

Article 1. Scope

Section I. General Provisions Chapter I. Introductory Provisions

1. This Law governs labour and the accompanying relations in the territory of Georgia, unless they are otherwise governed by any other special law or by any international agreement of Georgia.
2. The provisions of the Civil Code of Georgia shall regulate matters relating to labour relations that are not governed by this Law or by any other special law.
3. A labour agreement may not contain provisions different from those provided by this Law that worsen an employee's condition.

(Organic Law of Georgia No 729 of 12 June 2013 – website, 4.7.2013)

Article 2. Labour Relations

1. Labour relations is the performance of work by an employee for an employer in exchange for remuneration under organized labour conditions.
2. Labour relations is agreements reached, under the principle of equality, by the free expression of the wills of all involved parties.
3. Any and all discrimination in a labour and/or pre-contractual relations due to race, skin colour, language, ethnic or social belonging, nationality, origin, material status or title, place of residence, age, sex, sexual orientation, marital status, handicap, religious, social, political or other affiliation, including affiliation to trade unions, political or other opinions shall be prohibited.
4. Any direct or indirect harassment of a person that aims at and/or results in creating an intimidating, hostile, humiliating, degrading, or abusive environment for that person or creating such conditions for any person that directly or indirectly causes their status to deteriorate as compared to other persons in similar conditions, shall constitute discrimination.
5. The necessity to differentiate between persons shall not constitute discrimination, provided that such necessity arises from the essence or specifics of the work 1

performed or the conditions for its fulfillment, serves a legal purpose, and is a proportionate and necessary means to achieve the purpose.

6. In labour relations the parties shall safeguard basic human rights and freedoms enshrined in the laws of Georgia.

(Organic Law of Georgia No 729 of 12 June 2013 – website, 4.7.2013)

Article 3. Subjects of Labour Relations

1. Labour relations' subjects may be the employer or the association of employers and the employee or the association of employees that are formed for the purposes and in the

manner provided for by the Law of Georgia on Trade Unions and Conventions No 87 and No 98 of International Labour Organization (hereinafter – the Association of Employees).

2. The employer is a natural or a legal person and/or an association of persons, for which certain work shall be performed under a labour agreement.
3. The employee is a natural person who performs certain works for the employer under a labour agreement.
4. The subjects for individual labour relations shall be the employer and the employee.
5. The subjects for collective labour relations shall be one or more employers or one or more associations of employers and one or more associations of employees.

(Organic Law of Georgia No 729 of 12 June 2013 – website, 4.7.2013)

Article 31. Deleted

(Organic Law of Georgia No 195 of 28 December 2012 – website, 30.12.2012 Organic Law of Georgia No 729 of 12 June 2013 – website, 4.7.2013)

Section II. Individual Labour Relations

Chapter II. Origin of Labour Relations

Article 4. Minimum Employment Age and Origin of Capability

1. The legal ability for a natural person to work originates at the age of 16.
2. The legal ability to work for a minor under 16 begins with the consent of his/her legal representative or custody/guardianship authority, provided that the labour relations does not prejudice the minor's interests, their moral, physical and mental development, and does not limit their right and opportunity to acquire mandatory

2

primary and basic education. The consent of the legal representative or custody/guardianship authority shall remain in full force in connection with any further similar labour relations as well.

3. A labour agreement with a minor under 14 may be concluded solely in connection with any activity in sports, art, and cultural spheres, and for any advertising work.
4. It is prohibited to make a labour agreement with a minor relating to any performance of work in the business of gambling, nightclubs, preparation, transportation and sale of erotic and pornographic products and/or pharmaceutical and toxic substances.
5. It is prohibited to make a labour agreement with a minor or a pregnant or nursing mother for the performance of hard, harmful, or hazardous work.

Article 5. Pre-Contractual Relations and Exchange of Information before Signing a Labour Agreement

1. The employer shall be free to obtain information about a candidate that is necessary in order to make a decision on his/her employment.
2. The candidate shall inform the employer about any circumstance that may impede

his/her fulfillment of work or any circumstance that could jeopardize the interests of the employer or any third person.

3. The employer shall be free to check the accuracy of the information submitted by the candidate.
4. The information obtained by the employer concerning the candidate and the information submitted by the candidate may not be made available to any other person without the consent of the candidate, except as provided by law.
5. The candidate may recall the documents submitted by him/her if the employer has not signed a labour agreement with him/her.
6. The employer must provide the candidate with the following information:
 - a) the work to be fulfilled,
 - b) the form (written or oral) and term (definite or indefinite) of a labour agreement, c) working conditions,
 - d) legal status of the employee in labour relations,
 - e) remuneration.
7. Pre-contractual relations with the candidate shall be deemed completed by signing a labour agreement by all parties concerned or by giving a notice of denial to sign the same agreement with the candidate.

3

8. The employer shall not be required to substantiate his/her decision to deny employment.

(Organic Law of Georgia No 729 of 12 June 2013 – website, 4.7.2013)

Article 6. Conclusion of a Labour Agreement

1. A labour agreement shall be made orally or in writing for a definite or an indefinite period.

11. A labour agreement shall be made in writing if labour relations continues for more than three months.

12. Except where the term of a labour agreement is or exceeds one year, the labour agreement for a definite period shall be made only when:

- a) work of specific volume has to be fulfilled;
- b) seasonal work has to be fulfilled;
- c) the volume of work increases temporarily;
- d) an employee who is temporarily absent from work is replaced on the basis of a suspension of labour relations;
- e) there is any other objective circumstance justifying the execution of the agreement for a definite period.

13. If a labour agreement is made for any period more than 30 months or labour relations continues as a result of executing labour agreements twice or more times in a row and the duration of such labour relations exceeds 30 months, an indefinite labour agreement shall be deemed to have been concluded. Labour agreements for a definite period shall be deemed to

have been concluded in a row, if the current labour agreement is prolonged upon expiry of its term or the next labour agreement for a definite period is made within 60 days after the expiry of the initial agreement.

14. The restrictions imposed under this article for the conclusion of a labour agreement for a definite period shall not apply to a business entity identified in Article 2(1) of the Law of Georgia on Entrepreneurs if 48 months have not elapsed since its public registration (start-up) and it meets the additional conditions set by the Government of Georgia (if any), provided that, for the purposes of this paragraph, the duration of a labour agreement for a definite period may not be shorter than three months.

15. Paragraph 14 of this Article shall not apply to a business entity created as a result of reorganization by transfer or assignment of the assets of any other business entity or under a sham agreement.

16. Except as provided for by Paragraph 12(a-e) of this Article, an indefinite labour agreement shall be deemed to have been concluded if labour relations started during

4

the 48-month period defined by Paragraph 14 of this Article, and after expiry of such a period.

2. A written labour agreement shall be made in a language that the parties understand. A written labour agreement may be made in several languages. If a written labour agreement is made in several languages, it shall contain a clause that specifies in which language the agreement shall prevail should any discrepancy arise between the provisions of the agreements.
3. A person's application and a document issued by the employer evidencing the employer's willingness to accept the person for work shall be tantamount to conclusion of a labour agreement.
4. By a request of an employee, the employer shall issue a notice of employment that contains information on the work performed, remuneration and duration of the labour agreement.
5. A labour agreement may stipulate that work rules and regulations are a part of the agreement. In such case, the employer shall inform the person before signing the labour agreement of the work rules and regulations (if any), and thereafter of any changes made thereto.
6. If several labour agreements are signed with the employer that only complement and do not entirely supersede each other, all the agreements shall remain in force and be construed as one labour agreement.
7. Any previous labour agreement shall remain in force inasmuch as its provisions are not changed by a subsequent agreement.
8. If several labour agreements have been signed with the employee on one and the same condition, the agreement last signed shall prevail.
9. The essential conditions of a labour agreement shall be as follows:

1. a) date of commencement of work and duration of labour relations;
2. b) time of work and time of rest;
3. c) the workplace;
4. d) position and type of the work to be performed;
5. e) amount of remuneration and payment terms;
6. f) rules of compensation for overtime work;
7. g) duration of and rules for granting paid and unpaid leaves.

10. Any condition of an individual labour agreement or of the document indicated in Paragraph 3 of this Article that conflicts with this Law or the collective agreement

5

with the same employee shall be void except where the collective agreement improves the employee's condition.

(Article 6(11-13) of this Law shall apply to individual labour agreements and/or collective agreements made subsequent to the enactment of this Law (No 729, 12.6.2013).

Notwithstanding the provisions of Article 6(13), an indefinite labour agreement with an employee working under a labour agreement for a definite period whose labour relations with the same employer continues for five years or longer shall be deemed to have been signed under Article 6(13) one year after the enactment of this Law (No 729, 12.6.2013), and if the labour relations of such employee with the same employer continues for less than five years, an indefinite labour agreement with such employee shall be deemed to have been signed under Article 6(13) two years after the enactment of this Law (No 729, 12.6.2013).

(Organic Law of Georgia No 729 of 12.6.2013 – website, 4.7.2013)

Article 7. Origin of Labour Relations

Labour relations arises from the actual commencement of work by an employee unless otherwise provided for by a labour agreement.

Article 8. Limitation for Signing a Labour Agreement for Second Jobs

1. A labour agreement for a second job may be concluded with a person who can perform other payable work, in his/her spare time, while fulfilling his/her main job duties.
2. The employee's right to perform other work may be limited under a labour agreement if the performance of such work may impede the employee's fulfillment of the duties associated with his/her main job and/or if the person for whom the combined work must be performed is a competitor to the employer.

(Organic Law of Georgia No 729 of 12 June 2013 – website, 4.7.2013)

Article 9. Trial Period

1. By agreement of the parties, an agreement with the employee may be signed only once for a trial period of not more than six months to determine whether a person is fit to perform the work required. A labour agreement for a trial period shall be made only in

writing.

2. The work during a trial period shall be payable. The amount of such pay and payment terms shall be determined by agreement of the parties.

6

3. The employer shall be free at any time during the trial period to sign a labour agreement with the candidate or terminate the labour agreement signed for the trial period.
4. The requirements of Article 38 of this Law shall not apply to the termination of the labour agreement signed for a trial period unless otherwise determined by the labour agreement signed for a trial period. If the labour agreement signed for a trial period is terminated, the employee's work shall be compensated according to time worked.

(Organic Law of Georgia No 729 of 12 June 2013 – website, 4.7.2013)

Chapter III. Fulfillment of Work Article 10. Duty to Personally Fulfill Work

The employee shall personally fulfill the work required. The parties may agree that a third person could fulfill the work requirements for a certain period of time.

Article 11. Changing the Terms and Conditions of the Labour Agreement

1. The employer has the right to specify, with a notice to the employee, certain aspects for fulfillment of the work under the labour agreement that do not change the essential terms and conditions of the agreement.
2. The essential terms and conditions of the labour agreement may be changed only by agreement of the parties. If the labour agreement does not contain any essential term or condition, such term or condition may be determined by the consent of the employee.
3. A change in the essential terms and conditions of a labour agreement resulting from a change in law shall not require the employee's consent.
4. The following shall not amount to a change in the essential terms and conditions of a

labour agreement:

1. a) changing by the employer of the given place of fulfillment of work for the employee if it does not take the employee more than three hours a day to get from his/her place of residence to the new place for fulfillment of work and back by publicly available transport and does not result in disproportionate costs for the employee;
2. b) changing the time for starting or finishing work by maximum 90 minutes.

5. A simultaneous change in both of the circumstances set forth in Paragraph 4 of this Article shall constitute a change in the essential terms and conditions of the labour agreement.

7

(Organic Law of Georgia No 729 of 12 June 2013 – website, 4.7.2013)

Article 12. Business Trip

1. A business trip is when the employer temporarily changes the employee's place of work that arises because of business needs.

2. The employer sending the employee on a business trip shall not be construed as a change in the essential terms and conditions of the labour agreement if the business trip period does not exceed 45 calendar days per annum.
3. Exceeding the term by the employer specified in Paragraph 2 of this Article shall be construed as a change in the essential terms and conditions of the labour agreement.
4. The employer shall fully compensate all business trip costs to the employee.
5. The provisions of this article shall apply unless the labour agreement provides otherwise.

(Organic Law of Georgia No 729 of 12 June 2013 – website, 4.7.2013)

Article 13. Work Rules and Regulations

1. The employer shall be free to establish work rules and regulations and shall communicate them to the employee.
2. The rules and regulations are a written document that may specify:
 1. a) duration of a workweek, starting and finishing time of daily work, and in case of shift work – duration of a shift;
 2. b) duration of a break;
 3. c) time, place, and terms of payment of remuneration;
 4. d) duration of a paid leave and the procedure for granting it;
 5. e) duration of an unpaid leave and the procedure for granting it;
 6. f) rules for observing labour conditions;
 7. g) types of incentives and penalties and the procedure for their application;
 8. h) procedures for consideration of applications and claims.

3. Based
the work rules and regulations.

on the specifics of the work, the employer may establish special rules under

4. Any provision of the work rules and regulations that is in conflict with an individual labour agreement or a collective agreement or this Law shall be void.

(Organic Law of Georgia No 729 of 12 June 2013 – website, 4.7.2013)

8

Chapter IV. Work, Break and Rest Time Article 14. Duration of Working Time

1. The workweek of the employee, determined by the employer, shall not exceed 40 hours a week; whereas, in companies with specific operating conditions that require more than eight hours of a continuous mode of manufacture/work, the employee's workweek shall not exceed 48 hours a week. The Government of Georgia shall compile the list of the industries with the specific operating conditions. Working time does not include breaks and rest time.

11. If the employer's business calls for an uninterrupted 24-hour process of manufacture/work, the parties shall be free to sign a labour agreement for working in shifts, subject to the terms

and conditions of Paragraph 2 of this Article and on the condition that the employees are given adequate rest time for the hours worked.

2. The duration of rest between working days (shifts) shall not be less than 12 hours.
3. The duration of the working time of a minor between the ages of 16 and 18 shall not exceed 36 hours a week.
4. The duration of the working time of a minor between the ages of 14 and 16 shall not exceed 24 hours a week.

(Organic Law of Georgia No 729 of 12 June 2013 – website, 4.7.2013)

Article 15. Working Time for Shift Work

Shift work and going from one shift to the other shall be determined by a shift schedule approved by the employer based on the specifics of the work. The employee shall be given at least 10 day's prior notice of a change in the shift schedule unless this is impossible due to an extreme occupational need.

Article 16. Procedure for Summing Up the Working Time

A procedure for summing up working time may be introduced if due to working conditions the duration of daily or weekly working time cannot be observed.

Article 17. Overtime Work

1. The employee shall perform overtime work:
 - a) without compensation to prevent a natural disaster and/or eliminate the consequences;
 - 9
 - b) for adequate compensation to prevent an industrial accident and/or eliminate the consequences.
2. It is prohibited to require a pregnant woman, a woman who has recently given birth, a handicapped person, or a minor to work overtime without their consent.
3. Overtime work shall be deemed the work performed by an employee under agreement between the parties in the period of time, the duration for which exceeds 40 hours a week for an adult, 36 hours a week for a minor between the ages of 16 and 18, and 24 hours a week for a minor between the ages of 14 and 16.
4. Overtime work shall be paid in an increased amount of the hourly rate of pay. Conditions for overtime work shall be determined by agreement of the parties.
5. The parties may agree to give an employee additional time off in lieu of overtime pay.

(Organic Law of Georgia No 729 of 12 June 2013 – website, 4.7.2013)

Article 18. Limitation on Night Jobs

It is prohibited to employ a minor, a pregnant woman, or a woman who has recently given birth, a breastfeeding woman, a babysitter of a child under the age of three, or a handicapped person for a night job (from 22:00 p.m. to 6:00 a.m.) without their consent.

Article 19. Additional Breaks for Breastfeeding Women

1. The employee may request an additional break for not less than one hour a day if she is breastfeeding an infant under the age of one.
2. The break for feeding an infant shall be regarded as working time and shall be paid.

Article 20. Holidays

1. Holidays are:
 1. a) January 1 and 2 – the New Year Holidays
 2. b) January 7 - Christmas, the date of the birth of Jesus Christ, Our Lord
 3. c) January 19 - the Epiphany, the baptismal date of Jesus Christ, Our Lord
 4. d) March 3 – Mother’s Day
 5. e) March 8 –Women’s International Day
 6. f) April 9 - the day when the Act of Restoration of Independence of Georgia was adopted; the day of national unity, civil concord, and commemoration of those who died for the national integrity of Georgia

10

7. g) Resurrection days of Jesus Christ, Our Lord –Good Friday, Good Saturday, Easter Sunday, the day after the Easter, Monday - the day of prayer for the deceased (transitional dates)
 8. h) May 9 - Victory Day over Fascism
 9. i) May 12 –Commemoration Day of St. Apostle Andrew, the Founder of the Georgian Apostolic Church
 - 10.j) May 26 - Independence Day of Georgia
 - 11.k) August 28 - the day of the Assumption of the Virgin (‘Mariamoba’)
 - 12.l) October 14 – ‘Mtskhetoba’ (Holiday of Svetitskhovloba, Robe of Christ)
 - 13.m) November 23 - St. George’s Day.
2. Instead of the holidays envisaged by this Law, the employee may request other holidays that must be stipulated in the labour agreement.
 3. The employee’s performance of work during the holidays laid down in Paragraph 1 of this Article shall constitute overtime work and its payment conditions shall be determined in the manner prescribed by Article 17(4-5) of this Law.

(Organic Law of Georgia No 729 of 12 June 2013 – website, 4.7.2013)

Chapter V. Leave

Article 21. Duration of Leave

1. An employee shall have the right to enjoy paid leave for at least 24 working days per annum.
2. An employee shall have the right to enjoy unpaid leave for at least 15 calendar days per annum.

3. A labour agreement may prescribe terms and conditions different from those envisaged by this article provided they do not worsen the condition of an employee.
4. If a labour agreement is terminated for any of the reasons set forth in Article 37(1)(a, f-h, n) of this Law, the employer shall pay the employee any unused leave calculated in proportion to the duration of labour relations.

(Organic Law of Georgia No 729 of 12 June 2013 – website, 4.7.2013)

Article 22. Procedure for Granting Leaves

1. An employee shall have the right to request leave after working for 11 months. By agreement of the parties, the employee may be granted leave even before the said term elapses.

11

2. Beginning from the second year of work, by agreement of the parties, the employee may be granted leave at any time during the working year.
3. By agreement of the parties, a leave may be used in parts.
4. Leave does not include a period of temporary disability, a maternity and parental leave, a leave due to adoption of a newborn, or any additional parental leave.
5. Unless otherwise provided for by a labour agreement, an employer may determine the sequence of granting paid leave to employees.

Article 23. Duty to Give the Employer a Prior Notice of Unpaid Leave

In taking unpaid leave, the employee shall give the employer at least two weeks prior notice of leave, except where such notice cannot be given due to urgent medical or family circumstances.

Article 24. Emergence of the Right to Request Leave

1. The period for calculating the emergence of the right to request leave includes the time actually worked by the employee as well as any compulsory delay caused through the fault of the employer.
2. The period for calculating the emergence of the right to request leave does not include the time of the employee's absence from work without a good reason or the time of being on unpaid leave for more than seven working days.

Article 25. Exceptional Cases of Carrying Paid Leave Forward

1. If giving the employee paid leave in the current year adversely affects the normal course of work, by consent of the employee, the leave may be carried forward to the next year. A minor's paid leave shall never be carried forward into the next year.
2. Paid leave shall never be carried forward two years in a row.

Article 26. Leave Pay

An employee's leave pay shall be determined according to the pre-leave three months' average pay. If the worked time from the beginning of work or after the last leave is less than three months, then an employee's leave pay shall be defined according to the average pay of worked

months, and in case of fixed monthly pay, then according to the last month's pay.

Article 261. Additional Leave for Employees Working under Hard, Harmful, or Hazardous Labour Conditions

12

An employee working under hard, harmful or hazardous labour conditions shall be granted an additional paid leave of 10 calendar days per annum.

(Organic Law of Georgia No 729 of 12 June 2013 – website, 4.7.2013)

Chapter VI

Maternity, Parental, Newborn Adoption and Additional Parental Leaves

Article 27. Maternity and Parental Leaves

1. An employee, at his/her own request, shall be given maternity and parental leave in the amount of 477 calendar days.
2. Out of the maternity and parental leaves an employee shall be paid for 126 calendar days in general, whereas in the event of pregnancy complications or multiple birth, 140 calendar days shall be paid.
3. An employee may at her sole discretion apportion the leave, provided for by Paragraph 2 of this Article, to the prenatal and post-natal periods.

Article 28. Newborn Adoption Leave

The employee who has adopted an infant under the age of one shall, at his/her own request, be granted a newborn adoption leave in the amount of 365 calendar days from the birth of the child. He/she shall be paid 70 calendar days out of this leave.

Article 29. Maternity, Parental, and Newborn Adoption Leave Pays

Maternity, parental, and newborn adoption leaves shall be paid from the state budget of Georgia in the manner provided for by the laws of Georgia. The employer and the employee may agree on additional payments.

Article 30. Additional Parental Leave

1. An employee shall, at his/her request, be given, without interruption or in parts but not less than two weeks a year, an additional unpaid parental leave in the amount of 12 weeks until the child turns five.
2. Additional parental leave may be granted to any person who actually takes care of the child.

13

Chapter VII. Remuneration

Article 31. Form and Amount of Remuneration, Time and Place of Payment

1. A labour agreement shall determine the form and amount of remuneration. The provisions of this article shall apply unless otherwise provided by a labour agreement.
2. Remuneration shall be paid out once a month.

3. The employer shall pay to the employee 0.07% of the delayed sum for each day of delay in any compensation or payment.

(Organic Law of Georgia No 729 of 12 June 2013 – website, 4.7.2013)

Article 32. Remuneration for Compulsory Delay

1. Unless otherwise provided by the labour agreement, in the case of any compulsory delay due to the fault of the employer, the employee shall be given full remuneration.
2. A compulsory delay caused by an employee shall not be paid.

Article 33. Deduction from Remuneration

1. The employer may deduct from the employee's remuneration overpayments or any other sum payable by the employee to the employer under labour relations.
2. The total amount of a lump-sum deduction from remuneration shall not exceed 50% of remuneration.

(Organic Law of Georgia No 729 of 12 June 2013 – website, 4.7.2013)

Article 34. Final Payment in Case of Termination of Labour Relations

If labour relations is terminated, the employer shall make final payment to the employee no later than seven calendar days, unless otherwise directed by the labour agreement or law.

Chapter VIII. Observance of Labour Conditions Article 35. Right to a Safe and Healthy Working Environment

1. The employer shall provide the employee with a working environment that is maximally safe for the life and health of the employee.

14

2. The employer shall, within a reasonable term, provide the employee with available full, objective, and clear information on all the factors that affect the employee's life and health or the safety of the natural environment.
3. The employee may refuse to fulfill any work, assignment, or instruction that contradicts law or that due to the lack of occupational safety standards presents an obvious and substantial danger to his/her or a third person's life, health, property, or to the safety of the environment. The employee shall promptly inform the employer the reason(s) for which he/she refuses to fulfill his/her obligations under the labour agreement.
4. The employer shall develop a preventive system that ensures labour safety and in a timely manner furnish the employee with relevant information about labour safety-related risks and about measures to prevent such risks. Furthermore, the employer shall inform the employee about risk-bearing equipment handling rules and, if necessary, provide the employee with personal protection equipment. The employer shall in a timely manner, along with technological progress, replace dangerous equipment with safe or less dangerous equipment and take all the other reasonable steps to protect the employee's safety and health.
5. The employer shall take all reasonable steps for the timely localization and liquidation of an industrial accident and for the provision of first aid and evacuation.

6. The employer shall pay full compensation to the employee for work-related damage that caused any deterioration to the employee's health and shall cover the subsequent, necessary treatment costs.
7. The employer shall ensure the protection of a pregnant woman from any work that jeopardizes her or her fetus's welfare, physical, or mental health.
8. The laws of Georgia shall provide a list of hard, harmful, hazardous works, and labour safety regulations, including the cases and rules of an employee's mandatory periodic medical inspection at the expense of the employer.

Chapter IX

Suspension and Termination of Labour Relations

(Organic Law of Georgia No 729 of 12 June 2013 – website, 4.7.2013)

Article 36. Suspension of Labour Relations

1. Suspension of labour relations is a temporary non-fulfillment of the work envisaged by a labour agreement that does not result in the termination of labour relations.
2. The following shall serve as the basis for suspension of labour relations: 15

a) b) c) d)

e) f) g)

h) i)

j)

k)

l)

a strike;

a lockout;

the exercising of an active and/or passive suffrage;

an appearance before an investigation, prosecution, or judicial authority in cases provided for by procedural law of Georgia;

call to military service;

call for military reserve service;

maternity and parental leave, newborn adoption leave, and any additional parental leave;

the placement of a victim of family violence in an asylum and/or crisis center, during which it is impossible for her to discharge her official duties, but not in excess of 30 calendar days per annum;

a temporary disability, provided that the term of such disability does not exceed consecutive 40 calendar days or if the total term within six months does not exceed 60 calendar days;

capacity building, professional retraining, or education, the duration of which per year must not exceed 30 calendar days;

unpaid leave; paid leave.

3. If the Paragraph 2 (except Subparagraph 'b') of this Article, the employer shall suspend labour relations for a reasonable amount of time. Labour relations shall be deemed suspended from the time of the submission of such a request until the elimination of the relevant basis for the suspension.
4. If labour relations is suspended, except for the cases provided for by Paragraph 2(f) and (l) of this Article, the employee shall be given no pay whatsoever unless otherwise provided for by the laws of Georgia or by the labour agreement.
5. The expenses related to an appearance before an investigation, prosecution, or judicial authority in cases provided for by the procedural law of Georgia, shall be paid from the state budget of Georgia as prescribed by law.
6. (Deleted – 12.6.2013, No 729).

(Organic Law of Georgia No 729 of 12 June 2013 – website, 4.7.2013)

Article 37. Bases for Termination of Labour Agreement

1. The following shall serve as grounds for termination of a labour agreement: 16

employee requests suspension of labour relations on the grounds set forth in

1. a) economic circumstances, technological, or organizational changes making it necessary to reduce workforce;
2. b) expiry of the labour agreement;
3. c) completion of the work provided for by a labour agreement;
4. d) voluntary written application for resigning from a position/work by the employee;
5. e) written agreement between the parties;
6. f) incompatibility of the employee's qualifications or professional skills with the position held/work to be performed by the employee;
7. g) gross violation by the employee of his/her obligation under an individual labour agreement or a collective agreement and/or rules and regulations;
8. h) violation by the employee of his obligation under an individual labour agreement or a collective agreement and/or rules and regulations, if any of the disciplinary actions under such an individual labour agreement or a collective agreement and/or rules and regulations has already been administered in relation to the employee for the last one year;
9. i) unless otherwise provided for by the labour agreement, a long-term disability, if the period of disability exceeds 40 calendar days in a row, or the total disability period within six months exceeds 60 calendar days, and, at the same time, the employee has used the leave indicated in Article 21 of this Law;
10. j) entry into force of a court judgment or decision precluding the fulfillment of work;

- 11.k) the final decision of finding a strike illegal delivered by the court in accordance with Article 51(6) of this Law;
- 12.l) death of an employer as a natural person or of an employee;
- 13.m) commencement of liquidation proceedings of an employer as a legal entity;
- 14.n) any other objective circumstance justifying termination of the labour agreement.

2. The violation of the obligation under the work rules and regulations set forth in Paragraph 1 (g) and (h) of this Article may serve as the basis for termination of a labour agreement only if the work rules and regulations are an integral part of the labour agreement.

3. Labour relations shall in no event be terminated:

- a) for any reason other than those laid down in Paragraph 1 of this Article; b) by grounds of discrimination as provided in the Article 2 of this Law;
- c) during the period set forth in Article 36(2)(g) of this Law from the notice of pregnancy given by a female employee to the employer except for the grounds under Paragraph (1)(b-e, g, h, j, l) of this Article;

17

d) due to the employee being called to military service or military reserve service and/or during the employee's fulfillment of compulsory military reserve service or military reserve service except for the grounds under Paragraph(1)(b-e, g, h, j, l) of this Article;

e) during the period of being a jury in court except for the grounds under Paragraph (1)(b-e, g, h, j, l) of this Article.

(Organic Law of Georgia No 729 of 12 June 2013 – website, 4.7.2013)

Article 38. Procedure for Termination of the Labour Agreement

1. In terminating the labour agreement on any of the grounds stipulated by Article 37(1)(a, f, i, n) of this Law, the employer shall give the employee at least 30 calendar days' prior written notice. Besides, the employee shall be granted a severance pay of at least one month's salary within 30 calendar days after the termination of the labour agreement.
2. In terminating the labour agreement on any of the grounds stipulated by Article 37(1)(a, f, i, n) of this Law, the employer may give the employee at least three calendar days prior written notice. In such case, the employee shall be granted a severance pay of at least two months' salary within 30 calendar days after the termination of the labour agreement.
3. If the labour agreement is terminated on the initiative of the employee on the ground stipulated by Article 37(1)(d) of this Law, the employee shall give the employer at least 30 calendar days' prior written notice.
4. Within 30 calendar days from the receipt of the employer's notice of termination of the labour agreement, the employee may give the employer a written notice requesting a written substantiation for the grounds for termination of the labour agreement.
5. The employer shall provide a written substantiation of the grounds for termination of the labour agreement within seven calendar days from the submission of the employee's

request.

6. Within 30 calendar days from the receipt of the employer's written substantiation, the employee may file an appeal with the court against the employer's decision for termination of the labour agreement.
7. If the employer does not provide a written substantiation for the grounds for termination of the labour agreement within seven calendar days from the submission of the employee's request, the employee may file an appeal with the court against the employer's decision of termination of the labour agreement within 30 calendar days.

18

In such case, the burden of proof for determining the facts of the dispute shall rest with the employer.

8. If the court voids the employer's decision for termination of the labour agreement, under the court's decision, the employer shall restore the person, whose labour agreement was terminated, to his/her original job or provide the person with an equal job or pay such a person the compensation in the amount fixed by the court.

(Organic Law of Georgia No 729 of 12 June 2013 – website, 4.7.2013)

Article 38¹. Massive Layoffs

1. If at least 100 employees' labour agreements are terminated within 15 calendar days on the grounds stipulated by Article 37(1)(a) of this Law (massive layoff), the employer shall give the Ministry of Labour, Health, and Social Affairs of Georgia and the employees whose labour agreements are terminated, at least 45 calendar days' written notice prior to such a massive layoff.
2. The terms of notice under Article 38(1-2) shall not apply in the case provided for by Paragraph 1 of this Article.

(Organic Law of Georgia No 729 of 12 June 2013 – website, 4.7.2013)

Article 39. Termination of Labour Agreement with a Minor

The legal representative of a minor or custody/guardianship authority may request termination of a labour agreement with a minor if continuation of the work prejudices the life, health, or other material interests of the minor.

(Organic Law of Georgia No 729 of 12 June 2013 – website, 4.7.2013)

Article 40. Involuntary Continuation of Work

If the term of a labour agreement has expired but, based on the specifics of work, discontinuance of work will cause substantial damage or jeopardize human health, then the employee shall continue working until the abatement of such a situation and the employer shall pay remuneration to the employee.

Chapter IX¹. Freedom of Association

(Organic Law of Georgia No 729 of 12 June 2013 – website, 4.7.2013)

Article 40¹. General Provisions

1. The employee and the employer may form associations and/or access other associations without any prior permission.
2. The association of employers and the association of employees may develop their own charters and regulations, form management bodies, elect representatives, and conduct their activities.
3. The association of employers and the association of employees may form and associate with federations and confederations. Each of such associations, federations, and confederations may access the international association of employers and the international association of employees.

(Organic Law of Georgia No 729 of 12 June 2013 – website, 4.7.2013)

Article 402. Prohibition of Discrimination

1. It is prohibited to discriminate against an employee for being a member of an association of employees and/or against the participation in the activities of such an association and/or perform any other act aimed at:
 1. a) the hiring of an employee or maintaining a job for such an employee in lieu of their renouncing his/her membership or withdrawing from the association of employees;
 2. b) the termination of labour relations with or otherwise harassing the employee for being a member of an association of employees and/or participating in the activities of such association.
2. The employee may participate in the activities of an association of employees during working hours by agreement with the employer.
3. The burden of proof for the claim filed in the case provided for by Paragraph (1)(b) of this Article and/or on the grounds prescribed by Article 37(3)(b) of this Law shall rest with an employer if the employee alleges the circumstances providing a reasonable cause to believe that the employer acted in breach of the requirement(s) of Paragraph (1)(b) of this Article and/or Article 37(3)(b) of this Law.

(Organic Law of Georgia No 729 of 12 June 2013 – website, 4.7.2013)

Article 403. Prohibition of Interference with the Activities of the Associations of Employers and Employees

1. The associations of employers and employees, their members or representatives shall not in any way interfere with the activities of each other.

20

2. For the purposes of this article, interfering with the activities of an association implies any act aimed at impeding the association through financial or other means in order to exercise control over it.

(Organic Law of Georgia No 729 of 12 June 2013 – website, 4.7.2013)

Section III. Collective Labour Agreement Chapter X. Collective Agreement

Article 41. General Provisions

1. A collective agreement shall be concluded between one or more employers, or one or more associations of employers and one or more associations of employees.
2. A collective agreement shall:
 - a) determine labour conditions;
 - b) govern the relationship between the employer and the employee;
 - c) govern the relationship between one or more employers, or one or more associations of employers and one or more associations of employees.
3. The parties shall determine the terms and conditions of a collective agreement on their own.
4. The parties shall conduct negotiations in good faith when one of the parties comes up with an initiative to sign a collective agreement.
5. In the course of negotiations, the parties shall provide each other with information on the issue(s) of negotiations. A party may give the other party confidential information and in providing confidential and/or other information request that such information be kept confidential.
6. The state or local self-government authorities shall in no case interfere with the process of signing a collective agreement. Any agreement signed through such interference shall be void.

(Organic Law of Georgia No 729 of 12 June 2013 – website, 4.7.2013)

Article 42. Representation

1. An association of employees shall act through its representatives in signing, terminating or changing the terms and conditions of a collective agreement or in order to protect the rights of employees.

21

2. Representation shall be confirmed by a written power of attorney signed by the employees concerned and the person who is vested with the right of representation.
3. The representative may be any capable natural person.
4. The representative shall act in the interests of only those employees who have granted him/her the right of representation.

(Organic Law of Georgia No 729 of 12 June 2013 – website, 4.7.2013)

Article 43. Collective Agreement

1. A collective agreement shall be made only in writing.
2. A collective agreement shall be made for a definite or indefinite period.
3. A collective agreement made for a definite period must provide for commencement and expiry dates.
4. A collective agreement made for an indefinite period must contain provisions to revise,

modify, and terminate it.

5. The existence of a collective agreement shall not limit the employer's or the employee's right to terminate labour relations. This shall not lead to the termination of labour relations with other employees being parties to the same agreement.
6. All parties to a collective agreement shall be precisely identified.
7. The obligations under a collective agreement shall apply to the parties to the agreement. If a collective agreement is made between the employer and one or more associations of employees and such one or more associations of employees have a membership of over 50% of the employees working for the given enterprise, then any other employee working for the same enterprise may request in writing that the employer become, too, a party to such a collective agreement. An employer shall grant such a written request within 30 calendar days after receiving it. The provisions of this paragraph shall not prevent any other association of employees of fewer than 50% of the employees working for the given enterprise from independently negotiating with the employer and concluding a separate collective agreement.
8. The provisions of a collective agreement shall constitute an integral part of the individual labour agreements of employees under this agreement.
9. Any condition of a collective agreement that contradicts this Law shall be void.

(Organic Law of Georgia No 729 of 12 June 2013 – website, 4.7.2013)

Section IV. Liability and Dispute

22

Chapter XI. Liability Article 44. Material Liability for the Damage Incurred

In labour relations, the damage inflicted by one party to the other shall be reimbursed as prescribed by the laws of Georgia.

Article 45. Written Liability Agreement

1. A written agreement may define the type and extent of an employee's individual responsibility if it arises from the specifics of work.
2. A written agreement on full material liability may be signed with an employee of full legal age who is responsible for the storage, processing, sale (transfer), transportation, or use in the production process of valuables handed over to him/her.

Article 46. Limitations under Labour Agreement

1. (Deleted – 12.6.2013, No 729).
2. (Deleted – 12.6.2013, No 729).
3. A labour agreement may establish an employee's obligation not to use knowledge and skills acquired in the course of fulfilling the terms and conditions of the labour agreement in favour of any other, competing employer. This limitation may apply during six months after the termination of labour relations, provided that during such limitation the employer pays the employee a compensation amount not less than that of the

compensation at the moment of the termination of labour relations.

4. The limitation under Paragraph 3 of this Article shall not be imposed on persons engaged in the fields of education, science and culture.
5. A loss or damage incurred through a violation of this article shall be reimbursed as prescribed by the laws of Georgia.

(Organic Law of Georgia No 729 of 12 June 2013 – website, 4.7.2013)

Chapter XII. Dispute

Article 47. Dispute

1. A dispute is a disagreement arising during the course of labour relations. The resolution of disputes shall fall within the legal interests of the parties to a labour agreement.

23

2. A dispute arises by one party's giving the other a written notice of disagreement.
3. The basis for arising a dispute in labour relations may be:
 1. a) a violation of the human rights and freedoms envisaged by the laws of Georgia;
 2. b) a violation of the terms and conditions of an individual labour agreement or a collective agreement;
 3. c) a disagreement between the employer and the employee over the essential terms and conditions of an individual labour agreement and/or terms and conditions of a collective agreement; such disagreement must be resolved in compliance with the conciliation procedures contemplated by Articles 48 and 48¹ of this Law.
4. (Deleted – 12.6.2013, No 729).
5. The consideration of a dispute shall not cause suspension of labour relations.
6. Any dispute arising during individual labour relations shall be resolved in compliance with the conciliation procedures contemplated by Article 48 of this Law and/or by referral to the court or arbitration.
- 6¹. Any dispute arising during collective labour relations shall be resolved in compliance with the conciliation procedures contemplated by Article 48¹ of this Law and/or by referral to the court or arbitration.
7. The employee being a party to a collective agreement shall not be limited to individually protecting, with respect to the given dispute, his/her rights in connection with other specific issues.

(Organic Law of Georgia No 729 of 12 June 2013 – website, 4.7.2013)

Article 48. Consideration and Resolution of Individual Disputes

1. An individual dispute shall be resolved under conciliation procedures between the parties; this implies the holding of direct negotiations between the employee and the

employer.

2. A party shall give the other party a written notice of the commencement of conciliation procedures; such notice shall precisely identify the grounds for the arising of the dispute as well as the party's claims.
3. The other party shall consider the written notice under Paragraph 2 of this Article and inform the party of its decision in writing within 10 calendar days after the receipt of the notice.
4. The representatives or the parties shall make a written decision that becomes part of the existing labour agreement.

24

5. If the parties fail to reach agreement over the dispute within 14 calendar days after receipt of the written notice set forth in Paragraph 2 of this Article, any party may refer the dispute to the court.
6. If a party avoided participation in the conciliation procedures within 14 calendar days after receipt of the written notice set forth in Paragraph 2 of this Article, the burden of proof to determine the facts of the dispute shall rest with such party.
7. The parties may agree to refer the dispute for arbitration.
8. While the dispute is pending a hearing, the parties shall in no event increase their claim or change the subject of dispute.

(Organic Law of Georgia No 729 of 12 June 2013 – website, 4.7.2013)

Article 481. Consideration and Resolution of Collective Disputes

1. A collective dispute (a dispute between an employer and a group of employees or an employer and an association of employees) shall be resolved under the conciliation procedures between the parties. This implies the holding of direct negotiations between an employer and a group of employees (at least 20 employees) or an employer and an association of employees or mediation between the same if one of the parties sends a written notice to the Minister of Labour, Health, and Social Affairs of Georgia (hereinafter – the Minister).
2. A party shall give the other party a written notice of the commencement of conciliation procedures; such notice shall precisely identify the grounds for the arising of the dispute as well as the party's claims.
3. To reach agreement at any stage in the negotiations, a party may apply to the Minister in writing for the appointment of a dispute mediator for commencement of the mediation. Such written notice shall be delivered to the other party in the dispute on the same day.
4. Based on the written notice set forth in Paragraph 3 of this Article, the Minister shall appoint a mediator for the dispute pursuant to the procedure for consideration and resolution of collective disputes under the conciliation procedures approved by a normative act of the Government of Georgia. If there is a heightened public interest, the Minister may, on his/her own initiative, at any stage of the dispute, appoint a mediator for the dispute without any party's written application, by giving a written notice to the

parties involved.

5. At any stage of dispute the Minister may make a decision to terminate the conciliation procedures.
6. The parties shall take part in the conciliation procedures and attend the meetings held for this purpose by the mediator for the dispute.

25

7. If the Minister so requests, the mediator for the dispute shall send him/her a report of the dispute.
8. At any stage of dispute the parties may agree to refer the dispute for arbitration.
9. The mediator for the dispute shall not disclose any information or document that has become known to him/her as a mediator for the dispute.

(Organic Law of Georgia No 729 of 12 June 2013 – website, 4.7.2013)

Article 49. Strike and Lockout

1. A strike, in case of a dispute, is the employee's temporary, voluntary refusal to fulfill, whether in whole or in part, the obligations under a labour agreement. Persons identified by the laws of Georgia have no right to take part in a strike.
2. A lockout, in case of a dispute, is the employer's temporary, voluntary refusal to fulfill, whether in whole or in part, the obligations under a labour agreement.
3. In respect to a collective dispute, the right to strike and lockout arises upon expiry of 21 calendar days after giving the Minister a written notice under Article 48₁(3) of this Law or after the Minister's appointment, on his/her own initiative, of a mediator for the dispute under Article 48₁(4) of this Law.
4. In respect to an individual dispute, the parties shall give each other a written notice of the time, place, and character of a strike or lockout at least three calendar days prior to the commencement of such strike or lockout.
5. In respect to an individual dispute, the parties shall give each other and the Minister a written notice of the time, place, and character of a strike or lockout at least three calendar days prior to the commencement of such strike or lockout.
6. During the period of a strike or lockout the parties shall carry on with the conciliation procedures.
7. No lockout may continue for more than 90 calendar days.
8. During a strike or lockout, the employer shall not be required to pay remuneration to the employee.
9. No strike or lockout may serve as the basis for termination of labour relations.

(Organic Law of Georgia No 6537 of 22 June 2012 - website 4.7.2012 Organic Law of Georgia No 729 of 12 June 2013 – website, 4.7.2013)

Article 50. Postponement or Suspension of Strike or Lockout

If human life, health, safety of the natural environment, a third person's property, or the work of a vital service is jeopardized, the court may postpone the commencement of a strike

26

or lockout for a maximum of 30 days or suspend the started strike or lockout for the same term.

Article 51. Illegal Strike and Lockout

1. During emergency or martial law the right to strike or lockout may be limited by decree of the President of Georgia.
2. The right to strike can not be exercised immediately where the employees' work activity is related to the safety of human life and health or if the activity cannot be suspended due to the character of a technological process.
3. If one of the parties avoids participation in the agreed-upon procedures or has staged a strike or lockout, such a strike or lockout shall be deemed illegal.
4. (Deleted – 12.6.2013, No 729).
5. (Deleted – 12.6.2013, No 729).
6. The court shall decide whether a strike or lockout is illegal and the parties involved shall be promptly informed of the decision. The court decision on finding a strike or lockout illegal shall be executed forthwith.

(Organic Law of Georgia No 729 of 12 June 2013 – website, 4.7.2013)

Article 52. Guarantees of Employees

1. Participation of the employee in a strike may not be deemed a violation of labour discipline and may not serve as the basis for termination of the labour agreement, except when an illegal strike is declared.
2. If the court has found a lockout illegal, the employer shall restore labour relations with the employees and pay them for the working hours missed.
3. The employees who did not participate in a strike but could not fulfill their work because of the strike may be transferred to other work by the employer or be paid for the suspension period based on the hourly rate of work.
4. (Deleted – 12.6.2013, No 729).

(Organic Law of Georgia No 729 of 12 June 2013 – website, 4.7.2013)

Section IV¹. Tripartite Social Partnership Commission

(Organic Law of Georgia No 729 of 12 June 2013 – website, 4.7.2013)

27

Chapter XII¹. Tripartite Social Partnership Commission

(Organic Law of Georgia No 729 of 12 June 2013 – website, 4.7.2013)

Article 52¹. General Provisions

1. A Tripartite Social Partnership Commission (hereinafter – the Tripartite Commission) is a consultative body accountable to the Chairperson of the Tripartite Commission – the

Prime Minister of Georgia.

2. The Tripartite Commission shall conduct its activity in accordance with the Constitution of Georgia, international agreements of Georgia, laws of Georgia, resolutions of the Parliament of Georgia, decrees and edicts of the President of Georgia, resolutions and directives of the Government of Georgia, orders of the Prime Minister of Georgia, and other legal acts.
3. The parties to the Tripartite Commission shall be: the Government of Georgia and associations of employers and associations of employees operating in various industries across the country.
4. In the Tripartite Commission each party shall have six members who can represent the various organizations. A decision on admitting representatives of such organizations to the composition of the Tripartite Commission shall be made by the Chairperson of the Tripartite Commission.
5. Each association of employers and association of employees being a party to the Tripartite Commission shall make its own decision for selecting their own representatives and nominating them as members of the Tripartite Commission.
6. The persons having the right to represent the parties shall be nominated as members of the Tripartite Commission, each of whom in turn nominates the remaining five members of the Commission to the Chairperson of the Tripartite Commission.
7. The Government of Georgia in the Tripartite Commission shall be represented together with the Chairperson of the Commission by officials holding managerial positions in the following public institutions:
 1. a) Ministry of Labour, Health, and Social Affairs of Georgia
 2. b) Ministry of Justice of Georgia
 3. c) Ministry of Economy and Sustainable Development of Georgia
 4. d) Ministry of Regional Development and Infrastructure of Georgia
 5. e) Ministry of Education and Science of Georgia.

(Organic Law of Georgia No 729 of 12 June 2013 – website, 4.7.2013)

28

Article 52. Social Partnership and Principles of Operation of the Tripartite Commission

1. Social partnership is a system of dialogue and interaction among the representatives of the social partners – the employer (association of employers), the employee (association of employees), and the public agency in connection with labour issues.
2. The activities of the Tripartite Commission shall be based on the following core principles:
 1. a) equality and independence of the parties;
 2. b) respect for the interests of a social partner;
 3. c) coordination and responsibility;

4. d) awareness;
 5. e) fulfillment of obligations;
 6. f) tri-partisanship;
 7. g) consensus.
3. Social partnership may be developed on national, sectoral, territorial, corporate, or other organizational levels.

(Organic Law of Georgia No 729 of 12 June 2013 – website, 4.7.2013)

Article 523. Functions of the Tripartite Commission

The functions of the Tripartite Commission shall be as follows:

1. a) promoting the development of social partnership in the nation and a social dialogue between employees, employers and the Government of Georgia;
2. b) formulating proposals and recommendations on labour and other accompanying issues.

(Organic Law of Georgia No 729 of 12 June 2013 – website, 4.7.2013)

Article 524. Rights of the Tripartite Commission

1. To discharge its functions, within its competence, the Tripartite Commission may:

- a) review, in the manner provided by the laws of Georgia, the issues raised by the parties;
- b) hear the parties' reports on the issues falling within its competence at the meetings of the Tripartite Commission;

29

c) request, in the manner provided for by the laws of Georgia, from the executive authority as well as local self-government bodies and other agencies the materials that the Tripartite Commission needs to review issues;

4. d) if necessary, invite, in the manner provided for by the laws of Georgia, the representatives of various agencies, specialists, and experts of the relevant fields for formulation of adequate proposals and recommendations. There shall be no conflict of interest when inviting such representatives, specialists, and experts;
 5. e) formulate and submit to interested persons proposals on issues falling within its competence.
2. The tenure of the members of the Tripartite Commission shall be one year. The new composition of the Tripartite Commission shall be determined prior to the expiry of the tenure of the previous composition.
 3. The statute of the Tripartite Commission defining the composition, structure, and rules for approval of its composition and activities shall be approved by resolution of the Government of Georgia.

(Organic Law of Georgia No 729 of 12 June 2013 – website, 4.7.2013)

Section V. Transitional and Final Provisions Chapter XIII. Transitional and Final

Provisions

Article 53. Application of the Law to Existing Labour Relations

This Law shall apply to the already existing labour relations irrespective of the time of their origin.

Article 54. Measures to Be Taken in Connection with the Enactment of the Law

1. The Ministry of Labour, Health and Social Affairs of Georgia shall work out and approve:
 1. a) procedure for payment of maternity, parental, and adoption leaves – within two months after enactment of this Law;
 2. b) list of hard, harmful and hazardous works, labour safety regulations, including the list of cases and procedure for the employee’s mandatory periodic medical inspection at the expense of the employer – prior to 1 July 2007;
- 30
- c) regulation of Legal Entity under Public Law – National Social Allowance and Employment Agency – within three months after enactment of this Law;
4. d) procedure for keeping the state register of private employment agencies – within six months after enactment of this Law. A private employment agency shall be any natural or private-law legal person delivering services for the purpose of employing an unemployed (job-seeker). For the purposes of this provision, an unemployed (job-seeker) shall be a capable or partly capable person of the working age determined by the laws of Georgia who has no job, is looking for it and is ready to fulfill work;
5. e) list of activities related to the safety of human life and health – until 1 November 2013.
2. Order No 85/N of 15 March 2006 of the Minister of Labour, Health and Social Affairs of Georgia on Approval of the Procedure for Appointment and Payment of Temporary Disability and Maternity Allowances shall remain in legal force until the approval under this Law of the procedure for payment of maternity and newborn adoption leaves.
3. Order of No 12/N of 17 January 2005 of the Minister of Labour, Health and Social Affairs of Georgia on Approval of the Regulation of Legal Entity under Public Law – National Social Allowance and Employment Agency shall remain in legal force until the approval under this Law of the new Regulation of Legal Entity under Public Law– National Social Allowance and Employment Agency.
4. State control over Legal Entity under Public Law– National Social Allowance and Employment Agency shall be provided by the Ministry of Labour, Health and Social Affairs of Georgia.
5. The head of Legal Entity under Public Law– National Social Allowance and Employment Agency shall be appointed to and removed from office by the Minister of Labour, Health and Social Affairs of Georgia.
6. Legal Entity under Public Law– National Social Allowance and Employment Agency shall ensure the payment of unemployment allowance liabilities only up to the

enactment date of this Law.

7. The Ministry of Labour, Health and Social Affairs of Georgia shall be assigned to approve the procedure for registration of the unemployed and implementation of measures for their assistance. For the purposes of this provision, the unemployed shall be a capable or partially incapable person of the working age determined by the laws of Georgia who has no job, is looking for it and is ready to fulfill work.
8. National Social Allowance and Employment Agency, a public-law legal entity under the state control of the Ministry of Labour, Health and Social Affairs of Georgia shall be reorganized into a state sub-departmental institution – Social Subsidies Agency

31

and deemed a legal assignee to Legal Entity under Public Law– National Social Allowance and Employment Agency, including in property relations, also as a legal assignee to United Georgian National Social Fund – a public-law legal entity under the state control of the Ministry of Labour, Health and Social Affairs of Georgia in respect of payment of state pension, state compensation, state academic scholarship, occupational injury, maternity allowance, pecuniary allowance (benefit) to various social categories identified by the laws of Georgia.

(Organic Law of Georgia No 729 of 12 June 2013 – website, 4.7.2013)

Article 55. Enactment of the Law

This Law shall be enacted upon promulgation.

President of Georgia Tbilisi

17 December 2010 No 4113-RS

Amendments:

Mikheil Saakashvili

1. 22/6/2012 – Organic Law of Georgia – 6537-IS – website, 4/7/2012
2. 28/12/2012 – Organic Law of Georgia – 195-RS – website, 30/12/2012
3. 12/6/2013 – Organic Law of Georgia – 729-IIS – website, 4/7/2013