
- remuneration during the employment relation.

If an employment contract has not been concluded, employer is not obliged to substantiate his/her decision not to hire a candidate (Labour Code, Article 5).

Employment Contract

1. In what cases minor is allowed to conclude an employment contact?

Employment capability of a physical person shall arise from the age of 16. Therefore, 16 years old person is entitled to make an employment contract without obtaining consent from his/her legal representative or tutor/guardianship bodies.

Consent from legal representative or tutor/guardianship bodies is required for individuals below 16. In addition of such consent, the law requires that the employment relations shall not be against employee's interests, shall not damage his/her moral, physical or mental development and limit him/her right and ability to obtain elementary, compulsory and basic education.

Employment contract can be concluded with a minor below 14 only for performing work related to the sphere of sport, art and culture sphere, as well as for advertising activities.

Please note that it is prohibited to conclude an employment contract with a minor – person below 18 for performing hard, unhealthy and hazardous work, as well as work related to gambling business, night entertainment institutions, and production, transit and sale of erotic and pornographic production, pharmaceutical and toxic substances (Labour Code, Article 5).

2. Does the law requires a written form for employment contracts?

An employment contract shall be concluded in written or oral form. An employment contract shall necessarily be made in writing if the employment relations continue more than three months (Labour Code, Article 6).

3. Is employer obliged to issue written certificate of employment?

An employer is obliged to issue a written certificate of employment upon request of the employee indicating data about the job carried out by the employee, his/her remuneration and the duration of the employment contract (Labour Code, Article 6).

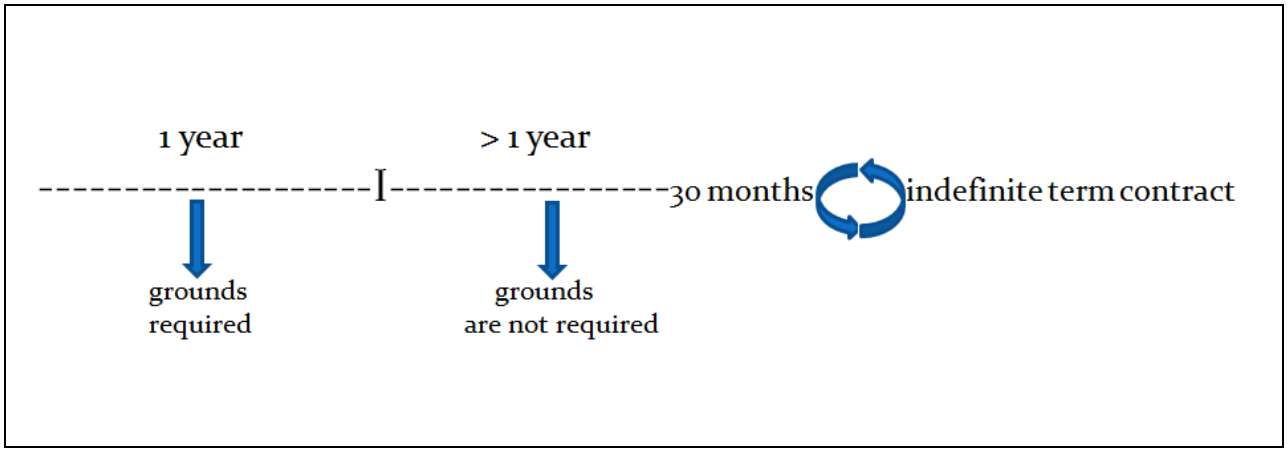
4. In what circumstances it is allowed to make fixed-term employment contract?

An employment contract shall be concluded for an indefinite or a fixed term. With the exception of cases where the fixed-term contract is made for one year or for a period of more than one year, a fixed-term contract shall only be concluded if the performance of work is related to the following conditions:
- Performance of specific work;
- Seasonal work;
- Temporary increase in the volume of work;

- Replacement of an employee temporarily absent from work following the suspension of employment relations;
- Other objective circumstances under which the purpose to use fixed-term contracts is justified.

According to the above provision, when the period of an employment relations does not exceed one year, a fixed-term employment contract may be concluded only in the cases listed above. Therefore, conclusion of a fixed-term contract with the period of over one year does not require having respective grounds specified above. However, it shall be noted that if the total duration of employment relationship exceeds 30 months, it is deemed that parties have concluded indefinite term employment contract. Namely, the employment contract is deemed to have been made for an indefinite term if it is concluded for a period of more than 30 months or if the employment relation continues on the basis of two or more successive fixed-term contracts and the duration of this employment relation exceeds 30 months. Fixed-term employment contracts shall be deemed successive if the existing employment contract is prolonged immediately after expiration of the contract term or if the period between the expiration of one employment contract and the entry into force of the next employment contract does not exceed 60 days.

For better illustration of this regulations please see graphic:



Please note that above describe restrictions related to fixed-term contracts shall not apply to entrepreneurial entity if the period from the state registration of such entity does not exceed 48 months. But even in that case, the duration of the fixed-term contract shall not be less than three months. In addition, such exclusion shall not apply to entrepreneurial entity incorporated as a result of reorganization based on the transfer of assets under the ownership or possession of another entrepreneurial entity or based on a fraudulent transaction (Labour Code, Article 6).

5. Is it obligatory to make an employment contract in Georgian language?

The written employment contract shall be concluded in a language understandable to the parties. The employment contract made in writing can be made in more than one language. If the written employment contract is made in more than one language, it should specify which language shall prevail in case of divergence between the provisions of the contract (Labour Code, Article 6).

6. In what circumstances it is allowed to conclude the employment contract for a probation period?

In order to establish the suitability of an employee for the work to be performed, the parties may agree on a probation period, the length of which shall not exceed six months. Probation contract may be concluded only once and only in writing.

Please note that the probationary employment contract shall be remunerated and in case of termination of the probationary employment contract, the work of the employee shall be compensated commensurate with the actually worked hours (Labour Code, Article 9).

7. In what circumstances internal regulations are considered as part of the employment contract?

The employment contract can specify that internal regulations constitute part of the contract. In order that internal regulations to be considered as part of the employment contract, prior to concluding the employment contract, the employer shall familiarize the employee with the internal regulations, and any further amendments thereto (Labour Code, Article 6).

8. What are considered essential terms of an employment contract?

The essential terms of an employment contract are:
- Start date and duration of the employment contract;
- Working time and rest time;
- Workplace location;
- Position and type of work to be performed;
- Amount of remuneration and payment procedure;
- Payment procedure for overtime work;
- Duration of paid and unpaid leave and procedures for granting leave of absence.

Please note that the essential terms of the employment contract can be changed only by agreement of the parties. However, employer, based on its own will, unilaterally and without employee's consent, is entitled to change job location or modify start time and end time of the working day, provided that following conditions are met:
- change of the agreed job location of the employee is allowed, if it takes the employee not more than three hours per day to get back and forth to the new workplace from his/her residence and if, at the same time, does not incur unreasonable costs.
- working day can be modified for not more than 90 minutes (Labour Code, Articles 6 and 11).

Working Hours

1. What is the maximum amount of weekly working hours?

The working hours shall not exceed 40 hours per week, while it shall not exceed 48 hours per week in enterprises having specific work regimes.

The regular workweek of minors aged between 16 and 18 years shall not exceed 36 hours. The regular workweek of minors aged between 14 and 16 years shall not exceed 24 hours.

Please note, it is prohibited to employ a minor, a pregnant woman, a woman who recently gave birth, a breastfeeding woman between 22h00 and 6h00 (night work). A baby sitter who takes care of a child under the age of three and/or a person with limited capabilities can be employed for night work only after his/her consent (Labour Code, Articles 14 and 18).

1.1. What is the meaning of working in enterprises having specific work regimes?

The following industries shall be considered as industries with specific work regimes:

- Agriculture, hunting and wood industry; - Fishing, fishery; - Mining; - Textile and textile product production; - Leather, leather product and foot-wear production; - Cellulose-paper industry; editorial activity; - Coke, oil-products and nuclear materials production; - Chemical production; - Other nonmetal mineral ware production; - Metallurgical industry and ready metal product production; - Electricity, gas and water production and distribution; - Construction; Trade; Automobile, domestic product and personal use materials repair;	- Hotels and restaurants; - Real estate operations, lease and consumer service; - Transport and communication; - Communal, social and personal service; - Fields of public administration (tax system, customs management, management of social programs, activity of penitentiary system, activity in the field of civil defense, compulsory social insurance); - Health care and social assistance; - Electricity control; - Public attorneys' professional activity; - Field of environment protection (Hydrometeorology; Nuclear and radiation security protection; Protection of protected areas; Controlling the field of environment and natural resources usage (with the exception of gas and oil)); -General education; - Vocational education.

However, please note that 48-weekly working hours shall apply to industry enterprises listed above, where the production/work process requires more than 8 hours of uninterrupted work. Additionally, this regulation shall not apply to the persons employed in enterprises with specific work regime, where the work process does not require more than 8 hours of uninterrupted work and work is not related to the uninterrupted work/enterprise production. In case of disagreement with regard to aspects mentioned above (whether or not the enterprise has the specific work regime and/or employees work process require more than 8 hours of uninterrupted work), the issue shall be decided by the Tripartite Social Partnership Commission (Resolution of Government of Georgia on Approval of the List of Industries with Specific Work Regimes).

2. What is the minimum rest period?

The length of rest time between the working days (shifts) shall not be less than 12 consecutive hours

With regard to the minimum rest period, here please also note, the employee who feeds an infant under 12-months shall be given an additional break of at least 60 minutes per day if she so requests. The break to feed an infant shall be counted as regular work hours and it shall be remunerated (Labour Code, Articles 14 and 19).

3. How the overtime work is remunerated?

Overtime work shall be remunerated at an increased rate of the normal hourly wage and the amount of overtime compensation is defined by agreement between the parties. Based on the parties' agreement, employee may be granted with compensatory time off in lieu of overtime pay. Overtime work is the performance of work by the adult employee in excess of the regular 40 hour per workweek based on an agreement between the parties, in excess of 36 hours for minors aged between 16 and 18 years and in excess of 24 hours for minors aged between 14 and 16 years (Labour Code, Article 17).

3. What are the maximum days of a business trip?

Business trip period shall not exceed 45 calendar days per year. The employer shall fully reimburse all expenses of the employee related to a business trip (Labour Code, Article 12).

4. Is it allowed to work on public holidays?

According the Labour Code public holidays include:

- January 1, 2 – New Year Holidays; - January 7 – Christmas; - January 19 – Epiphany; - March 3 – Mother's Day; - March 8 – International Women's Day; - April 9 – The Day of National Unity, Memorial Day of the Deceased for the Homeland, National Integrity and Civil Concord;	- Eastern Holidays – Good Friday, Holy Saturday, Easter Sunday and Easter Monday (dates are transitional); - May 9 – Day of Victory over Fascism; - May 12 – Memorial Day of Saint Andrea Mediator; - May 26 – Independence Day; - August 28 – Saint-Mary's Day; - October 14 – "Mtskhetoba" (Celebration of First Christian Church in Georgia); - November 23 – Saint George's Day.

In case of an agreement between the parties, performance of work on public holidays shall be deemed overtime work. Work performance on public holidays shall be remunerated at an increased rate of the normal hourly wage and the amount of compensation is defined by agreement between the parties. Based on the parties' agreement, employee may be granted with compensatory time off in lieu of payment for working on public holidays. Please note that the employee is authorized to take a holiday at different days than those listed above and such modification shall be determined by the employment contract (Labour Code, Article 20).

Leave

1. When employee is entitled to request paid leave and what are conditions thereof?

The employee acquires the right to demand leave after eleven months of work for the employer. Upon agreement between the parties, the employee may take a leave prior to the expiration of the mentioned period. The employee is entitled to a paid leave of at least 24 calendar days per year and an unpaid leave of at least 15 calendar days per year. Moreover, persons employed at hard, hazardous and dangerous workplace are entitled to an additional paid leave of at least 10 calendar days per year. (Labour Code, Articles 21, 22 and 26[1]).

2. In what cases postponement of annual leave is permitted?

If granting an employee annual leave in the current year may negatively affect the normal flow of the work of the organisation, upon the employee's consent it shall be permitted to postpone leave to the following year.

Please note that annual leave shall not be refused for two consecutive years (Labour Code, Article 25).

3. What conditions are envisaged with regard to maternity leave?

The employee is entitled, upon her request, to a total leave of 730 calendar days for pregnancy, childbirth and child care, wherefrom 183 calendar days are subject of compensation, while 140 calendar days of paid maternity leave shall be granted in case of a complicated delivery or if the mother gives birth to two or more infants.

Maternity leave is compensated from the State Budget and the single paid compensation amounts to 1000 GEL. The employer and the employee may agree on additional compensation (Labour Code, Article 25 and Order of the Minister of Labour, Health and Social Affairs of Georgia on Approval of the Rules of Payment of Compensation for Maternity Leave).

4. What conditions are envisaged with regard to leave for the adoption of a newborn child leave?

The employee adopting a newborn aged under twelve months is entitled, upon his/her request, to a leave of 550 calendar days after the birth of the child, out of which 90 calendar days will be paid (Labour Code, Article 28).

5. What conditions are envisaged with regard to additional leave for childcare?

In addition of maternity leave, upon his/her request, the employee is entitled to take an unpaid leave for childcare of no less than 2 weeks per year, all at once or in portions. Additional leaves for childcare may add up to 12 months before the child turns 5. Additional leave for the childcare may be given to any person who actually takes care of a child (Labour Code, Article 30).

The Rules of Payment of Remuneration

1. What are the employer's obligations with regard to payment of remuneration?

Remuneration shall be paid once a month. In case of a delay in any remuneration or settlement, the employer shall pay 0.07 percent of the overdue amount for each day of delay.

When relevant preconditions exist, the employer is entitled to deduct certain amount from the employee's salary. However, the total amount of deduction made from the remuneration shall not exceed 50% of the salary. Please note that the employee is entitled to receive the full amount of remuneration in case of forced suspension of work caused by the employer. Please note that when terminating the employment relationship, the employer shall make the final settlement within a period of 7 calendar days (Labour Code, Articles 31, 32, 33 and 34).

Protection of Safe and Healthy Working Conditions

1. What are the employer's obligations with regard to the protection of safe and healthy working conditions?

The employer shall ensure maximally safe working conditions to protect the life and health of the employee. Moreover, the employer shall, within a reasonable period of time, provide the employee with complete, objective and explicit information available regarding all the factors that influence the employee's life and health or the safety of the environment. Please note that the employer shall fully compensate the employee for the damage incurred to his/her health resulting from the performance of his/her official duties as well as the costs of necessary medical treatment (Labour Code, Article 35).

2. Is employee entitled to refuse fulfillment of his/her duties in the unsafe working conditions?

The employee may refuse to fulfill a job, assignment or instruction which contradicts the law or, due to unsafe work conditions, creates obvious and substantial danger to the life, health or property of the employee or that of a third party or the safety of the environment. However, the employee shall immediately notify the employer of the circumstances for which he/she refuses to fulfill his/her obligations under the employment contract.

Please note that special rules apply for the protection of safe and healthy working conditions for pregnant women. Namely, the employer shall ensure the protection of the pregnant woman from work that endangers her physical and psychical health and that of her fetus. Additionally, it is prohibited to conclude an employment contract with a pregnant woman or a nursing mother, for performing hard, unhealthy and hazardous work (Labour Code, Articles 4 and 35).

Temporary Disability

1. What does the temporary disability imply?

The ground for suspension of employment relation is the temporary disability, if the duration does not exceed 40 consecutive calendar days or if the total period does not exceed 60 calendar days within 6 months. The compensation for temporary disability is paid to each employee:
- if disability is the result of disease or injury;
- when employee has to take care of ill family member;
- due to quarantine;
- due to prosthesis (Labour Code, Article 36, Order of the Minister of Labour, Health and Social Affairs on the Approval of Appointment and Payment of Compensation for Temporary Disability).

2. What conditions are envisaged with regard to payment of compensation for temporary disability?

Employee shall provide employee with the document proving temporary disability – medical certificate. Employer shall pay compensation within 10 working days.

Compensation for temporary disability is paid from the first date of issuance of medical certificate.

Please note that calculation of the compensation amount is made based on the salary defined by the employment contract. If the employment contract does not define the amount of salary or employee earns wage depending on the performed work, the compensation is determined according to the average pay received during the 3 months preceding the temporary disability.

3. In what cases employer is not obliged to pay compensation for temporary disability?

Temporary disability shall not be paid:
- to employees who were injured during committing the crime or persons who deliberately commit self-harm;
- to employees who do not follow doctor's orders.
- if the temporary disability is the result of disease or injury caused by influence of alcohol, narcotic or other psychoactive substances;
- if the employee is removed from the employment in accordance with the legislation or employee is placed in the inpatient psychiatric hospital or forensic medicine based on the court's decision.

Termination of the Employment Contract

1. In what cases employee is entitled to terminate the employment contract?

Employee is entitled to terminate the contract based on his/her free will. For this purposes employee shall send a 30-day prior written notification to the employer.

Please note that the employment contract is terminated on the ground of expiration of the employment contract, as well as on the ground of performance of the work considered under the employment contract (Labour Code, Articles 37 and 38).

2. In what cases employer is entitled to terminate the employment contract?

The employer can terminate the contract based on the following grounds:

- economic circumstances, technological or organizational changes entailing a reduction in the workforce required for production or service (hereinafter "economic circumstances");
- incapacity of an employee to occupy his/her position due to a lack of qualification, professional skills and experience (hereinafter "lack of qualification");
- gross violation of the employee's obligations (hereinafter "gross violation");
- repeated violation of the employee's duties within one year after disciplinary sanctions have already been imposed (hereinafter "repeated violation");
- disability, if the period of incapacity exceeds more than 40 consecutive calendar days or if, within 6 months, the period of incapacity exceeds more than 60 calendar days, provided that employee has already used paid and unpaid leave (hereinafter "long-term disability");
- enforcement of a court judgment or decision which makes the performance of work impossible;
- legally effective court judgment declaring that a strike is illegal;
- death of the employer as a physical person or death of the employee;
- commencement of liquidation of the employer as a legal entity;
- other objective circumstances justifying termination of the employment contact (hereinafter "other objective circumstances");

Please note that it is prohibited to terminate the employment contract if the principal reason for termination involves grounds other than those listed above. Contract termination based on discrimination is also prohibited.

In addition, the following shall not constitute valid reasons for contract termination:
- pregnancy leave, for the period of maternity leave and from the moment the employee notifies the employer about her pregnancy
- call-up of the employee for military reserve service or/and mandatory military service;
- jury service.

This restriction applies to only such circumstances when the grounds for termination of the employment contract are:

- economic circumstances;
- lack of qualification,;
- long-term disability;
- court judgment declaring that a strike is illegal;
- commencement of liquidation of the employer as a legal entity;
- other objective circumstances (Labour Code, Article 37).

3. Is employer obliged to provide an advance notification for termination of employment contract?

The employer shall send a 30-day prior written notification to the employee and pay at least one month severance compensation within 30 calendar days if the grounds for contract termination are:
- economic circumstances;
- lack of qualification;
- long-term disability;
- other objective circumstances.

In mentioned cases, alternatively, the employer is entitled to send a 3-day prior written notification to the employee and pay at least two months severance compensation within 30 calendar days (Labour Code, Article 38).

4. In addition of abovementioned one month (or respectively, two month) severance compensation, is employer obliged to pay any other compensation?

The employer shall compensate the employee's unused leave in proportion of the duration of employment relations, if the grounds for contract termination are:
- economic circumstances;
- lack of qualification;
- gross violation of the employee's obligations;
- repeated violation of the employee's obligations;
- other objective circumstances (Labour Code, Article 21).

5. What are the employer's obligations when employment contracts are terminated with several employees, simultaneously?

If during a period of 15 days employment contracts are terminated with at least 100 employees on the ground of economic circumstances, employer shall send a 45-day prior written notification to the Minister of Labour, Health and Social Affairs and to the concerned employees (Labour Code, Articles 38^{1}).

6. Is employer obliged to provide the reason for contract termination?

The employee is entitled to send a notification to the employer requesting substantiation of the basis for terminating the employment contract within 30 calendar days after the receipt of the dismissal

decision. Later on, within 7 calendar days the employer shall substantiate in writing the basis for contract termination. Please note that employer's decision on contract termination shall be appealed to the court within 30 calendar days after the receipt of the reasoned decision.

It is important to note that if the employer does not provide a written justification for terminating the employment contract within 7 calendar days after the receipt of such request, the employee has the right to appeal in court the termination of the employment contract within 30 calendar days. In such case, the burden of proof on factual circumstances of the dispute is on the employer (Labour Code, Articles 38).

7. When employee files the claim before the court, what are the remedies available for unfair dismissal?

If the court annuls the decision of the employer to terminate the employment contract, the employer shall reinstate the employee in his/her previous position or in an equivalent position, if ordered so by the court, or pay compensation in the amount defined by the court (Labour Code, Articles 38).

Freedom of Association and Collective Agreement

1. What are the guarantees ensured by the legislation for the employers and employees with regard to freedom of association?

Employees and employers have the right to establish an association and/or become the members of an association without prior authorization. Employees' association means association which is established under the rules and purposes of the Georgian Law on Professional Unions and ILO Conventions No 87 and No 98 (hereinafter referred to as "employees' association").

Employers, as well as employees' associations have the right to draw up their constitutions and rules, create managerial bodies, elect their representatives and freely execute their activities. Employees' association and employers' association also have the right to establish federations/confederations and join them, and affiliate with international associations.

Please note that any form of interference in each other's activities is strictly prohibited for employers and employees' associations, their members or representatives. Such interference means any practice aimed at intervening in an association by financial or other means with the object of placing the activities of such association under the control of another organization (Labour Code, Articles 401 and 40^3).

2. Does the legislation provide guarantees for the protection against discrimination on the ground of membership of employees' association?

It is prohibited to discriminate employees because of employees' activity in an association and /or due to other actions aimed at:
- hiring employees or maintaining their jobs under the conditions that these employees refuse to become the members of an association or leave an association;
- terminating employment relations with employees or enacting some other restrictions against employees because of their participation in the activities of such association.

Please note that the participation of employees in the activities of an employees' association during working time is permitted only under an agreement with the employer (Labour Code, Article 40^2).

3. What is the collective agreement?

Collective agreements shall be concluded between one or more employers or one or more employers' associations and one or more employees' association. Collective agreement shall be concluded in writing, for an indefinite or a fixed term. Collective agreement stipulates working conditions agreed as a result of collective bargaining and it regulates relations between employers and employees. When one party initiates negotiations for the conclusion of a collective agreement, both parties shall negotiate in good faith.

As a rule, the parties shall provide each other with information relevant to the issues being discussed during negotiations. However, a party has the right not to provide the other party with confidential information or request confidentiality when delivering confidential information.

Please note that it is prohibited interference of any governmental body or local authority in concluding or amending a collective agreement.

A collective agreement shall bind the parties to the agreement. If a collective agreement is concluded between an employer and one or more employees' associations and the number of employees in such one or more employees' associations is more than 50% of employees in the enterprise, any other employee of such enterprise has the right to request the employer in writing to allow him/her to become a party to such collective agreement. The employer has a duty to satisfy such written request within 30 days of its receipt. However, please note that such development do not preclude any other employees' association representing less than 50% of the employees of an enterprise to conduct separate negotiations and conclude a separate collective agreement with the employer (Labour Code, Articles 41 and 43).

Resolution of Collective Labour Disputes and Mediation

1. What is the collective labour dispute?

A collective labour dispute, i.e. a dispute between an employer and a group of employees or between an employer and an employees' association. The grounds for a collective labour dispute may be the followings:
- violation of human rights and freedoms stipulated by the Georgian legislation;
- violation of an individual employment contract or a collective agreement;
- disagreement between the employer and the employee regarding the essential terms of the individual employment contract and/or the conditions of a collective agreement (Labour Code, Articles 47 and 48[1]).

2. What are the mechanisms of resolution of collective labour dispute?

A collective labour dispute, shall be resolved through a dispute settlement procedure providing for direct negotiations between the parties, i.e. between employer and the concerned group of employees (at least 20 employees) or concerned employees' association, or through mediation (Labour Code, Article 48[1]).

3. In what circumstances interested party is entitled to request the resolution of collective labour dispute through mediation?

At any stage of negotiations either of the parties may request in writing the Minister of Labour, Health and Social Affairs of Georgia (hereinafter "Minister") to designate a mediator to undertake conciliatory procedures. Written notice of such request must be given the same day to the other party. Upon receiving such request, the Minister shall designate a mediator.

Please note that parties are obliged to participate in conciliatory procedures and attend the meetings held by the mediator for the above-mentioned purposes. On the other side, a mediator shall not disclose any information or document that is known to him/her as a mediator.

It shall be considered that at any stage of a collective labour dispute, in view of the highest interest of society, the Minister may, ex officio, designate a mediator and must inform the parties in writing of such appointment. In addition, at any stage of a dispute, the Minister can terminate conciliatory procedures (Labour Code, Article 48[1]).

Right to Strike

1. What is the meaning of right to strike?

Strike is the temporary voluntary refusal of the employee in case of a dispute to perform fully or partially the obligations imposed by the employment contract (Labour Code, Article 49).

2. How strike shall be organized?

In case of a collective labour dispute, the right to strike is acquired 21 calendar days from the moment of sending the written notification to the Minister on appointment of a mediator. In addition, employees shall send a written notification to the employer and the Minister regarding the time, location and character of a strike within not less than 3 calendar days prior to starting a strike.

Please note that the parties are obliged to continue with the conciliatory procedures during a strike;

Please note that the employer is not required to remunerate the employee during a strike;

Please note that participation of the employee in a strike shall not be construed as a violation of labour discipline, and it does not represent a ground to terminate employment relations (Labour Code, Articles 49 and 52).

3. In what cases right to strike is restricted?

Only a court has a right to postpone a strike for no more than 30 days or to suspend an already started strike for the same period if the strike endangers human life or health, natural environment, property of a third party or activities of vital importance. In addition, a presidential decree can restrict the right to strike under the state of emergency or martial law.

Please note that the right to strike is prohibited during the working hours of employees engaged in activities related to the safety of human life and health or which activities cannot be suspended due to the technology in use.
The following shall be considered essential services:

- work for the emergency assistance medical service; - work for the stationary hospital and/or for the urgent assistance service of dispensary hospital; - work for the production, distribution, transmission and control of electricity; - work for waterworks and drain system; - work for telephone communication system; - work for services securing the safety of aviation, railway, maritime and road movement;	- work for services securing state defense, rule of law and justice, (including the Ministry of Defense, the Ministry of Internal Affairs, the Ministry of Corrections and Legal Assistance); - work for the court organs; - work for the cleaning municipal service; - work for the fire-fighting and rescue service; - work for the transportation and distribution of natural gas; - work for the services in the system of oil and gas extraction, generation, oil transformation and gas processing.

(Labour Code, Articles 50 and 51, Order of the Minister of Labour, Health and Social Affairs of Georgia on Approval of the List of Activities Related to the Safety of Human Life and Health).

General Principles

1. Prohibition of Employment Discrimination

Please note that any form of discrimination is prohibited at the recruitment stage, as well as during the course of employment relationship, based on race, color, language, ethnic or social belonging, nationality, origin, economic condition or status, place of residence, age, gender, sexual orientation, disability, membership of religious, public, political or any union, including professional unions, marital status, political or other views.

In addition, parties to the employment relations shall protect fundamental human rights and freedoms envisaged by the Georgian legislation.

It is important to note that with regard to the claims on refusal to hire due to the membership of employees' association or in general, with regard to the claims on discriminatory dismissal, the burden of proof in a court case is shifted on the employer side, if the employee refers to circumstances which establish a reasonable doubt that the employer has violated anti discrimination principle (Labour Code, Articles 2 and 40^3).

2. Deviation from the minimum standards established by the Labour Code

Individual employment contract, collective agreement, internal regulations shall not define such provisions that worsen employee's conditions compared to the standards set by the Labour Code. Any term and condition of the individual employment contract, collective agreement, internal regulations which contradicts the Labour Code shall be considered null and void, with the exception of the case when such document improves the employee's conditions (Labour Code, Articles 1, 6, 13 and 43).

3. Tripartite Social Partnership Commission

The Tripartite Social Partnership Commission (hereinafter referred to as Tripartite Commission) is a consultative body, which is accountable to the Chairperson of the Tripartite Social Partnership Commission – the Prime Minister of Georgia. The Tripartite Commission is comprised of the following constituent parties: Government of Georgia (represented by the Prime Minister of Georgia and high-ranking officials from five ministries[1]), nation-wide employers' and employees' associations. Each party is represented by six members in the Tripartite Commission.

The Tripartite Commission has the following functions:
- Encourage the development of social partnership in Georgia and support dialogue between Employees, Employers and the Government of Georgia at all levels;

[1] Ministry of Labour, Health and Social Affairs of Georgia; Ministry of Justice of Georgia; Ministry of Economic and Sustainable Development of Georgia; Ministry of Regional Development and Infrastructure of Georgia; Ministry of Education and Science of Georgia

- Elaborate proposals and recommendations on labour relations and related issues.