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## **Russian Federation**

# **LABOR CODE OF THE RUSSIAN FEDERATION OF 31 DECEMBER 2001**

(Federal Law No. 197-FZ of 2001)

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## **PART ONE**

### **SECTION I. GENERAL PROVISIONS**

#### **CHAPTER 1. BASIC PRINCIPLES OF THE LABOR LAW**

##### **Article 1. Purposes and objectives of the labor law**

The purposes of the labor law shall be setting official state guarantees of the labor rights and freedoms of the nationals, creating favorable conditions for work, protecting rights and interests of employees and employers.

The main objectives of the labor law shall be creating the necessary legal conditions for achieving an optimal harmonization of the parties to labor relations' interests, the state's interests as well as legal regulation of labor relations and other relations directly linked to them as for:

- organization of labor and management of labor;
- job placement with a specific employer;
- professional training, re-training and skill improvement of employees directly at a certain employer's facilities;
- social partnership, collective bargaining, concluding collective contracts and agreements;
- participation of employees and of labor unions in determining working conditions and in applying the labor law in the cases stipulated by the law;
- material liability of employers and employees in the sphere of labor;
- surveillance and control (including control by labor unions) of compliance with the labor law (including the law on occupational safety);
- settlement of labor disputes.

## **Article 2. Main principles of legal regulation of labor relations and other relations directly linked to them**

Based on the generally accepted principles and norms of international law and pursuant to the Russian Federation Constitution the main principles of legal regulation of labor relations and other relations directly linked to them shall be recognized as:

- freedom of labor, including the right to work which everyone shall freely choose or freely agree to, the right to dispose of one's capacity for work, choose trade or profession and the kind of activities;
- prohibition of forced labor and discrimination in the sphere of labor;
- protection against unemployment and assistance in job placement;
- safeguarding the right of every employee to equitable work conditions, including the work conditions meeting safety and health requirements, the right to rest and leisure, including limitations of working hours, provision of daily rest, days-off and non-working holidays, paid annual vacations;
- equality of employees' rights and opportunities;
- safeguarding the right of every employee to timely and complete payment of equitable wages ensuring the decent human sustenance for himself/herself and his/her family and not being lower than the minimal wage set by the federal laws;
- safeguarding employees' opportunities, without any discrimination, for career advancement with account for work performance, skills and the job seniority as well as for professional training, re-training and skill improvement;
- safeguarding the employees' and employers' right of association for protection of their rights and interests, including the right of employees to organize labor unions and join them;
- safeguarding the right of employees to participate in the organization's management in the forms stipulated by law;
- combining state and contractual regulation of labor relations and other relations directly linked to them;
- social partnership which includes the right of employees, employers, their associations to participate in contractual regulation of labor relations and other relations directly linked to them;
- liability for damage to the employee caused by his/her performance of work duties;

- establishing official state guarantees on safeguarding rights of employees and employers, exercising official state surveillance and control of compliance with them;
- safeguarding everyone's right to official state protection of his/her labor rights and freedoms, including by judicial process;
- safeguarding the right to settlement of individual and collective labor disputes as well as the right to strike in the manner set by this Code and other federal laws;
- duties of the parties to a labor contract to honor the terms and conditions of the contract agreed upon, including the right of the employer to require the employees to perform their work duties and take proper care of the employer's property and the right of employees to require the employer to honor its duties and liabilities concerning the employees, the labor laws and other acts containing the labor law norms;
- safeguarding the right of labor union representative to exercise labor union control of compliance with the labor laws and other acts containing the labor law norms;
- safeguarding the right of employees to protection of their dignity in the framework of their labor activities;
- safeguarding the right to mandatory social insurance for employees.

### **Article 3. Prohibition of discrimination in the sphere of labor**

Everyone shall have equal opportunities to realize his/her labor rights.

No one can be constrained in his/her labor rights and freedoms or get any advantages irrespective of sex, race, color of skin, nationality, language, origins, property, social or position status, age, domicile, religious beliefs, political convictions, affiliation or non-affiliation with public associations as well as other factors not relevant to professional qualities of the employee.

Establishment of distinctions, exceptions, preferences as well as limitation of employees' rights which are determined by the requirements inherent in a specific kind of work as set by federal laws or caused by especial attention of the state to the persons requiring increased social and legal protection shall not be deemed discrimination.

The persons considering themselves to be discriminated against in the sphere of labor shall be entitled to petition the federal labor

inspectorate bodies and/or courts applying for restoration of their violated rights, compensation of the material loss and redress of the moral damage.

#### **Article 4. Prohibition of forced labor**

Forced labor shall be prohibited.

The forced labor shall be performance of work under duress by menaces of applying some penalty (violent act), including:

- in order to maintain labor discipline;
- as a retributive step for participating in a strike;
- as a means of mobilizing and using labor force for the purpose of economic development;
- as a penalty for holding or expressing the political beliefs contrary to the established political, social or economic system;
- as a discriminatory measure on the grounds of race, social, national or religious status.

The forced labor shall include:

- disregard of set dates for payment of wages as well as their incomplete payment;
- the employer requiring the employee to perform his/her work duties when the employee is not provided with group or individual protection means or the work is hazardous to the employee's life or health.

For the purpose of this Code the forced labor shall not include:

- the work whose performance is required by the law on military duty and military service or the alternative civil service in lieu of it;
- the work performed in the conditions of an emergency situation, in other words, in cases of the declared state of emergency or martial law, of a disaster or a threat of disaster (fires, floods, hunger, earthquakes, intense epidemics or epizootics) as well as in other situations threatening life or normal living conditions of the whole population or its part;
- the work performed pursuant to the final court verdict under supervision of the official state bodies responsible for enforcing laws at serving sentences.

## **Article 5. Labor laws and other normative legal acts containing labor law norms**

Labor relations and other relations directly linked to them shall be regulated, pursuant to the Russian Federation Constitution, federal constitutional laws, by the labor laws (including the law on occupational safety) and other normative legal acts containing the labor law norms:

- this Code;
- other federal laws;
- decrees of the Russian Federation President;
- resolutions of the Russian Federation Government and normative legal acts of federal executive authority bodies;
- constitutions (charters), laws and other normative legal acts of the Russian Federation subjects;
- acts of local self-government bodies and local normative acts containing the labor law norms.

The labor law norms contained in other laws shall comply with this Code.

Decrees of the Russian Federation President containing the labor law norms shall not be in conflict with this Code and other federal laws.

Resolutions of the Russian Federation Government containing the labor law norms shall not be in conflict with this Code, other federal laws and decrees of the Russian Federation President.

Normative legal acts of federal executive authority bodies containing the labor law norms shall not be in conflict with this Code, other federal laws, decrees of the Russian Federation President and resolutions of the Russian Federation Government.

Laws and other normative legal acts of the Russian Federation subjects containing the labor law norms shall not be in conflict with this Code, other federal laws, decrees of the Russian Federation President, resolutions of the Russian Federation Government and normative legal acts of federal executive authority bodies.

Acts of local self-government bodies and local normative acts containing the labor law norms shall not be in conflict with this Code, other federal laws, decrees of the Russian Federation President, resolutions of the Russian Federation Government,

normative legal acts of federal executive authority bodies laws and other normative legal acts of the Russian Federation subjects.

Should there be conflicts between this Code and other federal laws containing the labor law norms, this Code shall apply.

Should a newly adopted federal law be in conflict with this Code, this law shall be applied provided the relevant amendments and addenda are entered in this Code.

## **Article 6. Division of authority between the federal state authority bodies and state authority bodies of the Russian Federation subjects in the sphere of labor relations and other relations directly linked to them**

Jurisdiction of the federal state authority bodies in the sphere of labor relations and other relation directly linked to them shall include adoption of federal laws and other normative legal acts mandatory for application in the whole Russian Federation territory, which set:

- basic directions of the state policy in the sphere of labor relations and other relations directly linked to them;
- basics of the legal regulation of labor relations and other relations directly linked to them;
- the level of labor rights, freedoms and guarantees to employees safeguarded by the state (including additional guarantees for some categories of employees);
- procedures of concluding, amending and terminating labor contracts;
- basics of the social partnership, procedures of collective bargaining, concluding and amending collective contracts and agreements;
- procedures of settling individual and collective labor disputes;
- principles and procedures of exercising the official state surveillance and control of compliance with the laws and other normative legal acts containing the labor law norms as well as the system and competence of the federal state authority bodies exercising said surveillance and control;
- procedures of investigating industrial accidents and occupational diseases;
- the system and procedures of performing the official state expert examination of work conditions and certification of industrial facilities for conformity with occupational safety requirements;

- procedures and conditions of material liability of the parties to the labor contract, including procedures of redressing damage to the employee's life and health inflicted in the course of his/her performance of the work duties;
- types of disciplinary sanctions and procedures of their applications;
- the system of the official state statistical reporting on the matters of labor and occupational safety;
- particulars of the legal regulation of work for some categories of employees.

The state authority bodies of the Russian Federation subjects shall adopt laws and other normative legal acts containing the labor law norms on the matters not included in the jurisdiction of the federal state authority bodies. At that, a higher level of labor rights and guarantees for employees as compared with those set by federal laws and other normative legal acts of the Russian Federation entailing higher budget outlays or reduced budget revenues shall be financed by the corresponding Russian Federation subject.

State authority bodies of the Russian Federation subjects on the matters not covered by federal laws and other normative legal acts of the Russian Federation can pass laws and other normative legal acts containing the labor law norms. Should a federal law or another normative legal act of the Russian Federation on that matter be passed, the law or the other normative legal act of the Russian Federation subject shall be adjusted to the federal law or the other normative legal act of the Russian Federation.

Should a law or another normative legal act of the Russian Federation subject containing the labor law norms be in conflict with this Code or reduce the level of labor rights and guarantees to employees stipulated by this Code or other federal laws, this Code or the other federal law shall apply.

### **Article 7. Acts of local self-government bodies containing the labor law norms**

Local self-government bodies can issue acts containing the labor law norms within the limits of their competence.

### **Article 8. Local normative acts containing the labor law norms issued by an employer**

An employer shall issue local normative acts containing the labor law norms within the limits of its competence in accordance with the laws and other normative legal acts, the collective contract, agreements.

In cases stipulated by this Code, the laws and other normative legal acts, the collective contract the employer, at issuing local normative acts containing the labor law norms, shall take the opinion of the body representing the employees into account.

A collective contract, agreement can stipulate issuance of local normative acts containing the labor law norms by arrangement with the body representing employees.

Local normative acts aggravating the employees' situation as compared with the labor laws, collective contract, agreements or issued without complying with the procedures, stipulated by this Code, of taking into account the opinion of the body representing the employees shall be deemed null and void. Laws or other normative legal acts containing the labor law norms shall apply in such cases.

### **Article 9. Contractual regulation of labor relations and other relations directly linked to them**

In accordance with the labor laws labor relations and other relations directly linked to them can be regulated by employees and employers concluding, amending, appending collective contracts, agreements, labor contracts.

Collective contracts, agreements as well as labor contracts cannot contain terms and conditions reducing the level of rights and guarantees to employees set by the labor laws. Should such terms and conditions be included in a collective contract, agreement or a labor contract, they shall not be applied.

### **Article 10. Laws, other normative legal acts containing the labor law norms and the international law norms**

Generally accepted principles and norms of international law and international treaties of the Russian Federation shall be, pursuant to the Russian Federation Constitution, constituent parts of the Russian Federation legal system.

Should an international treaty of the Russian Federation set the rules differing from those stipulated by laws and other normative legal acts containing the labor law norms, the international treaty norms shall apply.

### **Article 11. Force of the laws and other normative legal acts containing the labor law norms**

This Code, the laws and other normative legal acts containing the labor law norms shall cover all the employees who have concluded a labor contract with the employer.

This Code, the laws and other normative legal acts containing the labor law norms shall be mandatory for application in the whole Russian Federation territory for all employers (legal entities or individuals) irrespective of their organizational and legal status and forms of ownership.

In cases when it has been judicially determined that a civil contract actually regulates labor relations between the employee and the employer, provisions of the labor laws shall be applied to such relations.

In the Russian Federation territory the rules set by this Code, the laws, other normative legal acts containing the labor law norms shall cover labor relations of foreign nationals, stateless persons, organizations established by them or with their participation, of employees at international organizations and foreign legal entities, unless otherwise provided for by a federal law or an international treaty of the Russian Federation.

Particulars of legal regulation of the work of certain categories of employees (organization heads, part-timers, women, persons with family liabilities, young people, civil servants and others) shall be set by this Code and other federal laws.

This Code, the laws and other normative legal acts containing the labor law norms shall not cover the following persons (unless they simultaneously act as employers or their agents):

- military personnel in performing its military duties;
- members of boards of directors (supervisory councils) in organizations (except for the persons concluding a labor contract with that organization);
- persons working under civil contracts;

- other persons as stipulated by federal laws.

## **Article 12. Validity periods of the laws and other normative legal acts containing the labor law norms**

The law or the other normative legal act containing the labor law norms shall come into effect on the day stated in that law or the other normative legal act or in the law or the other normative legal act setting procedures for introducing the act of that kind.

The law or the other normative legal act containing the labor law norms shall cease to be valid due to:

- its expiry;
- coming into force of another act of the equal or higher legal effect;
- abrogation (declaring null and void) of such act by another act of the equal or higher legal effect.

The law or the other normative legal act containing the labor law norms shall not be retroactive and shall be applied to the relations emerging after its coming into effect.

Force of the law or the other normative legal act containing the labor law norms shall cover the relations emerging prior to its coming into effect only in the cases directly stipulated by such act.

Concerning the relations emerging prior to coming into effect of the law or the other normative legal act containing the labor law norms said law or act shall be applied to the rights and liabilities emerging after its coming into effect.

## **Article 13. Territorial coverage of the laws and other normative legal acts containing the labor law norms**

The federal laws and other normative legal acts of the Russian Federation containing the labor law norms shall cover the labor relations and other relations directly linked to them emerging in the whole territory of the Russian Federation, unless otherwise provided for in such laws and other normative legal acts.

The laws and other normative legal acts of the Russian Federation subjects containing the labor law norms shall be valid within the limits of the relevant subject of the Russian Federation.

The acts of self-government bodies containing the labor law norms shall be valid within the limits of the relevant municipality territory.

Local normative acts of an organization containing the labor law norms shall be valid within the limits of such organization.

#### **Article 14. Calculation of terms and periods**

The periods with which this Code links accrual of labor rights and duties shall commence on the calendar date determining the start of said rights and duties' accrual.

The periods with which this Code links cessation of labor rights and duties shall commence on the date following the calendar date determining the cessation of the labor relations.

The terms expressed in years, months, weeks shall expire on the corresponding date of the last year, month or week of the term. Nonworking days shall be included in the terms expressed in calendar weeks or days.

Should the last day of the term fall on a nonworking day, the next working day following it shall be deemed the date of the term expiry.

### **CHAPTER 2. LABOR RELATIONS, PARTIES TO LABOR RELATIONS, GROUNDS FOR ACCRUAL OF LABOR RELATIONS**

#### **Article 15. Labor relations**

Labor relations shall be the relations based on an agreement between an employee and an employer on the personal performance by the employee of a work function for payment (work of a certain specialty, with a qualification, in a position), on the employee's compliance with the internal working regulations with the employer providing the working conditions stipulated by the labor law, collective contract, agreements, labor contract.

#### **Article 16. Grounds for accrual of labor relations**

Labor relations shall accrue between the employee and the employer on the basis of a labor contract concluded by them in accordance with this Code.

In the cases and the manner which are set by the law, other normative legal act or charter (statute) of an organization the labor relations shall accrue on the basis of a labor contract as a result of:

- election (nomination) to a position;
- competitive selection for a corresponding tenure;
- appointment to a position or confirmation in a position;
- work assignment by the bodies duly authorized by law as a part of a set quota;
- a court ruling on conclusion of the labor contract;
- granting actual access to work with the employer's or its representative's knowledge or on its instructions, irrespective of the proper completion of the labor contract.

### **Article 17. Labor relations accruing on the basis of a labor contract as a result of election (nomination) to a position**

The labor relations on the basis of a labor contract as a result of election (nomination) to a position shall accrue, should election (nomination) to the position presuppose performance of a certain work function by the employee.

### **Article 18. Labor relations accruing on the basis of a labor contract as a result of the competitive selection**

The labor relations on the basis of a labor contract as a result of the competitive selection for a corresponding tenure shall accrue, should the law, other normative legal act of the organization charter (statute) determine the list of tenures subject to the competitive occupation and the procedures of the competitive selection for such tenures.

### **Article 19. Labor relations accruing on the basis of a labor contract as a result of appointment to a position or confirmation in a position**

The labor relations shall accrue on the basis of a labor contract as a result of appointment to a position or confirmation in a position in the cases stipulated by the law, other normative legal act or the organization charter (statute).

### **Article 20. Parties to labor relations**

The parties to labor relations shall be the employee and the employer.

The employee shall be an individual entering labor relations with the employer.

The employer shall be an individual or a legal entity (organization) entering labor relations with the employee. In the cases set by federal laws another subject empowered to conclude labor contracts can act as an employer.

The employer's rights and duties in the labor relations shall be exercised by: the individual acting as the employer, management bodies of the legal entity (organization) or the persons authorized by them in the manner set by the laws, other normative legal acts, founding documents of the legal entity (organization) and local normative acts.

The owner (founder) shall be held additionally liable in the manner set by the law for the obligations incidental to labor relations of the agencies financed in full or in part by the owner (founder).

## **Article 21. Main rights and duties of the employee**

The employee shall be entitled to:

- conclude, amend and terminate the labor contract in the manner and under the terms and conditions set by this Code, other federal laws;
- be provided with the job specified in the labor contract;
- a workplace meeting the conditions set by state labor organization and occupational safety standards and by the collective contract;
- timely and complete payment of wages in accordance with his/her qualification, the job complexity, the quantity and quality of the work performed;
- rest and leisure ensured by setting the normal working time duration, by shorter working time for certain jobs and categories of employees, by providing weekly days-off, nonworking holidays, paid annual leaves;
- complete true information concerning the working conditions and occupational safety requirements in the workplace;
- professional training, re-training and skill improvement in the manner set by this Code, other federal laws;
- association, including the right to organize labor unions and join them in order to protect his/her labor rights, freedoms and legitimate interests;

- participation in managing the organization in the forms stipulated by this Code, other federal laws and the collective contract;
- engage in collective bargaining and conclude collective contracts and agreements through his/her representatives as well as to be informed on implementation of the collective contract, agreements;
- protection of his/her rights, freedoms and legitimate interests in any ways not proscribed by laws;
- settlement of individual and collective labor disputes, including the right to strike in the manner set by this Code, other federal laws;
- redress of the damage inflicted on the employee in connection with his/her performance of the work duties and compensation of the moral damage in the manner set by this Code, other federal laws;
- mandatory social insurance in the cases stipulated by federal laws.

The employee shall:

- perform his/her work duties vested by the labor contract in good faith;
- comply with the internal working regulations of the organization;
- maintain the work discipline;
- fulfill the set work norms;
- meet occupational safety requirements;
- take due care of the employer's and other employees' property;
- immediately inform the employer or his/her direct superior about emerging situations hazardous to human life and health, to the employer's property.

## **Article 22. Main rights and duties of the employer**

The employer shall be entitled to:

- conclude, amend and terminate labor contracts with employees in the manner and under the terms and conditions set by this Code, other federal laws;
- engage in collective bargaining and conclude collective contracts;
- reward employees for their conscientious and efficient performance;

- require from employees fulfillment of their work duties, due care of the employer's and other employees' property, compliance with internal working regulations of the organization;
- invoke disciplinary responsibility and material liability of employees in the manner set by this Code, other federal laws;
- issue local normative acts;
- organize employers' associations in order to represent and protect their interests and join such associations.

The employer shall:

- comply with the laws and other normative legal acts, local normative acts, terms and conditions of the collective contract, agreements and labor contracts;
- provide employees with the jobs specified in the labor contract;
- ensure job safety and conditions meeting occupational safety and health requirements;
- provide employees with the equipment, tools, technical documentation and other means required for performing their work duties;
- ensure equal payment to employees for their labor of equal value;
- pay in full the wages payable to employees on the dates specified by this Code, the collective contract, internal working regulations of the organization, labor contracts;
- engage in collective bargaining as well as conclude collective contracts in the manner set by this Code;
- provide employees' representatives with the complete and true information required for concluding a collective contract, agreements and for control of their implementation;
- timely fulfill directives of the official state surveillance and control bodies, pay fines imposed for violations of the laws, other normative legal acts containing the labor law norms;
- consider communications from relevant labor union bodies, other representatives elected by employees concerning discovered violations of the laws and other normative legal acts containing the labor law norms, take measures to remedy them and inform said bodies and representatives of the measures taken;
- create conditions ensuring employees' participation in managing the organization in the forms stipulated by this Code, other federal laws and the collective contract;

- provide for housekeeping needs of employees linked to performance of their work duties;
- provide mandatory social insurance for employees in the manner set by federal laws;
- redress damage inflicted on employees in the course of performing their work duties and compensate moral damage in the manner and under the conditions set by this Code, federal laws and other normative legal acts;
- meet other obligations stipulated by this Code, federal laws and other normative legal acts containing the labor law norms, by the collective contract, agreements and labor contracts.

## **PART TWO**

### **SECTION II. SOCIAL PARTNERSHIP IN THE SPHERE OF LABOR**

#### **CHAPTER 3. GENERAL CONCEPTS**

##### **Article 23. Social partnership concept**

The social partnership shall be a system of relations among employees (representatives of employees), employers (representatives of employers), official state authority bodies, local self-government bodies aimed at ensuring accommodation of employees' and employers' interests on the matters of regulating labor relations and other relations directly linked to them.

Official state authority bodies and local self-government bodies shall be parties to the social partnership in cases when they act as employers or their representatives authorized for such representation by the law or by employers as well as in other cases stipulated by federal laws.

##### **Article 24. Main principles of the social partnership**

The main principles of social partnership shall be:

- equality of the parties;
- respect of and regard for interests of the parties;
- commitment of the parties to participate in the contractual relations;
- assistance of the state in strengthening and developing the social partnership on the democratic basis;

- compliance by the parties and their representatives with the laws and other normative legal acts;
- authority of the parties' representatives;
- freedom of choice in discussing matters included in the sphere of labor;
- voluntary nature of the parties' assuming obligations;
- feasibility of the obligations assumed by the parties;
- obligation of honoring collective contracts, agreements;
- control of honoring collective contracts, agreements;
- liability of the parties, their representatives for breach of collective contracts, agreements through their fault.

### **Article 25. Parties to the social partnership**

The parties to the social partnership shall be employees and employers in the persons of their representatives authorized in the set manner.

### **Article 26. System of the social partnership**

The system of the social partnership shall include the following levels:

- the federal level setting the grounds for regulating relations in the sphere of labor in the Russian Federation;
- the regional level setting the grounds for regulating relations in the sphere of labor in a subject of the Russian Federation;
- the industry level setting the grounds for regulating relations in the sphere of labor in an industry (industries);
- the territorial level setting the grounds for regulating relations in the sphere of labor in a municipality;
- the level of an organization setting specific mutual obligations in the sphere of labor between the employees and the employer.

### **Article 27. Forms of the social partnership**

The social partnership shall be practiced in the forms of:

- collective bargaining for preparation of draft collective contracts, agreements and their conclusion;
- mutual consultations (negotiations) on issues of labor relations and other relations directly linked to them, on safeguarding guarantees of employees' labor rights and on improving the labor laws;

- participation of employees, their representatives in managing an organization;
- participation of employees' and employers' representatives in pre-trial settlements of labor disputes.

### **Article 28. Distinctions in application of the norms of this Section**

Distinctions in application of the norms of this Section to civil servants, employees of military and paramilitary bodies and organizations, of internal affairs bodies, of security agencies and bodies, of taxation police bodies, of correctional system bodies, of customs bodies and diplomatic missions of the Russian Federation shall be set by federal laws.

## **CHAPTER 4. REPRESENTATIVES OF EMPLOYEES AND EMPLOYERS**

### **Article 29. Representatives of employees**

Representatives of employees in the social partnership shall be labor unions and their associations, other labor union organizations stipulated by charters of Russian national labor unions or other representatives elected by employees in the cases stipulated by this Code.

Interests of an organization employees at collective bargaining, concluding and amending the collective contract, exercising control of its implementation as well as in exercising the right to participate in managing the organization, considering labor disputes of the employees with the employer shall be represented by the labor union local or other representatives elected by the employees.

Interests of employees at collective bargaining on concluding and on amending agreements, settling collective labor disputes on concluding or amending agreements, exercising control of their implementation as well as at establishing commissions regulating socio-labor relations and carrying out their activities shall be represented by relevant labor unions, their territorial organizations, associations of labor unions and associations of labor unions' territorial organizations.

### **Article 30. Representatives of non-union employees' interests**

The employees not belonging to a labor union shall be entitled to authorize the labor union local executive to represent their interests in relations with the employer.

### **Article 31. Other representatives of employees**

In the absence of a labor union local in an organization as well as when the labor union local amalgamates less than half of the employees the employees can, at their general meeting (conference) entrust said labor union local or another representative with representation of their interests.

Availability of another representative cannot hamper exercising its authority by the trade union local.

### **Article 32. Employer's duties for creating conditions ensuring activities of employees' representatives**

An employer shall create conditions ensuring employees' representatives activities in accordance with this Code, laws, the collective contract, agreements.

### **Article 33. Representatives of employers**

Representatives of employers at collective bargaining, concluding or amending the collective contract shall be the organization head or the persons authorized by him/her in accordance with this Code, laws, other normative legal acts, the organization founding documents and local normative acts.

At collective bargaining, concluding or amending agreements, settling collective labor disputes on concluding or amending them as well as at establishing commissions regulating socio-labor relations and carrying out their activities interests of employers shall be represented by relevant associations of employers.

An association of employers shall be a non-profit organization uniting employers on a voluntary basis for representing the interests and protecting the rights of its members in relations with labor unions, official state authority bodies and local self-government bodies.

Distinctions of an association of employers' legal status shall be stipulated by federal laws.

### **Article 34. Other representatives of employers**

The employers - state-owned and municipal enterprises as well as organizations financed by relevant budgets - can be represented by executive authority bodies, local self-government bodies authorized for such representation by the law or the employer.

## **CHAPTER 5. SOCIAL PARTNERSHIP BODIES**

### **Article 35. Commission for regulating socio-labor relations**

In order to ensure regulation of socio-labor relations, engage in collective bargaining and prepare a draft collective contract, agreements, conclude them as well as to organize control of implementing the collective contract and agreements at all levels on the equal basis commissions shall be formed by the parties' decision from among the duly authorized representatives of the parties.

At the federal level the permanently operating Russian tripartite commission for regulating socio-labor relations shall be formed whose activities shall be carried out in accordance with the federal law. Representatives of the All-Russian labor union associations, All-Russian associations of employers, of the Russian Federation Government shall be members of the Russian tripartite commission for regulating socio-labor relations.

Tripartite commissions for regulating socio-labor relations can be formed in the Russian Federation subjects whose activities shall be carried out in accordance with laws of the Russian Federation subjects.

At the territorial level tripartite commissions for regulating socio-labor relations can be formed whose activities shall be carried out in accordance with laws of the Russian Federation subjects, statutes of such commissions approved by representative self-government bodies.

At the industry level commissions can be formed to engage in collective bargaining, prepare draft industry (inter-industry) agreements and conclude them. Industry commissions can be formed both at the federal level and at the level of a subject of the Russian Federation.

Agreements stipulating financing in full or in part by the budgets of all levels shall be concluded with necessary participation of representatives from the relevant executive authority bodies and self-government bodies being a party to the agreement.

At the level of an organization commissions shall be formed to engage in collective bargaining, prepare a draft collective contract and conclude it.

## **CHAPTER 6. COLLECTIVE BARGAINING**

### **Article 36. Engaging in collective bargaining**

Representatives of employees and employers shall participate in collective bargaining for preparing, concluding and amending the collective contract, agreement and shall be entitled to take initiative on engaging in such bargaining.

Representatives of the party receiving a written notification proposing to commence collective bargaining shall enter into the bargaining within seven calendar days after the reception date for the notification.

### **Article 37. Procedures of collective bargaining**

The participants in collective bargaining shall be free in choosing the issues of regulating socio-labor relations.

Should two or more labor union locals operate within an organization, they shall form a unified representative body for engaging in collective bargaining, preparing a single draft collective contract and concluding it. Formation of a unified representative body shall be done on the basis of proportional representation principle depending on the number of the labor union members. At this, a representative shall be delegated from each labor union local.

Should a unified representative body fail to be formed within five calendar days after the collective bargaining start, interests of all the employees shall be represented by the labor union local amalgamating over half of the employees.

Should no labor union local amalgamate over half of the employees, the employees' general meeting (conference) shall determine by a secret vote the labor union local entrusted with forming the representative body.

In the cases stipulated by paragraphs three and four of this article other labor union locals shall retain the right to delegate their

representatives to the representative body prior to the moment of signing the collective contract.

The right to engage in collective bargaining, sign agreements on behalf of the employees at the level of the Russian Federation, a subject of the Russian Federation, and industry, a territory shall be granted to relevant labor unions (labor union associations). Should several labor unions (labor union associations) be in existence at the relevant level, each of them shall be entitled to representation within a unified representative body for collective bargaining formed with account for the number of labor union members they represent. In the absence of an accord on establishing a unified representative body for collective bargaining the right to engage in it shall be granted to the labor union (labor union association) amalgamating the largest number of the labor union (labor unions) members.

The parties shall provide each other, not later than two weeks after receiving the appropriate request, with the information at their disposal required for collective bargaining.

Participants in collective bargaining, other persons linked to collective bargaining shall not disclose the data obtained, if such data constitute the secrets protected by law (state, official, commercial and other). The persons disclosing said data shall be brought to disciplinary, administrative, civil, criminal responsibility in the manner set by federal laws.

Dates, venues and procedures of the collective bargaining shall be determined by representatives of the parties participating in said bargaining.

### **Article 38. Settlement of disagreements**

Should no agreed decision be made in the course of collective bargaining on all or some issues, a protocol of disagreements shall be drawn up. Disagreements emerging in the course of collective bargaining on concluding or amending a collective contract, agreement shall be settled in the manner set by this Code.

### **Article 39. Guarantees and compensations to the persons participating in collective bargaining**

The persons participating in collective bargaining, in preparing a draft collective contract, agreement shall be relieved from their

main jobs retaining their average wages for the period determined by the parties' consent, but no longer than for three months.

All expenses incurred in participation in collective bargaining shall be compensated in the manner set by the law, the collective contract, agreement. Payment for services of experts, specialists and mediators shall be effected by the inviting party, unless otherwise specified by the collective contract, agreement.

Representatives of employees participating in collective bargaining shall not, for the duration of it without a prior consent of the body authorizing their representation, be subject to a disciplinary penalty, transferred to another job or dismissed on the employer's initiative, except for the cases of terminating their labor contracts due to them committing an offense which, in accordance with this Code, other federal laws, entails their dismissal.

## **CHAPTER 7. COLLECTIVE CONTRACTS AND AGREEMENTS**

### **Article 40. Collective contract**

The collective contract shall be a legal act regulating socio-labor relations in the organization and concluded by the employees and the employer in the persons of their representatives.

Should no accord be reached between the parties on some provisions of the draft collective contract within three months after the commencement date of the collective bargaining, the parties shall sign the collective contract on the terms agreed upon while simultaneously drawing up a protocol of disagreements.

The disagreements not settled can be a subject of the further collective bargaining or be settled in accordance with this Code, other federal laws.

The collective contract can be concluded in the organization as a whole, in its subsidiaries, representative offices and other separate structural divisions.

At concluding the collective contract in a subsidiary, representative office, another separate structural division of the organization the employer shall be represented by the head of the relevant division duly authorized by the employer.

### **Article 41. Content and structure of the collective contract**

Content and structure of a collective contract shall be determined by the parties.

Mutual obligations of the employees and the employer can be included in the collective contract on the following issues:

- forms, schedules and amounts of wage and salaries;
- payment of bonuses, compensations;
- mechanism of regulating wages and salaries with account for rising prices, inflation level, fulfillment of norms determined by the collective contract;
- employment, re-training, conditions of employees' dismissal;
- working hours and hours of rest and leisure including the matters of granting leaves and their duration;
- improvement of working conditions and occupational safety, including those for women and young people;
- protection of employees' interests at privatizing the organization, the residencies provided by the organization;
- environmental safety and occupational health of production employees;
- guarantees and benefits to employees combining work with studies;
- rest and recreation facilities for employees and their dependents;
- control of honoring the collective contract, procedures of amending and appending it, liability of the parties, ensuring normal conditions for functioning of employees' representatives;
- renunciation of strikes at honoring the appropriate terms of the collective contract;
- other matters as determined by the parties.

The collective contract, with account for the employer's financial and economic situation, can set benefits and bonuses for employees, the working conditions that are more favorable compared with those set by laws, other normative legal acts, agreements.

Normative provisions shall be included in the collective contract, should laws and other normative legal acts directly prescribe mandatory attachment of such provisions to the collective contract.

#### **Article 42. Procedures of preparing draft collective contracts and concluding them**

The procedures of preparing a draft collective contract and concluding it shall be determined by the parties in accordance with this Code and other federal laws.

### **Article 43. Force of the collective contract**

The collective contract shall be concluded for the period not exceeding three years and come into effect on the date of its signing by the parties or on the date set by the collective contract.

The parties shall be entitled to extend the collective contract validity for a period not exceeding three years.

The collective contract shall cover all the employees of the organization, its subsidiary, representative office and other separate structural division.

The collective contract shall remain in effect in case of changing the name of organization, termination of the labor contract with the organization head.

At reorganizing (merging, affiliating, dividing, separating, restructuring) the organization the collective contract shall remain in effect for the full reorganization period.

At changing the ownership form of the organization the collective contract shall remain in effect for three months after the date of the ownership transfer.

At reorganizing the organization or changing its ownership form any of the parties shall be entitled to send to the other party its proposals on concluding a new collective contract or extending the validity of the existing one for the period of up to three years.

At liquidating the organization the collective contract shall remain in effect for the full liquidation period.

### **Article 44. Amending and appending the collective contract**

The collective contract shall be amended and appended in the manner set by this Code for concluding it.

### **Article 45. Agreement. Types of agreements**

The agreement shall be a legal act setting general principles of regulating socio-labor relations and the economic relations linked to

them concluded between representatives of the employees and employers at the federal, regional, industry (inter-industry) and territorial levels within the limits of their competence.

Mutual obligations of the parties can be included in the agreements on the following issues:

- wages and salaries;
- working conditions and occupational safety;
- work and rest and leisure routines;
- development of the social partnership;
- other matters as determined by the parties.

Depending on the sphere of the regulated socio-labor relations the following agreements can be concluded: a general, regional, industry (inter-industry), territorial and other ones.

The general agreement shall set general principles of regulating socio-labor relations at the federal level.

The regional agreement shall set general principles of regulating socio-labor relations at the level of the Russian Federation subject.

The industry (inter-industry) agreement shall set general provisions for wages and salaries, labor guarantees and benefits for the employees of an industry (industries).

The territorial agreement shall set general provisions for wages and salaries, labor guarantees and benefits for the employees on the territory of a relevant municipality.

The industry (inter-industry) agreement can be concluded at the federal, regional, territorial levels of the social partnership.

Agreements, by arrangement of the parties participating in collective bargaining, can be bipartite or tripartite.

The other agreements shall be agreements which can be concluded by the parties at any level of the social partnership on individual directions of regulating socio-labor relations and other relations directly linked to them.

#### **Article 46. Content and structure of the agreement**

The content and structure of the agreement shall be determined by arrangement among representatives of the parties who shall be free

in their choice of the scope of issues for discussion and inclusion in the agreement.

#### **Article 47. Procedures of preparing draft agreements and concluding them**

A draft agreement shall be prepared in the course of collective bargaining.

The agreements requiring the budget financing shall be concluded and amended by the parties under the general rule prior to development of the draft budget for the fiscal year related to the agreement validity.

The general agreement, industry agreements on wage rates by the industries whose operations are financed by the federal budget shall be concluded under the general rule prior to introduction of the federal bill on the federal budget for the following fiscal year to the State Duma of the Federal Assembly of the Russian Federation.

Regional and territorial agreements shall be concluded under the general rule prior to introduction of relevant draft budgets to representative bodies of the Russian Federation subjects and self-government bodies.

Procedures of , deadlines for preparing the draft agreement and concluding it shall be determined by the commission.

The agreement shall be signed by representatives of the parties.

#### **Article 48. Force of the agreement**

The agreement shall come into effect on the day of its signing by the parties or on the day set by the agreement.

The agreement validity period shall be determined by the parties but cannot exceed three years. The parties shall be entitled to extend the agreement for the period not exceeding three years. The agreement shall cover the employees and employers who have authorized representatives of the parties at the collective bargaining to prepare and conclude it on their behalf, the state authority bodies and the self-government bodies within the limits of the obligations assumed by them as well the employees and employers joining it after its conclusion.

The agreement shall cover all the employers belonging to the association of employers concluding the agreement. Cancellation of its membership in the association of employers shall not relieve the employer from honoring the agreement concluded during its membership period. The employer joining the association of employers within the period of the agreement validity shall honor the obligations stipulated by such agreement.

Should the employees be covered in the proper manner by several agreements, the terms of the agreement most favorable to them shall be effective.

Should an industry agreement be concluded on the federal level, the head of the federal executive authority body in the sphere of labor shall be entitled to propose to the employers who have not participated in concluding such agreement to join the agreement.

Should the employers, within 30 calendar days after official publication of the proposal to join the agreement, fail to submit to the federal executive authority body in the sphere of labor their written reasonable refusal to join it, the agreement shall be deemed to cover such employers as of the day of the proposal official publication.

The procedures of publishing agreements shall be determined by the parties to the agreements.

#### **Article 49. Amending and appending the agreement**

The agreement shall be amended and appended in the manner set by this Code for

#### **Article 50. Registration of the collective contract, agreement**

The collective contract, agreement shall be sent by the representative of the employer (employers) within seven days of its signing for the informative registration to the appropriate body in the sphere of labor.

Coming of the collective contract, agreement into effect shall not be dependent on the fact of their informative registration.

At registering the collective contract, agreement the appropriate body in the sphere of labor shall draw attention to the terms and conditions aggravating the employees' situation as compared with

this Code, laws, other normative legal documents and notify on this representatives of the parties signing the collective contract, agreement as well the relevant state labor inspectorate. The terms and conditions of the collective contract, agreement aggravating the employees' situation shall be null and void and not to be applied.

### **Article 51. Control of honoring the collective contract, agreement**

Control of honoring the collective contract, agreement shall be exercised by the parties to the social partnership, their representatives, relevant bodies in the sphere of labor.

At exercising said control the representatives of the parties shall provide the information required for this to one another.

## **CHAPTER 8. EMPLOYEES' PARTICIPATION IN MANAGING ORGANIZATIONS**

### **Article 52. Right of employees to participate in managing the organization**

The right of the employees to participate in managing the organization directly or through their representatives shall be regulated by this Code, other federal laws, founding documents of the organization, the collective contract.

### **Article 53. Main forms of employees' participation in managing organizations**

The main forms of employees' participation in managing organizations shall be:

- taking the opinion of the employees' representative body into account in the cases stipulated by this Code, the collective contract;
- holding consultations by employees' representative bodies with the employers on the matters of issuing local normative acts containing the labor law norms;
- obtaining information from the employer on the matters directly affecting the employees' interests;
- discussing the issues of the organization operations with the employer, submitting proposals on improving them;
- participating in preparation and conclusion of collective contracts;

- other forms determined by this Code, founding documents of the organization, the collective contract or the local normative acts of the organization.

Employees' representatives shall be entitled to get information from the employer on the matters of:

- reorganization or liquidation of the organization;
- introduction of production modifications entailing changes in the employees' working conditions;
- professional training, re-training, skill improvement of the employees;
- other matters stipulated by this Code, other federal laws, founding documents of the organization, the collective contract.

Employees' representatives shall be also entitled to submit appropriate proposals on such matters to the organization managing bodies and participate in the meetings of such bodies considering them.

## **CHAPTER 9. LIABILITY OF THE PARTIES TO THE SOCIAL PARTNERSHIP**

### **Article 54. Liability for evading collective bargaining, non-provision of information required for collective bargaining and for exercising control of honoring collective contracts, agreements**

Representatives of the parties evading participation in collective bargaining on concluding, amending collective contracts, agreements, wrongfully refusing to sign agreed collective contracts, agreements shall be liable to fine in the amount and manner set by the federal law.

The persons guilty of non-provision of the information required for collective bargaining and exercising control of honoring collective contracts, agreements shall be liable to fine in the amount and manner set by the federal law.

### **Article 55. Liability for violations or non-fulfillment of the collective contract, agreement**

The persons representing employers or representing employees guilty of violations or non-fulfillment of the obligations stipulated by

the collective contract, agreement shall be liable to fine in the amount and manner set by the federal law.

## **PART THREE**

### **SECTION III. LABOR CONTRACT**

#### **CHAPTER 10. GENERAL PROVISIONS**

##### **Article 56. Concept of the labor contract. Parties to the labor contract.**

The labor contract shall be an agreement between the employer and the employee in accordance with which the employer shall undertake to provide the job to the employee with the work function agreed upon, to ensure the working conditions as stipulated by this Code, laws and other normative legal acts, the collective contract, agreement, the local normative acts containing the labor law norms, to pay wages to the employee timely and in full, while the employee shall undertake to perform the certain work function determined by such agreement, comply with the internal working regulations in effect in the organization.

The parties to the labor contract shall be the employer and the employee.

##### **Article 57. Content of the labor contract**

The labor contract shall state:

- the employee's surname, first name and patronymic and the employer's name (the surname, first name and patronymic for an individual employer) concluding the labor contract.

The significant terms of the labor contract shall be:

- place of work (stating the structural division);
- job commencement date;
- name of the position, profession, trade stating the qualification according to the organization's personnel arrangements or the specific work function. Should performing work in certain positions, professions or trades entail, under federal laws, provision of some benefits or placing some limitations, designations of such positions, professions or trades and qualification requirements for them shall correspond to the designations and requirements contained in the qualification

reference-books approved in the manner set by the Russian Federation Government;

- the employee's rights and duties;
- the employer's rights and duties;
- description of the working conditions, compensations and benefits to the employees for hard, harmful and/or hazardous jobs;
- the work and rest and leisure routine (if it differs for the employee from the general rules in effect in the organization);
- wage or salary terms (including the basic wage rate or official salary of the employee, additional payments, allowances and incentives);
- types of the social insurance and its terms directly linked to work activities.

The labor contract can include terms of the probation period, the non-disclosure requirements concerning the secrets protected by laws (state, official, commercial and other), the obligation of the employee to work for a certain period of time after training, should such training be provided at the employer's expense, as well as other terms and conditions not aggravating the employee's situation as compared with this Code, laws and other normative legal acts, the collective contract, agreements.

Terms and conditions of the labor contract shall be amended by the written consent of the parties only.

Should a term labor contract be concluded, it shall state its validity period and the circumstances (reasons) being the grounds for concluding the labor contract for the specific term in accordance with this Code and other federal laws.

### **Article 58. The labor contract term**

The labor contracts can be concluded:

1. for an indefinite term;
2. for a definite term not exceeding five years (a term labor contract), unless another term is set by this Code and other federal laws.

The term labor contract shall be concluded in the cases when the labor relations cannot be established for an indefinite term taking into consideration the nature of the impending job or conditions of

its performance, unless otherwise set by this Code or other federal laws.

Should the term of the labor contract be omitted from it, the contract shall be deemed as concluded for an indefinite term.

In case when neither party requests termination of the term labor contract due to its expiry and the employee continues working after expiration of the labor contract term, such labor contract shall be deemed concluded for an indefinite term.

The labor contract concluded for a specific term without sufficient grounds for it as determined by the body exercising state surveillance and control of compliance with the labor law and other normative legal acts containing the labor law norms shall be deemed concluded for an indefinite term.

Conclusion of term labor contracts in order to evade granting rights and guarantees due employees with whom labor contracts are concluded for an indefinite term shall be prohibited.

### **Article 59. The term labor contract**

The term labor contract can be concluded on the initiative of the employer or the employee:

- for replacing a temporary absent employee for whom the job is retained in accordance with the law;
- for the period of performing temporary (up to two months) work as well as seasonal work when due to natural conditions the work can be performed only during a certain period (season);
- with persons enrolling in the organizations located in the Polar North areas or in the localities equated with them, if this is occasioned by a move to the job venue;
- for performing urgent work on preventing accidents, incidents, catastrophes, epidemics, epizootics as well as for liquidating consequences of the abovementioned and other emergency situations;
- with persons enrolling in small business organizations with the personnel numbering up to 40 persons (up to 25 persons in the trading and consumer services organizations) as well as working for individual employers;
- with persons being sent for a job abroad;

- for performing work out of the regular operation scope of the organization (renovation, assembly, commissioning and other work) as well for performing work in connection with the knowingly temporary (up to one year) expansion of production or volume of the services rendered;
- with persons enrolling in the organizations formed for a knowingly predetermined term or in performing a knowingly predetermined work;
- with persons hired for performing a knowingly predetermined work in cases when its implementation (completion) cannot be determined by a specific date;
- for jobs directly connected with practical training and professional training of the employee;
- with persons attending day schools;
- with persons working for the organization part-time;
- with old-age pensioners as well as with the persons to whom temporary work is only allowed due to their health in accordance with a medical opinion;
- with creative personnel in mass media, movie industry, theater, theatrical and concert organizations, circuses, and with other persons participating in creation and/or performance of art works, professional sportsmen in accordance with the lists of professions approved by the Russian Federation Government with account for the opinion of the Russian tripartite commission for regulating socio-labor relations;
- with researchers, teachers and lecturers, with other personnel concluding labor contracts for a definite term as a result of the competition held in the manner set by the law or another normative legal act of a state authority or a local self-government body;
- in case of election for a predetermined term to an elective body or to an elective position as paid job as well as in case of enrolling in the work directly connected with supporting activities of elective body members or officials in state authority and local self-government bodies as well as in political parties and other public associations;
- with heads, deputy heads and chief accountants of organizations irrespective of their organizational and legal status and form of ownership;
- with persons assigned to temporary jobs by official employment agencies, including public works;
- in other cases stipulated by federal laws.

## **Article 60. Prohibition to require performance of the work not specified by the labor contract**

It shall be prohibited to require the employee to perform work not specified by the labor contract except in the cases stipulated by this Code and other federal laws.

## **Article 61. Coming into effect of the labor contract**

The labor contract shall come into effect on the day of its signing by the employee and the employer, unless otherwise set by federal laws, other normative legal acts or the labor contract, or on the day of the employee actually starting the work with the knowledge or on instructions of the employer or its representative.

The employee shall start performing his/her work functions as of the day specified in the labor contract.

Should no specific work commencement date be mentioned in the labor contract, the employee shall start his/her work on the next working day after coming into effect of the labor contract.

Should the employee fail to start his/her work without any valid reasons for a week after the due time, the labor contract shall be cancelled.

## **Article 62. Issuance of the work record book and copies of documents connected with the job**

On the employee's written request the employer shall, not later than three days after submission of said request, issue to the employee copies of the documents connected with the job (hiring order copy, copy of job reassignment orders, dismissal order copy; excerpts from the work record book; records of wages, of the working term for the employer, etc.). Copies of the documents connected with the job shall be duly verified and issued to the employee free of charge.

At termination of the labor contract the employer shall issue to the employee on the day of his/her dismissal (the last day on the job) the work record book and, on the employee's written request, copies of the documents connected with the job.

Should it prove impossible to issue the work record book on the day of the employee's dismissal due to the employee's absence of

his/her refusal to receive the work record book in person, the employer shall send a notice to the employee on the requirement to personally turn up for the work record book or grant consent for it to be mailed to him/her. As of the day of sending such notice the employer shall be relieved of any liability for delays with issuance of the work record book.

## **CHAPTER 11. CONCLUSION OF THE LABOR CONTRACT**

### **Article 63. Age at which conclusion of the labor contract is permitted**

It shall be permitted to conclude labor contract with persons attaining the age of sixteen.

In cases of completing the basic general education or leaving the general educational establishment in accordance with the federal law, persons shall be entitled to conclude labor contracts at attaining the age of fifteen.

With consent of one parent (guardian, custodian) and a patronage body a labor contract can be concluded with a student attaining the age of fourteen for performing light work out of school hours which shall not be harmful to his/her health and not detrimental to the study process.

In movie industry organizations, theaters, theatrical and concert organizations, circuses it shall be permitted, with consent of one parent (guardian, custodian) and a patronage body, to conclude labor contracts with persons under the age of fourteen for participating in creation and/or performance of art works without any harm to their health and moral development.

### **Article 64. Guarantees at concluding labor contracts**

Unjustified refusal to conclude a labor contract shall be prohibited.

All and any direct or indirect restrictions or granting direct or indirect advantages at concluding a labor contract depending on the sex, race, skin color, nationality, language, origin, property, social and official status, domicile (including availability or unavailability of registration at the place of residence or lodgment) as well as on any other factors not connected with professional qualities of employees shall not be permitted, except for the cases stipulated by the federal law.

It is not allowed to refuse women in conclusion of a labor agreement because of their pregnancy or presence of children.

It is not allowed to refuse employees, that were invited in written form from the previous working place, in conclusion of a labor agreement, for one month beginning from the day of their withdrawal from the previous working place.

Employer must inform a person who was refused in conclusion of a labor agreement about reasons of refusal in written form.

A person who was refused in conclusion of a labor agreement can appeal in court about the rightfulness of this decision.

### **Article 65. Documents necessary for conclusion of labor agreement**

For conclusion of a labor agreement an employee must present the following documents to an employer:

- a passport or a different personal identification document
- a service record book, except cases when a labor agreement is concluded for the first time or when employee starts working at a secondary job.
- insurance certificate of state retirement insurance
- military record documents - for employees who are subjects to call-up and conscripts
- a diploma or a certificate of education, qualification or special training - for jobs that require special knowledge or special training.

In some cases additional documents may also be required by employer. Necessity and type of additional documents are regulated by specifics of job, this Code, other federal laws and decrees of the President of the Russian Federation and the Government of the Russian Federation.

It is forbidden to require additional documents from employee, except documents that are mentioned in this Code, other federal laws, decrees of the President of the Russian Federation and the Government of the Russian Federation.

Employer is responsible for issuing a service record book and insurance certificate of state retirement insurance to employee who is concluding a labor agreement for the first time.

## **Article 66. Service record book**

A service record book of a standard type is the main document intended for recording of labor activities and seniority of an employee.

A form and regulations for filling and storage of service record books and providing employers with service record books are set by the Government of the Russian Federation.

Employer (except employers who are physical entities) must keep service record books of all employees who have worked in an organization for more than five days, presuming that this organization is the primary job place of these employees.

Information about employee, work duties of employee, transitions to a different permanent job, dismissal of employee, as well as information about reasons for termination of labor agreement and awards for progress in work must be recorded in a service record book. Information about fines and punishments are not recorded in service record book, except cases when dismissal is a mean of disciplinary punishment.

Information about a secondary job place can be recorded in a service record book at primary job place on request of employee, presuming that employee provides correspondent documents, proving that employee is indeed working at a secondary job place.

Records about reason for termination of a labor agreement in service record book must be performed according to formulations and regulations of this Code or a different federal law with a reference to the correspondent article or part of this Code or a different federal law.

## **Article 67. Form of a labor agreement**

A labor agreement is concluded in written form. Two copies of a labor agreement are made. Each of these copies must be signed by both sides. One copy of a labor agreement is given to employee, another one remains with employer.

A labor agreement that is not drawn in a designated form is considered concluded if employee started working, and informs an employer or employer's representative about it or if employee starts working by an order of employer or employer's representative. In

case of actual admittance of employee to work, employer must to draw a labor agreement in written form no later than in three days from the day when an employee was actually admitted to work.

When labor agreements are concluded with several categories of employees, laws and other legislative standard acts may request consulting about a possibility of concluding a labor agreement or about conditions of a labor agreement with correspondent entities or authorities that are not employers on these agreements or drawing more copies of a labor agreement.

### **Article 68. Conclusion of employment**

Employment is officially concluded by an order of employer, that is issued upon conclusion of a labor agreement. Contents of this order must correspond to conditions of a concluded labor agreement.

Employment order is issued by employer and declared to employee in three days beginning from the day of conclusion of a labor agreement. A written confirmation by employee is required. Employer must provide employee with a notarized copy of this order on employee's request.

Employer must inform employee about internal labor rules of an employing organization, other local legislative standard acts, that are relevant to the job activity of employee and about terms of a collective agreement.

### **Article 69. Medical examination required for conclusion of labor agreement**

Entities who are less than 18 years old on the moment of conclusion of the labor agreement and other entities, in cases specified by this Code and other federal laws, are subject to obligatory preliminary medical examination.

### **Article 70. Condition of probationary period upon employment**

One side of a labor agreement may specify a necessity for a probationary period, that is required to test skills and abilities of an employee to determine whether an employee fits the occupied position.

A probationary period condition must be stated in a labor agreement. If no probationary period condition is stated in a labor agreement, then it means that an employee is accepted without probationary period.

During probationary period an employee is subject to this Code, laws, other legislative standard acts, local legislative standard acts that contain norms of labor law, collective agreement and treaties.

A probationary period cannot be set for the following categories of people:

- people who are employed after a competition on the offered job position was performed according to the regulations of law
- pregnant women
- people who are below the age of eighteen
- people who have graduated from junior, medium and senior professional education facilities and who are getting their first job in the chosen specialty.
- people who are elected (chosen) on a paid position that requires an election
- people who are invited on this job after transition from a different employer according to an agreement between employers
- other categories, specified in this Code, other federal laws and a collective agreement.

A probationary period cannot exceed three months if a different term is not specified by a federal law. A probationary period cannot exceed six months for chief executives of organizations and their assistants, head accountants and their assistants, chief executives of branch offices, representative offices and other separate structural units of an organization if the opposite is not stated by federal law.

A period of temporary incapacity of employee for work (temporary disablement of employee) and other periods when employee was actually absent from work are not considered a part of a probationary period.

### **Article 71. Results of a probationary period**

If employer is not satisfied with employee's performance during probationary period, then employer has right to terminate a labor agreement with employee before the probationary period expires.

An employer must notify an employee about termination of a labor agreement in written form at least three days prior to termination. Employer must state reasons for considering the results of a probationary period negative in this notification. If employee is not satisfied with the decision of employer than employee has right to appeal to court.

If results of a probationary period are negative, then a labor agreement is terminated without considering opinion of a trade union and without payment of terminal wages.

If a probationary period has expired and an employee continues performing job functions, then results of a probationary period are considered positive and termination of a labor agreement is possible only for general reasons.

If employee decides that the offered job is not suitable for him during a probationary period, then employee has a right to terminate a labor agreement by his own will. Employee must warn the employer three days prior to the termination.

## **CHAPTER 12. MODIFICATION OF A LABOR AGREEMENT**

### **Article 72. Transition of an employee to a different permanent job and transferring an employee to a different working place**

Transition of an employee to a different permanent job in the same organization, initiated by an employer, i.e. changing job functions or changing significant conditions of a labor agreement or transition to a permanent job to a different organization or to a different region with the organization is possible only with written consent of an employee.

An employer must transfer an employee who needs a different job according to medical conclusion to a different existing job position within the organization. This different position must not be harmful to employee because of his state of health according to results of a medical examination. Consent of the employee is required for this transition. If the employee doesn't agree on transition or if there is no existing correspondent job in the organization, then labor agreement is terminated according to Paragraph 8 of Article 77 of this Code.

Transferring employee to a different working place within an organization, transition of employee to a different structural department of an organization in the same region and ordering employee to work on a different machine or aggregate is not considered transition to a different permanent job if it doesn't lead to change of job functions and (or) change of significant conditions of a labor agreement.

### **Article 73. Changing significant conditions of a labor agreement**

Employee has right to initiate changes of significant conditions of a labor agreement because of reasons connected with change of organizational or technological aspects of job environment if the job function of employee is not changed.

Employee must be informed about these changes by employer in written form no less than two month prior to their enactment, if a different procedure is not required by this Code or a different federal law.

If employee doesn't agree to continue working in new environment, then employer must offer a different existing job position within the organization to an employee in written form. This position must correspond to qualification and state of health according to the results of medical examination of employee. If such position does not exist then employer must offer employee a lower position with job functions that employee can perform according to his qualification and state of health according to the results of medical examination.

If described job position doesn't exist and if employee rejects an offered position then labor agreement is terminated according to Paragraph 7 of Article 77 of this Code.

In cases when events described in Paragraph 1 of this article may lead to mass dismissal of employees, employer has the right to introduce an incomplete working day for a period of up to six months in order to preserve job places. In this case employer must consider opinion of elected trade union representatives of this organization.

If employee refuses to continue working in a different regime then a labor agreement is terminated according to Paragraph 2 of Article

81 of this Code. In this case employer must provide the required guarantees and compensations to employee.

Cancellation of regime of incomplete working day may be enacted by employer, considering opinion of representatives of an organization.

Changes of significant conditions of a labor agreement that may worsen employee's position in comparison to conditions of a collective agreement cannot be enacted.

#### **Article 74. Temporary transition to a different job in case of technical necessity**

In case of technical necessity, employer has right to transfer employee to a job position in the same organization that is not mentioned in a labor agreement for a period of no longer than one month. Wages must be paid basing on the new job position, but should not be less than average wages on the previous position. This type of transition is possible for prevention of a catastrophe or a technical accident or for elimination of the consequences of a catastrophe, technical accident or a natural disaster; to prevent accidents, standing idle (temporary stopping of work because of economical, technical, technological or organizational reasons, destruction or damage of property and for replacement of a missing employee. Employee cannot be transferred to a job position that is counter-indicated to this employee because of the state of health according to the results of medical examination.

Period of transition of employee to a different job position for performing job functions of a missing employee cannot exceed one month in a year (from January, 1st to December, 31st).

Employee can be transferred to a job position that requires lower qualification with his written consent.

#### **Article 75. Labor relations in cases of change of organization property ownership, change of jurisdiction of an organization and restructuring of organization.**

When ownership of the property of an organization is changed, a new owner has right to terminate a labor agreement with organization chief executive, his assistants and head accountant no later than in three months from the date of gaining rights of property.

Change of ownership of the property of an organization cannot be a reason for termination of labor agreements with other employees of an organization.

If an employee refuses to continue performing his job functions because of the change of ownership of organization property, then labor agreement is terminated according to Paragraph 6 of Article 77 of this Code.

If ownership of the property of an organization is changed, number of employees can be reduced only after official registration of transfer of the rights of ownership.

In case of change of jurisdiction of an organization, or in case of restructuring of an organization (merging, joining, division, transformation, separation), labor relationship is resumed with consent of employee.

If employee refuses to continue performing job functions in cases defined in Paragraph 5 of this article, then labor agreement is terminated according to Paragraph 6 of Article 77 of this Code.

### **Article 76. Dismissal from job**

An employer must dismiss (forbid to perform job functions) an employee that:

- has appeared on working place in a state of alcoholic, narcotic or other intoxication
- has not completed education and testing of knowledge in the area of labor protection
- has not completed an obligatory preliminary or periodical medical examination.
- if counter-indications that prevent an employee from performing job functions that are defined in a labor agreement are present according to results of medical examination
- if demanded by authorities or officials, empowered by federal laws or other legislative standard acts and in other cases, specified by federal laws or other legislative standard acts.

Employer dismisses an employee (forbids an employee to perform job functions) for the whole period of time until the factors that caused dismissal from job (forbidding to perform job functions) will be removed.

No wages is paid to an employee for the period of dismissal (forbidding to perform job functions), except cases, specified in federal laws and other legislative standard acts. If an employee is dismissed because of non-completion of training or failure in test of skills and knowledge in the area of labor protection, or because of the results of obligatory preliminary or periodical medical examination and if this failure is not a result of employee's fault then employee should be paid wages as for idle time.

## **CHAPTER 13. TERMINATION OF A LABOR AGREEMENT**

### **Article 77. General reasons for termination of a labor agreement**

General reasons for termination of a labor agreement are:

1. agreement of all sides of a labor agreement (Article 78);
2. expiration of term of a labor agreement (Paragraph 2, Article 58), except cases when labor relationship is actually continuing and neither side requested its termination;
3. termination of a labor agreement on employee's initiative (Article 80);
4. termination of a labor agreement on employer's initiative (Article 81);
5. transition of employee to a job for a different employer or transition to an elected job (position) on employee's request or with employee's consent;
6. refusal of an employee to continue performing job functions because of the change of ownership of organization property, change of jurisdiction of an organization or restructuring of an organization (Article 75);
7. refusal of employee to continue performing job functions because of changes in significant conditions of a labor agreement (Article 73);
8. refusal of employee to transfer to a different job position because of the state of health according to the results of medical examination (Article 72, Part 2);
9. refusal of employee to transfer to a different job position because of transferring of employer to a different region (Article 72, Part 1);
10. circumstances not depending on will of sides (Article 83);
11. violation of regulations of conclusion of a labor agreement, specified in this Code or in other federal laws, if this violation

excludes a possibility of continuation of performing job functions. (Article 84)

A labor agreement can also be terminated because of other reasons, specified in this Code or other federal laws.

In all cases, the last day of employee's work is considered the day of dismissal.

### **Article 78. Termination of a labor agreement on mutual agreement of all sides**

A labor agreement can be terminated at any time upon mutual agreement of all sides.

### **Article 79. Termination of a fixed-date labor agreement**

A fixed-date labor agreement is terminated with expiration of the term of its validity. An employee must be warned about expiration of the agreement in written form not later than three days prior to dismissal.

A labor agreement that is concluded on the period until completion of a specified work is terminated on completion of this work.

A labor agreement that is concluded on the period of performing job functions of a missing employee is terminated with return of the missing employee.

A labor agreement that is concluded on the period of performing a seasoned job is terminated on the end of a specified season.

### **Article 80. Termination of a labor agreement upon employee's request (voluntary withdrawal)**

An employee has right to terminate a labor agreement. Employee must warn employer about termination of the agreement in written form at least two weeks prior to termination.

A labor agreement can be terminated before expiration of withdrawal notice period upon mutual agreement between an employer and an employee.

In cases, when request of an employee for termination of a labor agreement (voluntary withdrawal) is caused by events that prevent the employee to continue performing job functions (retirement,

enrolment to an educational institution and other cases), and in cases of violation of laws and other legislative standard acts that contain norms of labor laws, terms of collective agreement, accord or labor agreement by an employer, employer must terminate a labor agreement in term specified in request of the employee.

An employee can withdraw his request during all withdrawal notice period. In this case dismissal does not take place, except cases when a different employee, who cannot be refused in conclusion of a labor agreement according to this Code and other federal laws, is invited to this position in written form.

An employee has right to stop performing job functions upon expiration of withdrawal notice period. In the last day of work of an employee, employer must return service book and other job-related documents to an employee upon a written request of an employee and effect a final payment.

If a labor agreement was not terminated upon expiration of withdrawal notice period and if an employee does not insist on withdrawal, then labor agreement is resumed.

### **Article 81. Termination of a labor agreement on employer's initiative**

A labor agreement can be terminated by an employer in the following cases:

1. in case of dissolving of an organization or termination of activities of an employer if an employer is a physical entity.
2. in case of reduction of number of employees in organization
3. in case if an employee is not fit for the occupied position or performed job functions because of:
  - a) state of health according to medical examination
  - b) insufficient qualification according to the results of professional attestation
4. in case of change of ownership of organization property ( in this case employer has the right to terminate labor agreement only with organization chief executive, assistants of organization chief executive and head accountant).
5. in case of repeated non-fulfillment of job functions by an employee without reasonable excuse if an employee has a disciplinary punishment.

6. in case of single violation of job duties by an employee:
  - a) truancy (absence from work without reasonable excuse for a period longer than four consequent hours during a working day)
  - b) appearing on working place in a state of alcoholic, narcotic or other intoxication
  - c) unauthorized disclosure of a secret, protected by law (State secret, commercial secret, official secret and other secrets), that was learned by an employee because of his job functions
  - d) perpetration of a theft (including minor theft), embezzlement, misappropriation, intentional damage or destruction of property by an employee. This action must be established by a valid sentence of the court or a resolution of an official authority that is authorized to apply administrative punishment.
  - e) violation of labor protection regulations if this violation has leaded to disastrous consequences (industrial accident, damages, catastrophe) or could certainly lead to these consequences.
7. in case of commitment of fault actions by employee who is working with monetary or commodity values if these actions lead to loss of trust of an employer to an employee.
8. in case of commitment of an immoral deed by an employee who is performing pedagogical functions if this immoral deed makes continuation of performing job function by this employee impossible.
9. in case of making an unjustified decision by a chief executive of an organization (branch office, representative office), assistants of a chief executive of an organization and head accountant that has lead to violation of safety of organization's property, unjustified usage of organization's property or other damage to organization's property;
10. in case of single violation of job duties by a chief executive of an organization (branch office, representative office) or by assistants of a chief executive of an organization;
11. in case of submission of false documents by an employee to an employer or intentional submission of false information for conclusion of a labor agreement;
12. in case of termination of access to State secret, if performed job requires access to State secret;

13. in cases, specified in a labor agreement with chief executive of an organization or members of collegial executive authority of an organization;
14. in other cases, specified in this Code and other federal laws.

Dismissal because of reasons, stated in Paragraphs 2 and 3 of this Article is allowed if transition of an employee to a different job position with consent of an employee is impossible.

Dismissal of an employee on employer's initiative is not allowed during the period of temporary incapacity of employee for work and during the period of leave of an employee (except cases of dissolving of an organization or termination employer's activities if an employer is a physical entity).

In case of termination of activity of a branch office, representative office or other structural part of an organization that is located in a different region, termination of labor agreements with employees of these structural parts of an organization is conducted according to the rules of termination of labor agreements in cases of dissolving of an organization.

### **Article 82. Obligatory participation of a trade union authority in proceeding of termination of a labor agreement on the initiative of an employer**

If a decision on reduction of the staff or number of employees and possible termination of labor agreements with employees is taken, then according to Paragraph 2 of Article 81 of this Code, employer must inform elected trade union authority about this decision in written form no later than two months prior to the commence of the according measures, and if the decision on reduction of the staff or number of employees can lead to mass dismissal of employees - no later than three months prior to the commence of the according measures. Criteria of mass dismissal is defined in industrial and (or) territorial agreements.

Dismissal of employees who are members of a trade union according to Subparagraph B of Paragraph 3 and Paragraph 5 of Article 81 of this Code is possible only with consideration of an opinion of elected trade union authorities of this organization according to Article 373 of this Code.

During professional attestation that may lead to dismissal of employees according to Subparagraph B of Paragraph 3 of Article 81

of this Code, at least one member of attestation committee must represent a correspondent elected trade union authority.

A collective agreement of an organization may specify a different order of obligatory participation of an elected trade union authority of this organization in proceeding of questions, connected with termination of labor agreements on employer's initiative.

### **Article 83. Termination of a labor agreement because of circumstances that do not depend on the will of sides**

A labor agreement must be terminated because of the following circumstances that do not depend on the will of sides:

1. Drafting of an employee to military service or transferring of an employee to an alternative civil service that substitutes military service;
2. Restoring of an employee who previously performed this job on previous position by the decision of State Labor Inspection or the court;
3. Non-election on the position;
4. Sentence of an employee to a punishment that excludes possibility of continuation of performing previous job functions according to a valid sentence of the court;
5. Consideration of an employee completely incapable for work according to the results of medical examination;
6. Death of an employee or an employer if an employer is a physical entity, and declaration of an employee or an employer if an employer is a physical entity dead or missing;
7. In case of emergency that prevents continuation of labor relationship (war, catastrophe, natural disaster, heavy accident, epidemic and other emergency circumstances) if this case of emergency is recognized by the decision of the Government of Russian Federation or government authority of the correspondent subject of Russian Federation.

Termination of a labor agreement with an employee on reason, listed in Paragraph 2 of this Article is allowed if it is impossible to transfer this employee to a different job with consent of an employee.

### **Article 84. Termination of a labor agreement because of violation of obligatory regulations for its conclusion, specified in this Code or other federal law**

A labor agreement must be terminated as a result of violation of obligatory regulations for its conclusion, specified in this Code (Paragraph 11, Article 77) or other federal law if violation of these rules excludes possibility of continuation of work in the following cases:

- in case of conclusion of a labor agreement with an employee who is forbidden to undertake certain positions or practice certain activities by a valid sentence of the court;
- in case of conclusion of a labor agreement with an employee who is forbidden to perform the necessary job functions because of state of health according to results of medical examination;
- in case of absence of required documents about necessary education, if special knowledge or training is required for performing job functions according to a federal law or a different legislative standard act;
- in other cases specified by a federal law.

A labor agreement is terminated in cases, specified in the first part of this article, if it is impossible to transfer an employee to a different existing job with his written consent.

In cases of termination of a labor agreement according to Paragraph 11 of Article 77 of this Code, employer has to effect a discharge payment in the amount of average monthly wages to an employee if violation of regulations of conclusion of a labor agreement was not caused by the fault of employee.

## **CHAPTER 14. PROTECTION OF PERSONAL INFORMATION OF AN EMPLOYEE**

### **Article 85. Concept of personal information of an employee. Processing of personal information of an employee.**

Personal information of an employee is an information required by an employer because of labor relationship and that refers to a specific employee.

Processing of personal information of an employee is reception, storing, combining, sharing or any other usage of personal information of an employee.

## **Article 86. General requirements to processing personal information of an employee and warranties of protection of this information**

To guarantee human rights and freedoms of a citizen, employer and his representatives must follow the general requirements listed below during processing of personal information of an employee:

1. processing of personal information of an employee can be performed only to assure compliance to laws and other legislative standard acts, aiding employees in employment, education and promotion, assuring personal safety of employees, control of quality and quantity of performed work and guaranteeing safety of organization's property;
2. an employer must follow regulations of the Constitution of the Russian Federation, this Code and other federal laws for determination of volume and content of processed personal information of an employee;
3. all personal information of an employee can be received only directly from employee. If personal information of an employee can be only received from a third party, then employee must be notified of it in advance and written permission of employee is required. Employer must inform employee about purpose, possible sources and means of receiving personal information and about type of necessary personal information and consequences of refusal of employee to provide a written permission on receiving of necessary personal information;
4. an employer has no right to receive and process personal information about political, religious and other convictions of an employee and personal information about private life of an employee. According to Article 24 of the Constitution of the Russian Federation, an employer has right to receive and process personal information about private life of an employee only with written permission of an employee and only in cases when this information is relevant to job relationship;
5. an employer has no right to receive and process personal information of an employee about membership of an employee in professional organizations, public organizations and about activities of an employee in trade unions, except cases specified by a federal law;
6. an employer has no right to base on personal information of an employee that was received electronically or as a result of automated processing in making decisions concerning this employee;

7. protection of personal information of an employee from improper usage, damage or loss must be guaranteed by an employer on expenses of an employer. The order of this protection is specified in federal law;
8. employees and their representatives must be acquainted with documents of an organization that regulate order of processing of personal information of employees and with rights and obligations of employees in this area. Confirmation of employees is required after this acquaintance;
9. employees must not renounce their rights on keeping and protection of their secrets;
10. employers, employees and their representative must together work on the development of measures for protection of personal information of employees.

### **Article 87. Storing and using personal information of employees**

Order of storing and using personal information of employees is enacted by employer, according to requirements of this Code.

### **Article 88. Sharing personal information of an employee**

An employer must follow the below regulations in all cases of sharing personal information of an employee:

- an employer must not share personal information of an employee with a third party without written permission of an employee, except cases when this is necessary to prevent a threat to health and life of an employee and except cases, specified by federal law;
- an employer must not share personal information of an employee for commercial purposes without written permission of an employee;
- an employer must warn entities who are receiving personal information of employee that this personal information can be used only for purposes it was provided for and request a confirmation of following this regulation from these entities. Entities that receive personal information of an employee must keep secrecy (confidentiality) of this personal information. This statement doesn't govern cases when personal information of an employee is shared according to federal laws;
- an employer must perform transition of personal information of employee within one organization according to local

- standard acts of this organization. Confirmation of an employee about acquaintance with this act is required;
- an employer must allow access to personal information of an employee only to authorized entities and these entities have right to receive only personal information of an employee that is required for their specific functions;
  - an employer must not demand information about state of health of an employee, except information that is relevant to question of capability of performing job functions by an employee;
  - an employer must share personal information of an employee with representatives of employees in order, specified by this Code, and limit this information with personal information that is required by functions of these representatives.

**Article 89. Rights of employees for guaranteeing protection of their personal information that is stored by employer.**

To guarantee protection of their personal information that is stored by employer, employees have the following rights:

- right to receive complete information about their personal information and processing of their personal information.;
- right of free access to their personal information, including right of receiving copies of any record where their personal information is contained, except cases specified by federal law;
- right to choose representatives for protection of their personal information;
- right to access medical information relevant to their personal information with aid of a medical specialist of their choice;
- right to demand exclusion or correction of incorrect or incomplete personal information and information that was processed with violation of requirements of this Code. If an employer refuses to exclude or correct personal information of an employee, then an employee has right to inform employer in written form about disagreement and provide correspondent reasons for this disagreement. A notice by an employee, expressing point of view of the employee can be added to personal information of estimative type;
- right to demand from employer informing of all entities who were previously given incorrect or incomplete personal information of an employee about all exclusions, additions and corrections in personal information of an employee;

- right to appeal to court about any non-legitimate actions or inactions of an employer relevant to processing and protection of personal information of an employee.

### **Article 90. Responsibility for violation of regulations relevant to processing and protection of personal information of an employee**

Entities that are guilty in violation of regulations relevant to receiving, processing and protection of personal information of an employee may bear criminal, civil, administrative or disciplinary responsibility according to federal laws.

## **SECTION IV. WORKING TIME**

### **CHAPTER 15. GENERAL STATEMENTS**

#### **Article 91. Concept of working time. Normal length of working time.**

Working time is a period of time during which an employee has to perform his job duties according to internal rules of an organization and conditions of a labor agreement and other periods of time that are considered working time according to laws and other legislative standard acts.

Normal length of working time cannot exceed 40 hours in a week.

An employer is responsible for keeping record of actual working time of each employee.

#### **Article 92. Reduced length of working time**

Normal length of working time is reduced on

- 16 hours in a week - for employees below the age of sixteen;
- 5 hours in a week - for employees who are invalids of 1st or 2nd group;
- 4 hours in a week - for employees in the age between sixteen and eighteen years;
- 4 hours in a week or more - for employees who are working in dangerous and (or) harmful environments, as specified by the Government of Russian Federation.

Length of working time for students of educational institutions below eighteen years old, who are working during academic year in

time free from studies, cannot exceed half of the norms, specified in first part of this Article.

A federal law can specify reduced length of working time for other categories of employees (pedagogical workers, medical workers and other categories)

### **Article 93. Incomplete working time (part-time working)**

An agreement between employer and employee can specify establishment of incomplete working day or incomplete working week. This agreement can be made upon conclusion of a labor agreement and later. Employer must establish incomplete working day or incomplete working week on request of a pregnant woman, one of the parents who have a child below the age of fourteen (or an invalid child below the age of eighteen) and of a person who is nursing an disabled family member according to results of medical examination.

Wages and other payments during working on terms of incomplete working time are calculated proportionally to the actual time of work or depending on volume of completed work.

Working on terms of incomplete working time doesn't result in any limitations of length of annual paid leave, record of working experience and other labor rights.

### **Article 94. Length of daily working time (shift)**

Length of daily working time (shift) cannot exceed:

- for employees in the age between fifteen and sixteen years- 5 hours, between sixteen and eighteen years- 7 hours
- for students of basic education institutions (schools) and educational institutions for professional training that combine working and studying in the period of academic year in the age between fourteen and sixteen years - 2.5 hours, between sixteen and eighteen years - 3.5 hours;
- for invalids - according to results of medical examination;

For employees working at dangerous or harmful environments where reduced length of working day is used, maximum allowable length of daily working time (shift) cannot exceed:

- 8 hours - for 36 hour working week

- 6 hours - for 30 hour (or less) working week

Length of working day (shift) for creative employees of cinematographic organizations, television and video camera crews, employees of theaters, theatric and concert organizations, circuses, mass media and professional sportsmen according to listings of these categories, ratified by the Government of Russian Federation, can be established according to federal laws and other legislative standard acts, local standard acts, collective agreements or labor agreements.

### **Article 95. Length of working time in days preceding holidays and rest-days**

Length of working time or shift in days preceding non-working holidays is reduced by one hour.

In organizations that require continuous working process and on several types of jobs where it is impossible to reduce length of working time (shift) in days preceding a holiday, working overtime is compensated to an employee by providing additional leave time or, with consent of an employee, by payment according to norms of overtime payment.

Length of working time in days preceding rest-days cannot exceed five hours for a six-day working week.

### **Article 96. Working at night time**

Night - time from 22.00 to 6.00.

Length of working time (shift) at night is reduced by one hour.

Length of working time (shift) at night is not reduced for employees who have reduced length of working time and for employees who are hired specifically for working at night time, if anything different is not specified in a collective agreement.

Length of working time at night is considered adequate to length of working time at daytime in cases when it is required by labor environment, and for shift works at six-day working week with one rest-day. A list of this type of works can be specified in a collective agreement or in a local standard act.

It is not permitted to allow the following categories of people to work at night: pregnant women, invalids and employees below age

of 18 years, with the exception of entities involved in creation and (or) performance of pieces of art, and other categories of employees, specified in this Code and other federal laws. Women, who have children below three years old, employees who have invalid children and employees responsible for nursing disabled members of their families according to results of medical examination, mothers and fathers who are growing children below the age of five without a matrimonial partner, and guardians of children of the indicated age can be allowed to work at night only with their written confirmation and if this kind of work is not forbidden to them because of state of health according to medical examination. These employees must be informed in written form about their right to refuse working at night.

Order of working of creative employees of cinematographic organizations, television and video camera crews, employees of theaters, theatric and concert organizations, circuses, mass media and professional sportsmen according to listings of these categories, ratified by the Government of Russian Federation, can be established according to collective agreement, local standard act, or agreement of sides of a labor agreement.

### **Article 97. Working beyond the limits of normal length of working time**

Working beyond the limits of normal length of working time can be performed on the initiative of employee (combining jobs) and on the initiative of employer (overtime).

### **Article 98. Working beyond the limits of normal length of working time on the initiative of employee (combining jobs)**

On a request of an employee, an employer has right to allow an employee working on another labor agreement within the same organization on a different position, specialty or profession beyond the limits of normal length of working time in order of internal combination of jobs.

An employee has right to conclude a labor agreement with a different employer on conditions of external combination of jobs, unless it is forbidden by this Code or other federal laws.

Work beyond normal limits of working time cannot exceed four hours in a day and 16 hours in a week.

Internal combination of jobs is not allowed in cases when a reduced working time is established, except cases specified in this Code or other federal laws.

### **Article 99. Working beyond limits of normal length of working time on the initiative of employer (overtime job)**

Overtime job is a job, performed by an employee on the initiative of employer beyond the limits of normal length of working time, daily working time (shift) and working more than normal number of hours in a recorded period.

Requesting overtime work is performed by an employer with written consent of an employee in the following cases:

1. in cases when overtime work is necessary for defense of the country and in cases when overtime work is necessary to prevent industrial accident or a natural disaster;
2. in cases when a job relevant to systems of public water supply, public gas supply, public heating, public electricity supply, public sewage, public transportation and public communication are performed - in cases when it is necessary to remove unexpected circumstances that prevent normal functioning of these systems.
3. in cases when it is necessary to complete work that could not be completed in normal working time as a result of an unexpected delay because of technological reasons, if non-completion of this work may lead to damage or destruction of employer's property, state or municipal property or may cause danger to life and health of people;
4. in cases when temporary works on repairing and restoring of damaged machines or buildings are performed, if malfunctioning or damage may lead to stopping of work for a large number of employees;
5. in cases when it is necessary to continue work because of absence of a shiftman from work if the type of work doesn't allow interruption. In these cases employer must immediately take measures for replacement of a shiftman with a different employee.

In other cases, requesting overtime work is allowed with written consent of employee and with consideration of opinion of elected trade union authority of this organization.

It is not allowed to request overtime work from pregnant women, workers below the age of eighteen years, and other categories of employees according to federal laws. Requesting overtime work from invalids and women who have children below the age of three is allowed only with their written consent and if these works are not forbidden to them because of state of health according to the results of medical examination. Invalids and women who have children below the age of three must be informed in written form about their right to refuse working overtime.

Overtime work cannot exceed four hours in two days and 120 hours in a year for each employee.

An employer must precisely record all overtime work, performed by each employee.

## **CHAPTER 16. WORKING TIME ROUTINE**

### **Article 100. Working time routine**

Working time routine should make provision for the duration of the working week (five days' working week with two days off, six days' working week with one day off, a working week with a day off according to a sliding schedule) work routine with irregular working hours for some certain categories of employees, the duration of daily work (shift), time to start and finish work, the time of breaks during work, the number of shifts per day, the alternation of working days and days off, which are established by the collective agreement or by the internal labour regulations of the organization in accordance with the present Code, other federal laws, the collective agreement, contracts.

Peculiarities of working time routine and rest time of employees of transport, communications and other services having a special nature of work are determined according to the procedure established by the Government of the Russian Federation.

### **Article 101. Irregular working hours**

Irregular working hours are a special work routine when some individual employees may be involved in their labour function fulfilment episodically beyond the standard working hours as ordered by the employer from necessity. The list of employees having irregular working hours is determined by the collective

agreement, contract or the internal labour regulations of the organization.

### **Article 102. Work on flexible-time scheme**

When working on flexible-time scheme, the beginning, the end or the total duration of working hours is determined by the parties' agreement.

The employer ensures that the employee should work the total number off of working hours within the appropriate record-keeping periods (a working day, week, month and others).

### **Article 103. Shift work**

Shift work - work in two, three or four shifts - is introduced when the duration of the production process exceeds the admissible duration of daily work, as well as with the purpose of more effective use, increase in the volume of output and rendered services.

Working in shifts each group of employees is to do work within the established working hours in accordance with the shift operation schedule.

While compiling the shift operation schedule, the employer is to take into consideration the opinion of the employees' representative body. Shift operating schedules are, as a rule, supplements to the collective agreement.

Shift operation schedules are to be brought to the notice of employees not later than one month before their carrying into effect.

Working two shifts running is banned.

### **Article 104. Added up calculation of working hours**

In organizations or in fulfilling separate kinds of work, where according to the conditions of production (work) it is impossible to keep to the daily or weekly duration of working hours established for the given category of employees, it is admitted to introduce added up calculation of working hours so that the duration of working hours for the record-keeping period (a month, a quarter and others) would not exceed the standard working hours. The record-keeping period cannot be longer than one year.

The procedure of added up calculation of working hours is established by the internal labour regulations of the organization.

### **Article 105. Dividing the working day into parts**

In certain types of work where it is necessary due to the special nature of labour as well as in executing work of different intensity during the working day (shift), the working day can be divided into parts, so that the total duration of working hours would not exceed the established duration of the daily work. Such division is fulfilled by the employer on the basis of the local standard act, adopted with taking into account the opinion of the elected trade union body of the given organization.

## **SECTION V. TIME OF REST**

### **CHAPTER 17. GENERAL STATEMENTS**

#### **Article 106. Time of rest concept**

Time of rest is the time, when the employee is free from his or her labour duties and which can be used at the employee's discretion.

#### **Article 107. Types of time of rest**

Types of time of rest include:

- breaks during the working day (shift);
- daily (between shifts) rest;
- days off (weekly continuous rest);
- non-working holidays;
- leaves

### **CHAPTER 18. BREAKS IN WORK, DAYS OFF AND NON-WORKING HOLIDAYS**

#### **Article 108. Breaks for rest and meal**

During the working day (shift) the employee should be given a break for rest and meal, not more than two hours long, but not shorter than 30 minutes, which is not included into working hours.

The time of the break and its concrete duration are established by the internal labour regulations of the organization or on agreement between the employee and the employer.

In kinds of work where it is impossible to give a break for rest and meal because of the conditions of production (work), the employer must give the employee an opportunity to have rest and meal during the working hours. The list of such kinds of work as well as places for rest and meals are established by the internal labour regulations of the organization.

### **Article 109. Special breaks for warming and rest**

In some types of work the employees are to be given, during working hours, special breaks caused by the technology and organization of production and labour. These types of work and the procedure of granting such breaks are established by the internal labour regulations of the organization.

The employees who work in cold seasons outdoors or in closed non-heated premises, as well as loaders doing loading and unloading operations and other employees, in case of need, are given special breaks for warming and rest, which are included into the working hours. The employer must provide equipment of the room for employees' warming and rest.

### **Article 110. The duration of weekly continuous rest**

The weekly continuous rest cannot be shorter than 42 hours.

### **Article 111. Days off**

All the employees are granted days off (weekly continuous rest). In case of five days' working week the employees are given two days off a week, in case of six days' working week they are given one day off.

Sunday is a common day off. The other day off in case of five days' working week is established by the collective agreement or by the internal labour regulations of the organization. Both days off are given successively, as a rule.

In organizations where it is impossible to suspend work because of production and technical, and organizational conditions, each group of employees, in turn, gets days off on different days of the week in accordance with the internal labour regulations of the organization.

### **Article 112. Non-working holidays**

Non-working holidays in the Russian Federation are:

- 1 and 2 January - New Year;
- 7 January - Christmas;
- 23 February - Day of the Defender of Motherland;
- 8 March - International Women's Day;
- 1 and 2 May - Spring and Labor Holiday;
- 9 May - Victory Day;
- 12 June - Day of Russia;
- 7 November - Anniversary of October Revolution, Day of Agreement and Reconciliation;
- 12 December - Day of the Russian Federation Constitution.

If a day off coincides with a non-working holiday, the day off is shifted to the working day which follows the holiday.

On non-working holidays there are allowed types of work, which cannot be suspended because of production and technical conditions (continuously working organizations), types of work caused by the necessity of providing services to the population, as well as urgent repair and loading and unloading operations.

The Government of the Russian Federation has the right to shift days off to other days so that employees could use their days off and non-working holidays more rationally.

**Article 113. Ban on work on days off and non-working holidays. Exceptional cases of involving employees in work on days off and non-working holidays**

Work on days off and non-working holidays is banned, as a rule.

Employees can be involved in work on days off and non-working holidays with their written consent in the following situations:

- to prevent an accident at work, a catastrophe, to eliminate consequences of an accident at work, a catastrophe or a natural disaster;
- to prevent accidents, destruction of property;
- to fulfill work unforeseen before, when further normal work of the entire organization or its units depends on urgent fulfillment of this work.

It is allowed to attract creative workers of cinematographic organizations, television and videorecording teams, theatres, theatre and concert organizations, circuses, mass media, professional sportsmen to work on days off and non-working

holidays in accordance with lists of categories of these employees in organizations financed from the budget in the order established by the Government of the Russian Federation, and in the other organizations - in the order established by the collective agreement.

In other cases employees can be involved in work on days off and non-working holidays with their written consent, and considering the opinion of the elected trade union body of the given organization.

Invalids and women having children under three years old are allowed to work on days off and on non-working holidays if such work is not banned according to the medical evidence. In this case invalids and women having children under three years old should be acquainted with their right to refuse to work on days off and on non-working holidays in the written form.

Involving employees in work on days off and on non-working holidays is done according to the employer's written order.

## **CHAPTER 19. LEAVE**

### **Article 114. Annual paid leave**

Employees are granted annual leaves with the reservation of their working place (post) and average earnings.

### **Article 115. The duration of main annual paid leave**

The duration of the main annual paid leave granted to employees is 28 calendar days.

The main annual paid leave longer than 28 calendar days (extended main leave) is granted to employees in accordance with the present Code and other federal laws.

### **Article 116. Additional annual paid leaves**

Additional annual paid leaves are granted to employees involved in work with harmful and (or) dangerous labour conditions, to employees involved in work of a specific character, to employees having irregular working hours, to employees working in the Far North regions and territories equated with them as well as in other cases provided for by federal laws.

Based on their production and financial abilities, organizations may establish additional leaves for the employees, if no other provisions are made by federal laws. The procedure and terms of granting these leaves are defined by collective agreements or by local standard acts.

### **Article 117 Additional annual paid leave granted to employees involved in work with harmful and (or) dangerous labour conditions**

The additional annual paid leave is granted to employees involved in work with harmful and (or) dangerous labour conditions: in underground mining operations and open mining operations in opencast collieries and quarries, in radioactive contamination zones and in other kinds of work connected with incurable unfavourable influence of harmful physical, chemical, biological and other factors on human health.

Lists of productions, jobs and posts working in which gives the right to have an additional paid leave for work with harmful and (or) dangerous labour conditions as well as the minimal duration of this leave and conditions of its granting are approved by the Government of the Russian Federation, taking into consideration the opinion of Russia's tripartite panel on social and labour relationship adjustment.

### **Article 118. Additional annual paid leave for the specific character of work**

Some categories of employees, whose work is connected with special features of the fulfilled work, are granted an annual additional paid leave.

The list of categories of employees who are to be granted an additional annual paid leave for the specific character of work, as well as the minimal duration of this leave and conditions of its granting are defined by the Government of the Russian Federation.

### **Article 119. Additional annual paid leave granted to employees with irregular working hours**

Employees having irregular working hours are granted an additional annual paid leave, the duration of which is defined by the collective agreement or the internal labour regulations of the organization and which cannot be less than three calendar days. When this leave is

not granted, hours worked above the standard working hours are to be compensated as overtime work with the written consent of the employee.

The procedure and terms of granting the additional annual paid leave to employees with irregular working hours are established by the Government of the Russian Federation in organizations financed from the federal budget, they are established by the authorities of the Russian Federation subject in organizations financed from the budget of the Russian Federation subject, and they are established by local self-management authorities in organizations financed from the local budget.

### **Article 120. Calculating the annual paid leave duration**

The duration of main and additional annual paid leaves is calculated in calendar days and is not limited with the maximum limit. Non-working holidays falling on the period of the leave are not included into the number of calendar days and are not paid.

To calculate the total duration of the annual paid leave, additional paid leaves are added to the main annual paid leave.

### **Article 121. Calculating the length of service, giving the right to the main annual paid leave**

The length of service, giving the right to the main annual paid leave includes:

- actual period of work;
- time when the employee did not actually work, but his working place (post) was reserved for him in accordance with federal laws, the annual paid leave period including;
- period of the involuntary absence from work at illegal dismissal or suspension and subsequent reinstatement in the same post;
- other periods of time, stipulated by the collective agreement, labour agreement or local standard act of the organization.
- The length of service, giving the right to the main annual paid leave does not include:
  - period of the employee's absence from work without good reasons, and because of his suspension from work in cases provided for by Article 76 of the present Code as well;
  - period of leaves granted for taking care of the child until attaining the age, established by the law;

- period of leaves without pay, granted on the employee's request, exceeding seven calendar days.

The length of service, giving the right to the additional annual paid leaves for the work with harmful and (or) dangerous labour conditions only includes the actual periods of work under these conditions.

### **Article 122. The procedure of granting annual paid leaves**

The employee must be granted a paid leave annually.

During the first year of work the employee acquires the right to go on leave after six months of his continuous work in the given organization. The employee might be granted a paid leave before the six months' period expiration as well, under the agreement of the parties.

Before the expiration of six months' period of continuous work the paid leave must be granted upon application to:

- women before the maternity leave or right after it;
- employees under eighteen years old;
- employees who adopted a child (children) under three months;
- in other cases provided for by federal laws.

Leaves for the second and subsequent years of work may be granted at any time of the working year in accordance with the priority of granting annual paid leaves, established in the given organization.

### **Article 123. The priority of granting annual paid leaves**

The priority of granting annual paid leaves is established annually in accordance with the schedule of leaves, which is to be approved by the employer, considering the opinion of the elected trade union body of the given organization, not later than two weeks before the beginning of the calendar year.

The schedule of leaves is obligatory both for the employer and the employee.

The employee should be informed of the time of the leave not later than two weeks before its beginning.

Some categories of employees are granted their annual paid leaves according to their wish at the time suitable for them in cases provided for by federal laws. The husband may be given his annual paid leave by his request during his wife's maternity leave, regardless the period of his continuous work in the given organization.

#### **Article 124. The extension or shifting the annual paid leave**

The annual paid leave must be extended in the case of:

- temporary disability of the employee;
- employee's performance of state duties during the annual paid leave, if the law provides for his release from work for that;
- in other cases provided for by laws, and local standard acts of the organization.

Under the agreement between the employee and the employer the annual paid leave may be shifted to some other time, if the employee did not get the payment for this leave in due time or if the employee was informed of the time of the leave less than two weeks before its beginning.

In exceptional cases when granting a leave to the employee in the current working year may have an adverse effect on the normal progress of work of the organization, it is allowed to shift the leave to the next working year. It should be noted here that the leave must be used within 12 months after finishing that working year for which it is granted.

It is banned not to grant the annual paid leave for two successive years, as well as not to grant the annual paid leave to employees under eighteen years old and employees involved in work with harmful and (or) dangerous labour conditions.

#### **Article 125. Dividing the annual paid leave into parts. Recall from the leave**

Under the agreement between the employer and the employee the annual paid leave may be divided into parts. In this case at least one of the parts of this leave cannot be shorter than 14 calendar days.

The employee may be recalled from the leave only with his consent. The unused part of the leave should be granted to the employee at

his or her option at the convenient time during the current working year or it may be attached to the leave in the next working year.

It is not allowed to recall from the leave employees under eighteen years old, expectant mothers and employees involved in work with harmful and (or) dangerous labour conditions.

### **Article 126. Replacing the annual paid leave with money compensation**

The part of the leave exceeding 28 calendar days may be replaced with money compensation on employee's written application.

It is not allowed to replace the leave with money compensation to expectant mothers and employees under eighteen years old, as well as to employees involved in hard work and work with harmful and (or) dangerous labour conditions.

### **Article 127. Exercising the right to the leave at the employee's dismissal**

At the dismissal the employee is paid money compensation for all the unused leaves.

On the employee's written application the unused leaves may be given to him or her with the subsequent dismissal (excluding cases of dismissal for guilty actions), the last day of the leave being considered the day of dismissal.

At dismissal due to the expiration of the labour contract the leave with a subsequent dismissal may be granted also when the time of the leave exceeds the term of validity of this contract in full or in part. In this case the last day of the leave is also considered the day of dismissal.

When being granted a leave with the subsequent dismissal at the cancellation of the labour contract on the initiative of the employee, this employee has the right to withdraw his or her application for dismissal before the day of the beginning of the leave, unless another employee is transferred to the post.

### **Article 128. Leave without pay**

Under family circumstances or for other good reasons the employee may be given, on the written request, a leave without pay, the

duration of which is determined under the agreement between the employee and the employer.

The employer on the basis of the employee's written application must grant a leave without pay to:

- participants of the Great Patriotic War - up to 35 calendar days during a year;
- working pensioners receiving old-age pension - up to 14 calendar days during a year;
- parents and wives (husbands) of military personnel, killed or dead owing to wounding, contusion or mutilation got while acting as military, or owing to a disease concerned with doing military service - up to 14 calendar days during a year;
- working disabled people - up to 60 calendar days during a year;
- employees in cases of a child birth, wedding registration, death of close relatives - up to five calendar days;
- in other cases provided for by the present Code, other federal laws or the collective agreement.

## **SECTION VI. RATE SETTING AND REMUNERATION OF LABOUR**

### **CHAPTER 20. GENERAL STATEMENTS**

#### **Article 129. Main concepts and definitions**

Remuneration of labour is a system of relations having concern with the employer's establishment and provision of payments to employees for their labour in accordance with laws, other standard legal acts, collective agreements, contracts, local standard acts and labour contracts.

The salary or wages is a reward for labour depending on the employee's qualifications, the complexity, amount, quality and terms of work fulfilled, as well as payments of a compensation and stimulation character.

The minimum wages (the minimum amount of remuneration of labour) is the amount of monthly wages guaranteed by the federal law for labour of an unqualified employee, who has completely worked out working time rate while performing simple work under normal labour conditions.

The basic wage or salary rate is a fixed remuneration of labour of an employee for fulfilment of the labour rate (labour duties) of a definite complexity (qualifications) for a time unit.

Work rating is the ascription of work kinds to different wage categories or qualification categories depending on the work complexity.

The wage category is a value, reflecting the work complexity and the employee's skills.

The skill category is a value, reflecting the level of the employee's vocational training.

The tariff scale is an aggregate of wage categories of work (professions, posts), defined depending on the work complexity and the employee's skill characteristics with the help of tariff coefficients.

The tariff system is an aggregate of standards, which are used to differentiate salaries or wages of different categories of employees.

### **Article 130. Main state guarantees of remuneration of labour to employees**

The system of main state guarantees of remuneration of labour to employees includes:

1. the amount of the minimum remuneration of labour in the Russian Federation;
2. the amount of the minimum base wage rate of employees of budget-financed organizations in the Russian Federation;
3. measures to provide a higher level of the real wage content;
4. limiting the list of grounds and amounts of deductions from wages under the employer's order, as well as the amount of taxation of incomes on the base of wages;
5. limiting the remuneration in kind;
6. providing the employee's receiving wages in case of the employer's cessation of activities and his insolvency in accordance with federal laws;
7. state supervision and control of complete and timely payment of wages and realization of state guarantees of remuneration of labour;

8. the employers' responsibility for infringement of requirements, stipulated by the present Code, laws, other standard legal acts, collective agreements and contracts;
9. terms and order of priority in paying wages.

### **Article 131. Forms of remuneration of labour**

Wages are to be paid in a monetary form in the currency of the Russian Federation (in rubles).

In accordance with the collective agreement or labour contract, under the written employee's request, the remuneration of labour may be effected in other forms, which do not contradict the legislation of the Russian Federation and international treaties of the Russian Federation. The proportion of the wages paid in non-monetary terms cannot exceed 20 per cent of the total amount of the wages.

It is not allowed to pay wages in terms of alcohol drinks, narcotic, toxic, poisonous and harmful substances, weapons, ammunition and other subjects being under bans or limitations for their free rotation.

### **Article 132. Payment in accordance with labour**

Every employee's wages depend on his or her qualifications, complexity of work executed, the amount and quality of the input labour, and are not limited by the maximum point.

Any discrimination when establishing and changing the amount of wages and other terms of remuneration of labour is banned.

## **CHAPTER 21. WAGES**

### **Article 133. Establishing the minimum wages**

The minimum wage amount is established simultaneously on the whole territory of the Russian Federation by the federal law and it cannot be lower than the amount of the cost of living of an able-bodied person.

The monthly wages of an employee, who worked standard labour hours and carried out labour standard (labour duties), cannot be lower than the minimum amount of remuneration of labour established by the federal law.

When paying on the base of the standard tariff system the amount of base wage rate of the first category cannot be lower than the minimum amount of remuneration of labour.

The minimum amount of remuneration of labour does not include extra payments and rises, bonuses and other encouraging payments, as well as payments for work under conditions, different from normal, for work in special climatic conditions and on the territories, exposed to radioactive contamination, as well as other compensation and social payments.

The order of calculating the cost of living and its amount is established by the federal law.

### **Article 134. Providing the increase in the real content of wages**

Provision of the increase in the real content of wages includes pay indexation in connection with the price increase for consumer goods and services. In companies financed by certain budgets indexation is made according to the law or other standard legal acts. In other types of companies indexation is made according to the collective agreement, contracts or the local standard act of the company.

### **Article 135. Wage establishing**

Systems wages, base wage rates, salaries, different kinds of payments are established:

- for the employees of the budget-financed companies by appropriate laws or other standard legal acts;
- for the employees of the companies with mixed financing (budget financing, and revenues from business activities ) by laws, other standard legal acts, collective agreements, contracts, local standard acts of companies;
- for the employees of other types of companies by collective agreements, contracts, local standard acts of the company, labour contracts.

The system of remuneration and encouragement of labour, including payment rise for working at nights, at weekends and on non-working holidays, payment for overtime work and other cases is established by the employer considering the opinion of the elected trade union body of this company.

The terms of remuneration of labour, defined by the labour agreement cannot be worsened as compared to the ones established by the present Code, laws, other standard legal acts, the collective agreement, contracts.

The terms of remuneration of labour defined by the collective agreement, contract, local standard acts of the company cannot be worsened as compared to the ones established by the present Code, laws and other standard legal acts;

### **Article 136. Procedure, place and terms of paying wages**

When paying wages the employer is obliged to inform each employee in written form about the components of the wages earned by him within a certain period of time, the amount, and the reasons for the deductions from payment as well as about the total sum of money to be paid.

The form of the pay sheet is to be approved by the employer considering the opinion of the employees' representative body.

As a rule the wages are paid to the employee in the place of his fulfilling the work or they are transferred to the account in the bank on the terms defined by the collective agreement or labour contract.

The place and the terms of paying wages in a non-monetary form are defined by the collective agreement or labour contract.

The wages are paid directly to the employee, except the cases when some other form of payment is stipulated by the law or the labour agreement.

The wages are to be paid at least once a fortnight on the day defined by the internal labour regulations of the company, the collective agreement or labour contract.

For some categories of employees other terms of wages payment can be defined by the federal law.

When the days of payment coincide with a day off or non-working holidays wages are to be paid the day before.

The vacation pay is to be made not later than three days before its beginning.

### **Article 137. Limitations on the deductions from wages**

Deductions from the employee's wages can be made only in cases stipulated by the present Code or other federal laws.

Deductions from the employee's wages to repay his debt to the employer can be made:

- to compensate the advance payment which was paid to the employee on account of a salary but which was not worked off;
- to pay off the advance payment which was paid as a business trip or relocation allowance and was not spent or returned in time, as well as in other cases;
- to return the sums excessively paid to the employee due to calculation errors as well as the sums excessively paid to the employee in case of admitting the employee's guilt in breaking labour regulations by the body for considering individual labour disputes (Article 155, part III ) or for idle time. (Article 157, part III);
- at the dismissal of the employee before the end of the working year on account of which he has already received the annual paid leave, for the days of the leave which have not been worked out. Deductions for these days are not made if the employee is dismissed on the grounds stipulated in Article 81, point 1, 2; point 3a and in point 4;
- Article 83, points 1, 2, 5, 6 and 7 of the present Code.

In cases stipulated by paragraphs two, three, and four of part two of this Article the employer has the right to take a decision to deduct from the employee's payment not later than a month after the date defined for an advance payment return, payment of the debt or incorrectly calculated payment and on condition that the employee does not dispute the reasons and amounts of the deductions.

Wages excessively paid to the employee (including the cases when laws or other standard legal acts were used incorrectly) cannot be charged except for the cases:

- of a calculation error;
- if the body for considering individual labour disputes admits the employee's guilt in non-fulfillment of labour rates (Article 155, part III) or in idle time (Article 157 part III);
- if wages were excessively paid to the employee in connection with his illegal actions, defined by the court.

## **Article 138. Limitations on the amount of deductions from wages**

The total sum of all deductions from every wage payment cannot exceed 20 per cent and in cases specified by federal laws this sum cannot exceed 50 per cent of the wages which is due to the employee.

When withholding from wages on several execution papers, 50 per cent of the wages should be left for the employee in any case.

Limitations defined by this Article do not apply to deductions from wages when servicing reformatory work, charging alimony for under-aged children, compensations for the injury to the employee's health caused by the employer, compensations for the loss of the bread-winner due to his death and compensations for the damage caused by a crime. The amount of deductions from wages cannot exceed 70 per cent in these cases.

Deductions from wages are not allowed if federal laws do not make provisions for such deductions.

## **Article 139. Calculation of the average wages**

There is a common calculation procedure which is defined by this Code for all cases of calculating the average wages.

To calculate the average wages all types of payments stipulated by the system of remuneration of labour in the company are used regardless the sources of payment.

In any working schedule the calculation of the average employee's wages is made on the base of his actually calculated wages and his actually worked out time for the 12 months preceding the moment of payment.

The average daily wages to pay for the leaves and to compensate for the unused leave are calculated for the last three calendar months by dividing the calculated sum of the wages by 3 and by 29.6 (the average monthly number of calendar days).

The average daily payment to pay for the leave given in working days in cases stipulated by the present Code as well as to pay compensations for unused leaves is calculated by dividing the sum

of the calculated wages by the number of working days according to the six days' working week calendar.

The collective agreement can make provision for other periods for calculating the average wages as well, if it does not worsen the employees' situation.

The peculiarities of the procedure for calculating the average wages set by this Article are defined by the Government of the Russian Federation considering the opinion of Russia's tripartite panel on social and labour relationship adjustment.

### **Article 140. Payment at dismissal**

On termination of the labour contract all the sums, which are due to the employee by the employer are paid on the day of the employee's dismissal. If the employee did not work on the dismissal day, the corresponding sums must be paid not later than on the next day after presenting by the dismissed employee the demand for paying.

In case of a dispute about the amount of the sums which have to be paid to the employee at his dismissal the employer is obliged to pay the sum undisputed by him on the day stipulated in this Article.

### **Article 141. Payment of wages not received by the day of the employee's death**

The wages not received by the day of the employee's death are to be paid to the members of his family or the individual who was dependent on the deceased for support on the day of his death. The wages are to be paid within a week from the day of submitting the required documents to the employer.

### **Article 142. Responsibility of the employer for breaking the time of payment of wages and other sums which are due to the employee**

The employee and (or) representatives of the employer authorized by him in accordance with established procedure who committed the delay in payment of wages and other violations of remuneration of labour carry responsibility according to the present Code and other federal laws.

In case of delay in payment for the period exceeding 15 days, having submitted a written notification to the employer The employee has the right to suspend work for the whole period until the payment of the delayed sum. Suspension of work is not allowed:

- in periods of introducing the state of emergency, martial law or special measures in accordance with the laws on the state of emergency;
- in bodies and organizations of Armed Forces of the Russian Federation, other military, militarized and other units and organizations responsible for the country defence and security of the state, wrecking, search and rescue, and fire prevention operations, work on prevention or liquidations of natural disasters and emergency situations, in law-enforcement bodies;
- to civil servants;
- in organizations directly servicing extremely dangerous types of production and equipment;
- in organizations connected with the provision of vital activity for people (power supply, central heating, water supply, gas supply, communications, ambulance and first medical aid).

### **Article 143. Tariff system of remuneration of labour**

Tariff system of remuneration of labour includes: base wage rates (salaries), tariff scale, tariff coefficients.

The complexity of operations to be fulfilled is defined on the basis of their rating.

Work rating and the awarding of wage categories to the employee is done in accordance with the Common Rate Book for Work and Workers' Jobs, the Common Qualification Book of Posts for Executives, Specialists and Clerks. These books and rules of their usage are approved in accordance with the procedure established by the government of the Russian Federation.

Tariff system of remuneration of labour for the employees of the organizations financed from budgets of all levels is established on the basis of the common tariff scale for remuneration of labour of budgetary worker which is approved in accordance with the procedure established by the federal law and which is the guarantee of remuneration of labour of budgetary workers. Tariff system of remuneration of labour of employees in other organizations may be

defined by collective agreements, contracts considering common rate books and state guarantees of remuneration of labour.

#### **Article 144. Stimulating payments**

The employer has the right to establish different premium systems, stimulating extra payments and allowances considering the opinion of the employees' representative body. The abovementioned systems may be established by collective agreements as well.

The procedure and terms of using stimulating and compensating payments (extra payments, premiums, allowances) in the organizations financed from the federal budget are defined by the Government of the Russian Federation, in organizations financed from the budget of a subject of the Russian Federation they are defined by the bodies of state power of this subject of the Russian Federation, and in the organizations financed from the local budget they are defined by the bodies of local self-management.

#### **Article 145. Remuneration of labour of company directors, their deputies and chief accountants**

Remuneration of labour of company directors, their deputies and chief accountants in organizations financed from the federal budget is made in accordance with procedure and in the amounts defined by the Government of the Russian Federation, and in the organizations financed from the budget of a subject of the Russian Federation it is made by the bodies of state power of this subject of the Russian Federation and in the organizations financed from the local budget it is made by the bodies of local self-management.

The amount of remuneration of labour of directors, their deputies and chief accountants of other organizations is defined on the agreement of the parties of the collective agreement.

#### **Article 146. Remuneration of labour under special conditions**

Remuneration of labour of employees involved in hard work, in work with harmful, dangerous and other special labour conditions is made in increased amounts.

Remuneration of labour of employees involved in work in the localities with special climatic conditions is also made in increased amounts.

### **Article 147. Remuneration of labour of employees involved in hard work, in work with harmful and (or) dangerous and other special labour conditions**

Remuneration of labour of employees involved in hard work, in work with harmful and (or) dangerous and other special labour conditions is made in increased amounts as compared to base wage rates (salaries) established for various jobs with standard labour conditions, but not lower than the amounts defined by laws and other standard legal acts.

The list of kinds of hard work, jobs with harmful and (or) dangerous and other special labour conditions is defined by the Government of the Russian Federation considering the opinion of Russia's tripartite panel on social and labour relationship adjustment. Pay rise on the abovementioned grounds is made by the results of the attestation of working places.

The exact amounts of increased wages are defined by the employer considering the opinion of the employees' representative body or by the collective agreement, labour contract.

### **Article 148. Remuneration of labour for the jobs in the localities with special climatic conditions**

Remuneration of labour for the jobs in localities with special climatic conditions is made in accordance with the procedure and in the amounts not lower than those defined by laws and other standard legal acts.

### **Article 149. Remuneration of labour in other cases of performing work under conditions different from normal**

When performing work under labour conditions different from normal (performing work of different qualifications, job combining, work beyond the normal length of working hours, work at night, on non-working holidays and other cases), the employee is paid extra allowances stipulated by the collective agreement, labour contract. The amount of extra allowances cannot be lower than those established by laws or other standard legal acts.

### **Article 150. Remuneration of labour when performing work requiring different qualifications**

When the employee with payment per hour performs work of different qualifications he is paid as for the work requiring the higher qualifications.

When the employee with a piece-rate pay performs work of different qualifications he is paid at the rates of the work he performs.

In cases when considering the type of production the employee with a piece-rate pay is requested to perform work rated lower than his awarded grade the employer is obliged to pay the difference between the grades.

### **Article 151. Remuneration of labour when combining jobs and performing the duties of a temporarily absent employee**

The employee who works for the same employer and performs along with his main job stipulated by the labour contract, additional job (post) or performs the duties of a temporarily absent employee without relieving of his main post is paid extra pay for combining jobs (posts) or for performing the duties of a temporarily absent employee.

The amount of extra pay for combining jobs (posts) or performing the duties of a temporarily absent employee is established on the agreement of the parties of the labour contract.

### **Article 152. Remuneration of labour beyond the normal length of working hours**

Payment for overtime work should be half as much again for the first two hours of work not less than at twofold rate for the subsequent hours. The concrete amount of payment for overtime work may be defined by the collective agreement or the labour contract. At the employee's request, instead of an increased payment his overtime work may be compensated by granting additional time for rest but not less than the time worked out overtime.

Work beyond the normal length of working hours is paid depending on worked out time or output

### **Article 153. Remuneration of labour on days off and non-working holidays**

Work on a day off and on a non-working holiday is to be paid not less than in the twofold amount:

- for a piece worker -not less than at twofold piece-work rates;
- for employees whose labour is paid at daily or hourly rates- in the amount not less than a dual daily or hourly rate;
- for employees receiving a monthly salary - in the amount not less than a single daily or hourly rate above the salary, if the work on a day off and on a non-working holiday was done within a monthly rate of working hours and in the amount not less than a dual hourly or daily rate above the salary if the work was done above the monthly rate.

According to the wish of the employee who worked on a day off or on a non-working holiday he may be given another day off. In this case the work on a non-working holiday is paid at a single rate, but the day off is not paid.

Remuneration of labour on days off and on non-working holidays of creative workers of organizations of cinematography, theatres, theatre and concert organizations, circuses and other individuals taking part in the creation and (or) performing works of art, professional sportsmen in accordance with the list of professions defined by the Government of the Russian Federation considering the opinion of Russia's tripartite panel on social and labour relationship adjustment, may be defined on the basis of the labour contract, collective agreement or local standard act of the organization.

#### **Article 154. Remuneration of labour at nights**

Every hour of work at night is to be paid in the increased amount as compared to the work in normal conditions but not less than the amount defined by laws and other standard legal acts.

The concrete amounts of the increase are defined by the employer considering the opinion of the employees' representative body, collective agreement, labour contract.

#### **Article 155. Remuneration of labour when labour rates (functions) are not fulfilled**

When labour rates (functions) are not fulfilled through the employer's fault payment is made for actually worked out time or

the work done but not less than the average wages of the employee calculated for the same period of time or for the work done.

When labour rates (functions) are not fulfilled for the reasons, which do not depend on the employer and employee, at least two-thirds of the base wage rate (salary) are reserved for the employee.

When labour rates (functions) are not fulfilled through the employee's fault payment of the rated part of wages is made in accordance with the amount of work done.

### **Article 156. Remuneration of labour when manufacturing faulty products**

Faulty products produced through no fault of the employee are paid for as good products.

Entirely faulty products through the employee's fault are not paid.

Partly faulty products through the employee's fault are paid at reduced rates depending on the degree of product suitability.

### **Article 157. Payment of downtime**

Downtime (Article 74) through the employer's fault if the employee informed the employer in writing about the beginning of the downtime, is paid in the amount of not less than two-thirds of the employee's average wages.

Downtime on the reasons, which do not depend on the employer and the employee, if the employee informed the employer in writing about the beginning of a downtime, is paid in the amount of not less than two-thirds of the base wage rate (salary).

Downtime through the employee's fault is not paid.

### **Article 158. Remuneration of labour while mastering new production (products)**

The collective agreement or labour contract may stipulate reservation of the employee's previous salary for him for the period of mastering new production (products)

## **CHAPTER 22. RATING OF WORK**

### **Article 159. General statements**

The employees are guaranteed:

- state assistance to the system organization of rating of work;
- use of the systems of rating of work defined by the employer considering the opinion of the elected trade union body or established by the collective agreement.

### **Article 160. Labour norms**

Labour norms - standard output, time, servicing norms - are established for employees in accordance with the achieved level of engineering, technology, organization of production and labour.

Labour norms may be revised as they improve or new equipment and technologies are introduced, organizational or other measures, providing an increased productivity are conducted, as well as in case of using worn-out and obsolete equipment.

The achievement of high level of production output (providing services) by some employees due to the use of new methods of work on their own initiative and the improvement of working places cannot be considered as the ground for revising the previously established labour norms.

### **Article 161. Development and approval of standard labour norms**

Standard (intersectoral, professional and other) labour norms can be developed and established for similar jobs. Standard labour norms are developed and approved in accordance with the procedure established by the Government of the Russian Federation.

### **Article 162. Introduction, change and revision of labour norms**

Local standard acts providing the introduction, change and revision of labour norms are to be accepted by the employer considering the opinion of the employees' representative body.

The employees must be informed about the introduction of new labour norms not later than two months ahead.

### **Article 163. Providing normal working conditions to fulfill output standards**

The employer is obliged to provide normal conditions for the employees to fulfill output standards. These conditions include:

- good state of premises, facilities, machines, machine-tool attachments and equipment;
- timely provision of technical and other documentation required for work;
- proper quality of materials, tools and other means and items required to fulfill work, their timely delivery to employees;
- working conditions conforming to job safety rules and production security.

## **SECTION VII. QUARANTEES AND COMPENSATIONS**

### **CHAPTER 23. GENERAL STATEMENTS**

#### **Article 164. Concept of guarantees and compensations**

Guarantees are means, ways and conditions which help the employee to exercise his or her rights in the sphere of social and labour relations.

Compensations are monetary payments, established to compensate employee's expenditures in connection with his fulfilling labour and other duties defined by the federal law.

#### **Article 165. Cases of providing guarantees and compensations**

Apart from general guarantees and compensations stipulated by the present Code (guarantees at recruiting, at transferring to another job, at remuneration of labour and others) the employees are provided guarantees and compensations in the following cases:

- when being sent on business trips;
- when moving to another place to work;
- when fulfilling state and social duties;
- when combining work and study;
- at forced cessation of work through no fault of the employee;
- when being granted the annual paid leave;
- in some cases of the labour contract termination;
- in connection with the delay in giving out the work-book through the employer's fault when dismissing the employee;
- in other cases defined by the present Code and other federal laws.

When providing guarantees and compensations all payments are made at the expense of the employer. Bodies and organizations in the interest of which the employee fulfils his state or social responsibilities (jurymen, donors and others) make payments to the employee in accordance with the procedure and terms defined by the present Code, federal laws and other standard legal acts of the Russian Federation. In these cases the employer sets the employee free of his main job for the period of performing state or social duties.

## **CHAPTER 24. GUARANTEES AT SENDING EMPLOYEES ON BUSINESS TRIPS AND RELOCATION**

### **Article 166. Concept of a business trip**

A business trip is the employee's trip on the employer's order for a certain period of time to perform official duties outside the place of the permanent job. Business trips of employees whose permanent job is done while travelling or is of a travelling character are not considered as business trips.

### **Article 167. Guarantees at sending employees on business trips**

When being sent on a business trip the employee is guaranteed the reservation of his working place (post) and the average wages as well as compensation for expenses connected with the business trip.

### **Article 168. Compensation for expenses connected with the business trip**

In case of sending the employee on a business trip the employer is obliged to compensate him:

- traveling expenses;
- lodging costs;
- additional expenses connected with living outside the permanent place of residence (per diem subsistence allowance);
- other expenses made by the employee with the consent of the employer.

The procedure and the amount of the compensation for expenses connected with business trips are defined by the collective agreement or the local standard act of the organization. The

amounts of compensations cannot be lower than the amounts defined by the Government of the Russian Federation for the organizations financed from the federal budget.

### **Article 169. Compensation for relocation expenses**

When the employee moves to a new place to work on the agreement with the employer the latter is obliged to compensate the employee:

- travelling expenses for the employee, members of his family and transporting his luggage (except for the cases when the employer provides the employee with proper means of transport);
- expenses for settling in a new place of residence.

The concrete amounts of compensations for expenses are defined by the agreement of the parties of the labour contract but they cannot be lower than the amounts defined by the Government of the Russian Federation for the organizations financed from the federal budget.

## **CHAPTER 25. GUARANTEES AND COMPENSATIONS FOR THE EMPLOYEES WHEN PERFORMING THEIR STATE OR SOCIAL DUTIES**

### **Article 170. Guarantees and compensations for the employees involved in performing their state and social duties**

The employer is obliged to relieve the employee of his work with the reservation of his working place (post) for the period of his or her performing state and social duties if these duties must be performed during working hours in accordance with the federal law.

The state body or social organization which involved the employee in performing state and social duties in cases stipulated by part I of this Article is to pay compensation to the employee for the period of performing these duties in the amount defined by law, other standard legal acts or by the decision of the corresponding social association.

### **Article 171. Guarantees for the employees chosen to serve on trade unions and committees on labour disagreements**

Guarantees for the employees chosen to serve on trade unions who are not relieved of fulfilling their labour duties and the procedure of their dismissal are defined by corresponding sections of the present Code.

The members of the committee on labour disputes are given free of work time to participate in the work of this committee with preservation of the average wages.

The procedure of dismissing employees chosen to serve on committees on labour disputes is defined by Article 373 of this Code.

### **Article 172. Guarantees for the employees chosen to serve on elective posts in state bodies, and bodies of local self-management**

Guarantees for the employees relieved of work as a result of their choosing to serve on elective posts in state bodies and bodies of local self-management are defined by laws, regulating the status and activities of these persons.

## **CHAPTER 26. GUARANTEES AND COMPENSATIONS FOR THE EMPLOYEES COMBINING WORK AND STUDY**

### **Article 173. Guarantees and compensation for the employees combining work and study in higher educational institutions and for the employees entering these educational institutions**

The employees who were sent to study by the employer or who entered independently a higher education institution having a state accreditation regardless of their organizational and legal forms of studies: by correspondence, full-time and correspondence (evening), and who study successfully in these institutions are given an additional leave by the employer with preservation of the average wages for:

- taking intermediate attestation in the first and second year - 40 calendar days each, and each of the following years - 50 calendar days (at mastering the main curricula of higher professional education in shortened terms during the second year - 50 calendar days);
- preparation and defending the final qualification paper and taking final state exams - four months;

- taking final state exams - one month.

The employer is obliged to grant a leave without pay to:

- employees admitted to entrance tests in educational institutions of higher professional education - 15 calendar days;
- employees attending preparation courses in educational institutions of higher professional education before taking final exams - 15 calendar days;
- employees taking full-time training in higher professional education institutions with a state accreditation and combining work and study to take intermediate attestation - 15 calendar days during an academic year, to prepare and defend the final qualification paper and to take final state exams - four months, to take final state exams - one month.

Once during an academic year the employer is to pay for a return ticket to the place of the location of this education institution to the employees taking training by correspondence in educational institutions of higher professional education having a state accreditation.

The employees taking training by correspondence or full-time and by correspondence (evening) training in higher professional education institutions having a state accreditation may have a working week shortened by 7 hours, on their wish, for the period of ten academic months before the beginning of preparing a degree thesis. During the period of relieving of work the employees are paid 50 per cent of the average wages for their main work but not less than the minimum amount of remuneration of labour.

On the agreement between the parties of the labour contract the working hours may be reduced by giving the employee one day off a week or by shortening the length of working hours during the week.

Guarantees and compensations for employees combining work and study in higher professional education institutions which do not have a state accreditation are established by the collective agreement or labour contract.

**Article 174. Guarantees and compensations for the employees studying in secondary education institutions and for the employees entering these institutions**

The employees who were sent to study by the employer or who entered independently a secondary education institution having a state accreditation regardless of their organizational and legal forms of studies: by correspondence, full-time and correspondence (evening), and who study successfully in these institutions are given an additional leave by the employer with preservation of the average wages for:

- taking intermediate attestation in the first and second year - 30 calendar days each, and each of the following years - 40 calendar days;
- preparation for and defending the final qualification paper and taking final state exams - two months;
- taking final state exams - one month.

The employer is obliged to grant a leave without pay to:

- employees admitted to entrance tests in educational institutions of higher professional education having a state accreditation - 10 calendar days;
- employees taking full-time training in secondary professional education institutions having a state accreditation and combining work and study to take intermediate attestation - 10 calendar days during an academic year, to prepare and defend the final qualification paper and to take final state exams - two months, to take final state exams - one month.

Once during an academic year the employer pays for a return ticket to the place of the location of this education institution to the employees taking training by correspondence in educational institutions of secondary professional education having a state accreditation in the amount of 50 per cent of the fare.

The employees taking training by correspondence or full-time and by correspondence (evening) training in secondary professional education institutions having a state accreditation may have a working week shortened by 7 hours, at their request, for the period of ten academic months before the beginning of preparing a degree thesis. During the period of relieving of work the employees are paid 50 per cent of the average wages for their main work but not less than the minimum amount of remuneration of labour.

On the agreement between the parties of the labour contract the working hours may be reduced by giving the employee one day off

a week or by shortening the length of working hours during the week.

Guarantees and compensations for employees combining work and study in secondary professional education institutions which do not have a state accreditation are established by the collective agreement or labour contract.

### **Article 175. Guarantees and compensations for the employees studying in educational institutions of elementary professional training**

The employees studying successfully in educational institutions of elementary professional training regardless their organizational and legal forms are given additional leaves with preservation of the average wages for taking examinations for the period of 30 calendar days during one year.

Guarantees and compensations for the employees combining work and study in educational institutions of elementary professional training which do not have a state accreditation are defined by the collective agreement or the labor contract

### **Article 176. Guarantees and compensations for the employees studying in evening (shift) general educational institutions**

The employees studying successfully in evening (shift) general educational institutions having a state accreditation regardless their organizational and legal forms are given by the employer additional leaves preserving the average wages for taking final exams in the IX form for the period of 9 calendar days, and in the XI (XII) form for the period of 22 calendar days.

Guarantees and compensations for the employees combining work and study in evening (shift) general education institutions that don't have a state accreditation are defined by a labor or collective contract.

The employees studying in evening (shift) general education institutions may have a working week shortened by one day at their request or by the number of working hours corresponding to this day. During the period of relieving of work these employees are paid 50 per cent of the average wages for their main job, but not less than the minimum amount of remuneration of labour.

## **Article 177. Procedure of granting guarantees and compensations to the employees combining work and study**

Guarantees and compensations for the employees combining work and study are to be granted on receiving an education of the appropriate level for the first time.

Annual paid leaves can be added to the additional leaves stipulated by Articles 173-176 of the present Code on the agreement between the employer and the employee.

The employee combining work and study in two educational institutions simultaneously may be granted guarantees and compensations only in connection with studying in one of these educational institutions (on the employee's choice).

## **CHAPTER 27. GUARANTEES AND COMPENSATIONS FOR THE EMPLOYEES ON CANCELLING THE LABOUR CONTRACT**

### **Article 178. Dismissal allowances**

On canceling the labour contract in connection with liquidation of the organization (Article 81 point 1) or reducing the number of permanent staff (Article 81 point 2) the employee to be dismissed is paid a dismissal allowance in the amount of the average monthly wages. His or her average monthly wages are preserved for the period of taking up a job but not more than for two months from the date of dismissal (considering a dismissal allowance).

In exceptional cases the average monthly wages are preserved for the employee during the third month from the date of dismissal on the base of the decision made by the employment agency providing that the employee applied to this employment agency within two weeks after dismissal but was not placed in a job.

The dismissal allowance in the amount of the average wages for two weeks' period is to be paid on canceling the contract in connection with:

- the employee's non-conforming to the post held or the work being done due to poor health which hinders further fulfilling the work (Article 81, point 3a);
- ordering the employee to join the army or sending him to an alternative civil service (Article 83, point 1);

- the employee's reinstatement in the job which he did before (Article 83, point 2);
- the employee's refusal to be transferred due to the employer's moving to another locality (Article 77, point 9).

The collective agreement or labour contract may stipulate other cases of paying dismissal allowance as well as establish increased amounts of dismissal allowances.

### **Article 179. Preferential right to retain the job on reducing the number of staff of the organization**

On reducing the number of staff, employees having higher qualifications and higher productivity are granted a preferential right to retain the job.

If employees have equal qualifications and productivity rates the preference is given to:

- married employees having two or more dependants (disabled members of the family who are dependent on the employee for support or who receive assistance from him which is the only source of means of subsistence for them);
- employees in whose families there are no other employees having independent earnings;
- employees who got a maiming in work or a professional disease in this organization;
- invalids of the Great Patriotic War and invalids of military actions in defending the Motherland;
- employees sent by the employer to improve their qualifications while continuing their work.

The collective agreement may stipulate other categories of employees who may be granted the preferential right to retain the post while having equal qualifications and productivity rates with others.

### **Article 180. Guarantees and compensations for the employees in closing down an organization, reducing the number of staff**

When reducing the number of permanent employees or the staff in the organization the employer is obliged to offer an employee another available job (a vacant post) in the same organization according to his qualifications.

The employees are to be warned about the forthcoming dismissal resulting from liquidation of the organization or reducing the number of permanent employees or the staff in the organization, personally, putting his sign for the notice, two months at latest before the dismissal.

The employer has the right to cancel the labour contract with the employee without a warning about his dismissal two months at latest before the dismissal, with the simultaneous payment of additional compensation in the amount of two months' average wages with the employee's written consent.

Under the threat of mass redundancies the employer considering the opinion of the elected trade union body takes necessary measures stipulated by the present Code, other federal laws, the collective agreement, the contract.

Article 181. Guarantees to the director of an organization, his deputies and the chief accountant on canceling the labour contract in connection with the change of the owner of an organization

In case of canceling the labour contract with the director of the organization, his deputies and the chief accountant in connection with the change of the owner of the organization the new owner is obliged to pay a compensation in the amount not less than three average monthly salaries to the said employees.

## **CHAPTER 28. OTHER GUARANTEES AND COMPENSATIONS**

### **Article 182. Guarantees on transferring the employee to another permanent less paid job**

When transferring the employee to another permanent less paid job in connection with the medical certificate stating that he needs another job, his previous average wages are preserved for him for the period of one month from the date of transference, and when transferring results from maiming at work, a professional disease or other damage to health connected with work, the previous average wages are preserved until defining a stable loss of the professional ability to work or until the employee's recovery.

### **Article 183. Guarantees for employees at temporary disability**

At temporary disability the employer is to pay the employee a sick leave allowance in accordance with the federal law.

The amounts of sick leave allowances and terms of their payment are defined by the federal law.

#### **Article 184. Guarantees and compensations in case of industrial accidents and professional diseases**

In case of damage to health or the employee's death resulted from the industrial accident or the professional disease, the employee (his family) is to be paid the lost earnings (income) as well as extra costs for medical social and professional rehabilitation associated with the health damage or the appropriate costs in view of the employee's death.

Types, amounts and terms of granting guarantees and compensations in these cases are defined by the federal law.

#### **Article 185. Guarantees for the employees who are sent to medical examination**

The employees who are obliged to undergo medical examination in accordance with the present Code are to be paid the average wages for the period of undergoing medical examination.

#### **Article 186. Guarantees and compensations for the employees in case of their giving blood and its components**

The employee is released from work on the day of giving blood and its components as well as on the day of medical examination connected with it.

If the employee came to work on the day of giving blood on the agreement with the employer (except hard work and work with harmful and (or) dangerous labour conditions when the employee's coming to work is impossible) he is to be given another day off at his request.

In case of giving blood and its components during the period of the annual paid leave, on a day off or on a non-working holiday the employee is to be given another day off at his request.

After each day of giving blood and its components the employee is to be given an additional day off. This day off may be added to the annual paid leave at the employee's request or used at other time

within the calendar year after the day of giving blood and its components.

In case of giving blood and its components on the gratuitous basis the employer is to preserve for the employee his average wages for the days of giving blood and the granted days off.

### **Article 187. Guarantees and compensations for employees who are sent by the employer to improve their qualifications**

When the employer sends the employee to improve his or her qualifications with giving up his or her work the employer reserves the employee's working place (post) and the average wages for the main job. The employees who are sent to improve their qualifications with giving up work to another locality are paid travelling allowance in accordance with the procedure and in the amounts provided for the employees sent to business trips.

### **Article 188. Compensation for expenses when using personal property of the employee**

When the employee uses his personal property with the employer's consent and knowledge and in the employer's interests the employee is to be paid compensation for the use, wearout (depreciation) of the tool, personal transport, equipment and other technical means and materials belonging to the employee, as well as compensation for costs resulted from their use. The amount of compensations for expenses is defined by the agreement of the parties of the labour contract expressed in writing.

## **SECTION VIII. LABOUR ROUTINE. LABOUR DISCIPLINE**

### **CHAPTER 29. GENERAL STATEMENTS**

### **Article 189. Labour routine and labour discipline in the organization**

Labour discipline means following the rules of behaviour, defined by the present Code, other laws, the collective agreement, agreements, the labour contract, local standard acts of the organization, which is obligatory for all the employees.

In accordance with the present Code, laws, other standard legal acts, the collective agreement, agreements, local standard acts containing labour law norms, and labour contract, the employer is

obliged to create conditions for maintenance of labour discipline by employees.

Labour routine in the organization is defined by internal labour regulations.

Internal labour regulations of the organization are a local standard act of the organization regulating in accordance with the present Code and other federal laws the procedure of recruiting and dismissing employees, main rights, duties and responsibilities of parties of the labour contract, working day routine, time for rest, means of encouragement and punishment applied to employees as well as other points of regulating labour relations in the organization.

For some categories of employees there are rules and regulations on discipline approved by the Government of the Russian Federation in accordance with federal laws.

### **Article 190. Procedure of Establishing Rules of Organization's Internal Labor Regulations**

Rules of organization's internal labor regulations are established by the employer with opinion of organization employees' representative body taken into account.

Rules of organization's internal labor regulations usually present an addendum to the collective agreement.

## **CHAPTER 30. LABOR DISCIPLINE**

### **Article 191. Labor Stimulation**

The employer stimulates the employees diligently performing their work duties (thanks them officially, pays them a merit bonus, awards them with valuable presents, certificates of honor, puts them forward for the title "Best in Profession").

Other kinds of employees' good work stimulation are specified in the collective agreement or in the rules of organization's internal labor regulations, as well as in the charters and discipline regulations. For special labor services to the society and state employees can be put forward for state awards.

### **Article 192. Disciplinary Penalties**

For committing disciplinary delinquency, i.e. for employee's non-execution or improper execution, through his own fault, of his professional duties the employer is entitled to impose upon him the following disciplinary penalties:

1. reprimand;
2. reproof;
3. dismissal on the applicable ground.

Federal laws, charters and discipline regulations for certain categories of employees may also presuppose other disciplinary penalties.

Disciplinary penalties that are not stated in federal laws, charters or discipline regulations are prohibited.

### **Article 193. Procedure of Imposing Disciplinary Penalties**

Before imposing a disciplinary penalty upon the employee, the employer is to demand of him a written explanation. If the employee refuses to submit such an explanation, a statement is drawn up.

The employee's refusal to submit an explanation does not prevent imposition of a disciplinary penalty on him. A disciplinary penalty must be imposed on the employee within one month from the date the delinquency was discovered, excluding the time of employee's illness or leave, and the time necessary to consider the opinion of the employees' representative body.

A disciplinary penalty cannot be imposed on the employee after six months have passed from the date the delinquency was committed; if the penalty is based on the results of a revision, a financial and business activity inspection, or auditing, it cannot be imposed after two years have passed from the date the delinquency was committed. The aforementioned periods do not include the time of the criminal case procedures.

Only one disciplinary penalty may be imposed on the employee for each disciplinary delinquency.

The employer's order (direction) of imposing a disciplinary penalty upon an employee is announced to the latter against receipt within three working days from the date of issue. If the employee refuses to sign the order (direction), a statement is drawn up.

The employee can lodge a complaint against the disciplinary penalty in state labor inspections or bodies authorized to view individual trade disputes.

#### **Article 194. Remission of Disciplinary Penalty**

If a new disciplinary penalty is not imposed upon the employee within one year from the date the previous disciplinary penalty was imposed on him, he is considered to have no disciplinary penalties.

The employer has a right to remove the disciplinary penalty from the employee before one year has passed from the date the disciplinary penalty was imposed on the latter, of employer's own accord, upon the employee's own request or that of his immediate chief or the employees' representative body.

#### **Article 195. Calling to Disciplinary Account the Organization Head and His Deputies upon Demand of the Employees' Representative Body**

The employer is to consider the employees' representative body application stating that labor laws and other normative legal acts, collective contract or agreement terms are being violated by the organization head and/or his deputies, and to report the results to the employees' representative body.

If there is justification for such violations, the employer is to impose upon the organization head and/or his deputies a disciplinary penalty, including their dismissal.

### **SECTION IX. PROFESSIONAL TRAINING, RETRAINING, AND PROFESSIONAL DEVELOPMENT OF EMPLOYEES**

#### **CHAPTER 31. GENERAL STIPULATIONS**

#### **Article 196. Employer's rights and obligations with respect to personnel training and retraining**

The employer defines the necessity of personnel professional training and retraining for own needs.

The employer carries out the employees' professional training, retraining, professional development, and learning a second profession in the organization, and if necessary, - in elementary, secondary, higher professional and additional educational

institutions on conditions and in order that are stated in the collective contract, agreements, and labor contract.

The forms of the employees' professional training, retraining, and professional development, as well as the list of professions and specialities in demand are defined by the employer with opinion of the employees' representative body taken into account.

In certain cases that are stipulated in federal laws and other normative legal acts, the employer must carry out the employees' professional development, if it presents a condition allowing the employees to perform certain kinds of activities. The employer is to create necessary conditions for employees doing their professional training, allowing them to combine work with study, and to provide guarantees stipulated in this Code, other normative legal acts, the collective contract, agreements, and labor contract.

### **Article 197. Employees' Right for Professional Training, Retraining, and Professional Development**

Employees have a right for professional training, retraining, and professional development, including learning new professions and specialities.

The aforementioned right is implemented by concluding an additional contract between the employee and employer.

## **CHAPTER 32. TRAINING AGREEMENT**

### **Article 198. Training Agreement**

The employer has a right to conclude a training agreement for professional training with a person seeking job, and a training agreement for in-service retraining with the organization employee.

Training agreement with a person seeking job is civil, and is regulated by the civil law and other acts stipulating propositions of civil law. Training agreement with the organization employee is additional to the labor contract, and is regulated by labor law and other acts stipulating propositions of labor contract.

### **Article 199. Contents of Training Agreement**

A training agreement must contain the following: names of the parties; concrete profession, speciality, and qualification acquired by the trainee; the employer's obligation to provide the employee with

opportunity to train in accordance with the training agreement; the employee's obligation to undergo training, and to work for the employer under labor contract, according to the acquired profession, speciality and qualification within the time period stated in the training agreement; the time of training; the employee's salary during the training period.

A training agreement may contain other terms defined by parties.

### **Article 200. Time and Form of Training Agreement**

A training agreement is concluded for the time period necessary for acquiring the profession, speciality, and qualification.

A training agreement is concluded in written form in two exemplars.

### **Article 201. Validity of Training Agreement**

A training agreement comes into force from the date stated in this agreement, and is valid within the time period for which it is concluded.

Validity time of a training agreement may be prolonged for the time of the trainee's illness, his participation in periodical military training, and in other statutory cases and cases statutable by normative legal acts.

Within validity time of a training agreement its contents may be changed only upon parties' mutual agreement.

### **Article 202. Organization Forms of Training**

Training is organized in individual, brigade, course and other forms.

### **Article 203. Time of Training**

Time of training during the week must not exceed working time norms defined for employees of corresponding age, profession, and speciality when performing corresponding kinds of work.

Employees doing their training in the organization may, upon mutual agreement with the employer, be excused of the work assigned to them by the labor contract or do this work on part-time basis.

Within validity time of the training agreement employees cannot be made to work overtime or sent on business trips that are not related to their training.

#### **Article 204. Salary in the Period of Training**

During the period of training trainees are paid a stipend in the amount stated in the training agreement and depending on the profession, speciality or qualification they are training for, but no less than the statutory floor wage.

The work done by the trainee during practical training is paid for according to the statutory rate.

#### **Article 205. Application of Labor Legislation to Trainees**

Labor legislation, including labor safety legislation, is applicable to trainees.

#### **Article 206. Invalidity of Training Agreement Terms**

Terms of a training agreement that contradict this Code, collective contract, and/or agreements are invalid and are not applicable.

#### **Article 207. Trainees' Rights and Duties upon Completion of Training**

Persons successfully completed their training, when concluding a labor contract with the employee under contract with whom they did their training, do not undergo a trial work period.

If upon completion of training the trainee defaults on his obligations under the training agreement without reasonable excuse, including setting to work, he, upon the employer's demand, returns him the stipend he received during the time of training, and compensates for other expenses related to the training the employer bore.

#### **Article 208. Grounds for Terminating a Training Agreement**

A training agreement is terminated on the grounds statutable for termination of a labor contract.

### **SECTION X. LABOR SAFETY**

## **CHAPTER 33. GENERAL STIPULATIONS**

## **Article 209. Basic Notions**

Labor safety is a system of employees' life and health preservation in the process of their work activity, including legal, socioeconomic, efficiency, sanitary-and-hygiene, treatment-and-prophylactic, rehabilitational, and other measures.

Working conditions mean a set of industrial environment and labor process factors influencing employee's working capacity and health.

Harmful industrial factor is an industrial factor the influence of which on an employee may lead to his illness.

Dangerous industrial factor is an industrial factor the influence of which on an employee may lead to his trauma.

Safe working conditions mean working conditions excluding influence of harmful and/or dangerous industrial factors on employees; if such factors are present, the level of their influence on employees does not exceed statutory norms.

Working place is a place where the employee must be or where to he must arrive due to his work, and that is under the employer's direct or indirect control. Means of employees' individual and collective protection are technical means used to prevent or decrease influence upon employees of harmful and/or dangerous industrial factors, and to protect employees from contamination.

Conformity certificate of measures guaranteeing labor safety (safety certificate) is a document certifying conformance of measures taken by the organization in the sphere of labor safety to the statutory normative requirements of labor safety.

Industrial activity is a set of the employees' actions, including production and processing of various kinds of raw materials, construction, and service activities, with utilization of labor instruments necessary for turning the resources into the final product.

## **Article 210. Major Trends of State Policy in the Sphere of Labor Safety**

The major trends of the state policy in the sphere of labor safety are:

- ensuring the priority of employees' life and health preservation;
- enactment and implementation of federal labor safety laws and related normative legal acts of Russian Federation, labor safety laws and related normative legal acts of subjects of Russian Federation, and also purposive federal, trade, and territorial programs of improving labor conditions and safety;
- state administration of labor safety;
- state supervision and control over abidance of labor safety requirements;
- assistance to bodies of public control over observance of employees' rights and legitimate interests in the sphere of labor safety;
- investigation and registration of industrial accidents and professional diseases;
- defending legitimate interests of employees and their family members, if the former have suffered through industrial accidents and professional diseases, on the basis of employees' compulsory social insurance against industrial accidents and professional diseases;
- setting compensation rates for hard work and work under harmful and/or dangerous conditions unremovable on the contemporary technical level of industry and labor organization;
- coordinating various activities in the spheres of labor safety, environmental protection, and other kinds of economic and social activities;
- dissemination of advanced domestic and foreign experience in improving labor conditions and safety;
- participation of state in financing measures in the sphere of labor safety;
- training and professional development of experts in labor safety;
- arrangement of state statistical reports of labor conditions and occupational injuries, professional diseases and their financial implications;
- ensuring the functioning of a unified informational system of labor safety;
- international cooperation in the sphere of labor safety;
- pursuing an effective taxing policy that will stimulate creating safe labor conditions, development and implementation of safe technologies, producing means of employees' individual and collective protection;

- stating the order of providing employees with means of individual and collective protection, ablution, and treatment-and-prophylactic means at the employer's expense.

Implementation of the state policy major trends in the sphere of labor safety is ensured by coordinate actions of state bodies of Russian Federation, state bodies of subjects of Russian Federation, local government bodies, employers, employers' unions, trade unions, trade unions coalitions, and other representative bodies authorized by employers to deal with labor safety issues.

## **CHAPTER 34. LABOR SAFETY REQUIREMENTS**

### **Article 211. State Normative Labor Safety Requirements**

State normative labor safety requirements contained in federal labor safety laws and related normative legal acts of Russian Federation, labor safety laws and related normative legal acts of subjects of Russian Federation, define rules, procedures, and criteria aimed at employees' life and health preservation in the process of their work.

Labor safety requirements are obligatory for juridical and natural persons at performing all kinds of activities, including projection, construction (reconstruction), and exploitation of objects, designing machines, mechanisms, and other equipment, working-out of technological processes, production operation and labor organization.

The procedure of formulating and enacting of bylaw normative legal acts of labor safety, as well as the time period of their revision, are determined by the government of Russian Federation.

### **Article 212. Employer's Duties in Respect of Ensuring Labour Safety**

The duties in respect of ensuring labor safety in the organization are imposed on the employer.

The employer must ensure the following:

- employees' safety at exploiting buildings, edifices, equipment, instruments, raw produce and materials used in the production, and at executing technological processes;
- employees' using means of individual and collective protection;

- working conditions that meet labor safety requirements at every working place;
- employees' schedule in accordance with the laws of Russian Federation and the laws of subjects of Russian Federation;
- purchase at his own expense and distribution among employees working under harmful or dangerous conditions, doing work under specific temperature conditions, or doing work that inflicts contamination, of special working clothes, boots, and other means of individual protection, rinsing and neutralizing substances, according to the statutory norms; teaching employees' safe methods and ways of work and rendering first aid after industrial accidents; instructing employees on labor safety; organizing for employees practical study at workplace and examination of labor safety requirements and safe methods and ways of work knowledge;
- non-admission to work of persons who have not undergone, in the statutory order, training and instruction on labor safety, and have not done practical study and examination of labor safety requirements knowledge;
- control over labor conditions at working places and employees' correct usage of means of individual and collective protection;
- attestation of working places in respect of labor conditions with following certification of labor safety measures taken in the organization;
- organization at his own expense, in cases stated in this Code, of employees' compulsory preliminary (when hiring employees) and periodical (during employees' work time) medical examinations (surveys), as well as urgent medical examinations (surveys) upon employees' request and according to the medical comment, preserving employees' position and average earnings for the time of the aforementioned medical examinations (surveys); non-admission to work of employees' who have not undergone compulsory medical examinations (surveys), and/or in case there are any medical contraindications;
- informing employees of labor conditions and labor safety at their working place, of any existing risk to their health, and of all compensations and means of individual protection they are eligible to receive;
- providing state bodies of labor safety administration, state supervising and controlling bodies, trade unions bodies of control over labor law and labor safety abidance with information and documentation allowing them to exercise their powers;

- taking measures of precaution against emergencies; preserving employees' life and health in emergency situations, including rendering first aid to the injured;
- investigation and registration of industrial accidents and professional diseases as established in this Code and other normative legal acts;
- providing sanitary and treatment-and-prophylactic services for employees in accordance with labor safety requirements;
- unconstrained admission to the enterprise of state bodies of labor safety administration officers, state bodies of supervision and control over labor law and other normative legal acts containing labor law provisions abidance officers, Russian Federation Fund of Social Insurance bodies officers, and public controlling bodies representatives with a view to inspect the enterprise labor conditions and labor safety and to investigate industrial accidents and professional diseases;
- complying with orders of state bodies of supervision and control over labor law and other normative legal acts containing labor law provisions abidance officers, and considering representations of public controlling bodies within time periods stated in this Code and in other federal laws;
- employees' compulsory social insurance against industrial accidents and professional diseases;
- informing employees of labor safety requirements;
- working out and sanctioning labor safety instructions for employees, taking into account the opinion of elected trade union body or other employees authorized bodies;
- presence of normative legal acts assembly containing labor safety requirements in accordance with the specific character of enterprise activity.

### **Article 213. Medical Examinations of Some Categories of Employees**

Employees performing hard work and work under harmful and/or dangerous conditions (including underground workings), and work related to traffic flow undergo compulsory preliminary (at taking the job) and periodical (yearly for persons under 21) medical examinations (surveys) at the employer's expense in order to ascertain their suitability for performing the imposed work and prevent professional diseases. In compliance with medical comment the aforementioned employees also undergo urgent medical examinations (surveys).

Employees of food industry enterprises, public catering and trade, water-works, treatment-and-prophylactic and children's institutions, and of some other organizations undergo the aforementioned medical examinations (surveys) with population health protection and prevention of diseases origination and spreading in view.

Harmful and/or dangerous industrial factors and kinds of work that require preliminary and periodical medical examinations (surveys), as well as their procedures are defined in normative legal acts approved in the statutory order of the government of Russian Federation.

In case of necessity, individual enterprises may introduce, upon local government bodies decision, additional terms of and indications for employees' medical examinations (surveys).

Employees performing some kinds of work activities, including those related to hazard sources (harmful substances and adverse industrial factors), and employees working under hazardous conditions undergo compulsory psychiatric examination at least once in five years in the statutory order of the government of Russian Federation.

#### **Article 214. Employee's Duties in Respect of Labor Safety**

An employee's must:

- abide with the labor protection requirements established by the law and other legal regulations as well as by labor protection rules and instructions;
- use the means of individual and shared protection correctly;
- be trained how to use safe methods and techniques for execution of works on labor protection and how to give first aid in the event of production accidents, be instructed about labor protection, take a trainee course at the work station, and be checked for the knowledge of the labor protection requirements;
- notify his direct or higher-level supervisor immediately of any situation, which may be hazardous for people's life and health, of any accident, which occurred in production, or about deterioration of his health, including symptoms of an acute occupational disease/poisoning;
- take preliminary (prior to starting employment) and regular (in the course of employment) medical checkups/examinations.

## **Article 215. Compliance of production facilities and products to labor protection requirements**

Production facilities construction and reconstruction projects as well as machinery, gear as well as other production equipment and processes shall be in line with the labor protection requirements.

Construction, reconstruction, technical retooling of production facilities, manufacture and introduction of new equipment or introduction of new techniques shall be not allowed, unless findings are available after government examination of labor conditions stating that the projects indicated in the first part of this Article comply with the labor protection requirements.

New production facilities or those under reconstruction cannot be commissioned, unless findings of the relevant government bodies, which exercise supervision and control over compliance with the labor protection requirements, are available.

The use of harmful or dangerous substances, materials, products or goods and/or rendering of services, for which no metrological methods and means have been devised yet and no toxicological evaluation (in terms of health protection or medical and biological assessment) has been carried out, shall be not allowed in production.

If harmful or dangerous substances are to be applied, which are new or have been not used in the organization previously, the employer must agree the ways of preserving the employees' lives and health with the relevant bodies of government supervision and control over the compliance with the labor protection requirements, before he begins using the above mentioned substances.

Machinery, gear and other production equipment, vehicles, processes, materials and chemical agents, individual and shared means of employees' protection, including those of foreign make, shall comply with the health protection requirements established in the Russian Federation and be provided with certificates of compliance.

## **CHAPTER 35. ORGANIZATION OF LABOR PROTECTION**

### **Article 216. Government labor protection management**

Government labor protection management is exerted by the Government of the Russian Federation directly or on its behalf by the federal executive power body for employment and other federal executive power bodies.

The distribution of powers in the area of labor protection between the federal executive power bodies is effected by the Government of the Russian Federation.

The federal executive power bodies, which are entitled to perform individual functions of regulatory legal control and special authorization, supervision and control functions in the area of labor protection must have the decisions taken by them in the field of labor protection approved by as well as co-ordinate their activities with the federal executive power body for labor.

The government labor protection management on the territories of the Russian Federation subjects is pursued by the federal executive power bodies and the executive power bodies of the Russian Federation subjects in the field of labor protection within their authority.

### **Article 217. Labor protection service in organizations**

To assure compliance with the labor protection requirements and exert control over their implementation, a labor protection service shall be set up in every organization performing production activities with the number of over 100 employees, otherwise the position of a labor protection expert with appropriate training or work experience in this field shall be established.

In the organizations with the number of employees of 100 or less the decision about the formation of the labor protection service shall be taken by the employer with regard for the features peculiar to this organization's activities.

If there is no labor protection service/expert in the organization, the employer shall conclude an agreement with experts or organizations rendering services in the area of labor protection.

The structure of the labor protection service in the organization and the number of employees in the labor protection service shall be determined by the employer with regard for the recommendations from the federal executive power body for labor.

## **Article 218. Labor protection committees/commissions**

At the initiative of the employers and/or at the initiative of the employees or their representative body labor protection committees/commissions shall be set up in the organizations. They shall include on a par the representatives of employers, trade unions or other representative bodies commissioned by employees. The standard statute of the labor protection committee/commission shall be approved by the federal executive power body for labor.

The labor protection committee/commission shall organize joint actions of the employer and employees to assure the labor protection requirements, prevent production accidents and occupational diseases. It shall also organize and conduct inspections of the conditions and protection of labor, inform the employees on the results of these inspections and gather proposals on the relevant part of the collective labor protection agreement.

## **CHAPTER 36. ASSURANCE OF EMPLOYEES' RIGHTS TO LABOR PROTECTION**

### **Article 219. The employee's right to labor meeting the safety and health protection requirements**

Every employee has the right to:

- a working place meeting the labor protection requirements;
- mandatory social insurance against accidents in production and occupational diseases according to the federal law;
- obtain from his employer, the relevant government agencies and public organizations plausible information about the labor conditions and labor protection at his working place, the existing risk of damage to his health as well as about the protective measures against the impact of harmful and/or hazardous production factors;
- refuse to do the work, if there is a danger for his life and health due to the violation of the labor protection requirements, except for the cases envisioned by federal laws, until such a danger is eliminated;
- be provided with individual and shared protection means according to the labor protection requirements on the employer's account;
- be trained to use safe labor methods and techniques on the employer's account;

- be re-trained on the employer's account in the case that his working place is liquidated due to the violation of labor protection requirements;
- request for an inspection of labor conditions and labor protection at his working place by government supervision and control agencies overseeing the compliance with the labor and labor protection law, by employees carrying out public examination of labor conditions and/or by the trade union bodies exercising control over the compliance with the labor and labor protection law;
- apply on labor protection issues to Russian Federation state power bodies, Russian Federation's subjects' state power bodies, his employer, employers' associations and/or trade unions, their associations and other representative bodies commissioned by the employees;
- participate in person or his proxies in consideration of the issues relating to the assurance of safe working conditions at his working place and in the investigation of an accident in production, which has happened to him, or of his occupational disease;
- extraordinary medical checkup (examination) according to medical recommendations, while his working place (position) and average wage during said medical checkup (examination) shall be kept safe;
- compensations laid down by the law, collective bargain agreement or his employment contract, if he is engaged in hard work or work with harmful and/or dangerous labor conditions.

### **Article 220. Guarantees of employees' right to labor in conditions meeting labor protection requirements**

The government guarantees the employees protection of their right to labor in conditions meeting the labor protection requirements.

The labor conditions provided for in the employment contract shall meet the labor protection requirements.

The employee's workplace (position) and his average wage shall be kept safe for him for the period, when government supervision and control agencies overseeing the compliance with the labor law and other regulatory acts comprising labor law regulations may suspend the works due to violation of labor protection requirements through no fault of the employee.

If the employees refuses to do the work in the case that danger arises for his life and health, except for the cases provided for in federal laws, the employer shall grant the employee a different job, until such a danger is eliminated.

In the case that a different job cannot be granted to the employee for objective reasons, the employee's downtime prior to elimination of the danger to his life and health shall be paid for by the employer in line with this Code and other federal laws.

In the case that the employee is not provided with individual and shared protection means according to the established norms, the employer shall be not at liberty to demand that the employee should exercise his employment duties. If downtime arises for this reason, it shall be paid for by the employer in line with this Code.

The employee's refusal to do the work, if danger to his life and health arises due to the violation of labor protection requirements or if there is hard work or work under harmful and/or hazardous labor conditions not fixed in the employment contract, shall not cause him any disciplinary responsibility.

In the case that harm is caused to the employee's life and health, when he exercises his employment duties, said harm shall indemnified for according to the federal law.

To prevent and eliminate breaches of the labor protection law, the government shall provide organization and implementation of government supervision and control over the compliance with the labor protection requirements and lay down the employer's and officials' responsibility for the violation of said requirements.

### **Article 221. Provision of employees with individual protection means**

If there is work involving harmful and/or hazardous labor conditions or work to be carried out under particular thermal conditions or those posing contamination, the employees shall be issued certified individual protection means, means for rinsing and rendering harmless according to the regulations approved in line with the procedure set up by the Government of the Russian Federation.

Procurement, storage, washing, cleaning, repair, disinfection, and rendering harmless the employees' individual protection means shall be paid for by the employer.

The employer shall provide for storage, washing, drying, disinfection, chemical and/or radioactive decontamination and repair of the protective clothing, footwear and other individual protection means issued to his employees in line with the established norms.

### **Article 222. Serving out milk and therapeutic & prophylactic nutrition**

The employees involved in work with harmful labor conditions shall be served out free milk or other equal food products according to the established norms.

The employees involved in work with particularly harmful labor conditions shall be provided free therapeutic & prophylactic nutrition according to the established norms.

The norms and conditions of serving out free milk or other equal food products and therapeutic & prophylactic nutrition shall be approved in line with the procedure set up by the Government of the Russian Federation.

### **Article 223. Sanitary & utility and therapeutic & prophylactic services to employees**

The employer shall be made responsible for provision of sanitary & utility and therapeutic & prophylactic services to the employees in organizations according to the labor protection requirements. To this end, sanitary & utility rooms, rooms for meals, rooms for giving medical aid, rooms for recreation during the working time and psychic relaxation shall be fitted out in organization in line with the established norm; sanitary posts shall be set up with first-aid kits complete with a set of medicines and preparations for giving first medical aid; apparatus/units shall be installed to provide employees in hot shops and areas with carbonated salty water, etc.

Transfer to medical treatment facilities or residences of the employees, which fell victims to accidents in production and occupational diseases or for other medical indications shall be either by the organization's transport or on its account.

### **Article 224. Extra labor protection guarantees to individual categories of employees**

In the cases provided for laws and other regulatory legal acts the employer shall comply with the restrictions laid down for individual

categories of employees in respect to involvement in carrying out hard work and work with harmful labor conditions, work at night, and overwork; he shall transfer the employees, which are in need of being given lighter work because of the state of their health, to do other work according to medical findings with appropriate payment; he shall lay down pauses for rest included in the working time; he shall create labor conditions for disabled persons according to the individual rehabilitation program; he shall implement other measures as well.

### **Article 225. Training and vocational/professional education in the field of labor protection**

All organization's employees, including its manager, shall take training courses in labor protection and have their knowledge of the labor protection requirements tested in line with the procedure established by the Government of the Russian Federation.

The employer or a person authorized by him shall instruct in labor protection all persons taking up a job and the employees being transferred to another job, arrangements shall be made to teach them to use safe work execution methods and techniques and to give first aid to victims.

The employer shall provide for training of the persons taking up jobs involving harmful and/or hazardous labor conditions to teach them to use safe work execution methods and techniques. The persons in question shall then take a trainee course in their working places and examinations. They shall be trained in labor protection on a regular basis and checked for knowledge of the labor protection requirements in the course of work.

The government shall promote the organization of labor protection education in educational establishments of general primary, general basic, general secondary (full) education and those of general vocational, secondary vocational, higher professional and postgraduate professional education.

The government shall provide for vocational/professional education of labor protection specialists in educational establishments of secondary vocational and higher professional education.

### **Article 226. Funding the activities aimed at improved labor conditions and labor protection**

The activities aimed at improved labor conditions and labor protection shall be funded from the federal budget, the Russian Federation subjects' budgets, local budgets, and out-of-budget sources in line with the procedure established by laws, other legal acts, and local self-government bodies' acts.

The activities aimed at improved labor conditions and labor protection can be also financed using the following sources:

- funds from the fines levied for breaching the labor law remitted and distributed according to the federal law and in line with the procedure laid down by the Government of the Russian Federation;
- voluntary contributions from organizations and physical persons.

Funding of the activities aimed at improved labor conditions and protection of labor in the organizations regardless of their organizational and legal forms (except for the federal public enterprises and federal establishments) shall be appropriated at the amount of not less than 0.1 per cent of the total production/work/service costs, while in the organizations engaged in operational activities the relevant appropriations shall not be less than 0.7 per cent of the total operation costs.

In the national economy branches, Russian Federation's subjects, in territories, and organizations labor protection there may be labor protection funds set up according to the Russian Federation law and the Russian Federation subjects' law.

The employees shall not bear any expenses to finance the activities aimed at improved labor conditions and labor protection.

### **Article 227. Accidents in production subject to investigation and registration**

The accidents, which happen to employees and other persons, including those subject to mandatory social insurance against accidents in production and occupational diseases, when performing their labor duties and work assigned by their organization or employer, which is a physical person, are subject to investigation and registration.

To said persons belong:

- employees doing jobs based on employment contracts ;
- students at educational establishments of higher professional and secondary vocational education, students at educational establishments of secondary, primary vocational education and educational establishments of general basic education taking a practical work course in organizations;
- persons sentenced to imprisonment and engaged to work by the organization's management;
- other persons involved in production activities of organizations or sole proprietors.

The following cases shall be investigated and registered as accidents in production: injuries, including those caused by other persons; acute poisoning; thermal strokes; burns; frost-bites; drowning; shock - electrical, from lightning or radiation; bites from insects and reptiles; injuries caused by animals; injuries, which have been gotten as a result of explosions, accidents, destruction of buildings, structures, and installations; natural calamities and other emergencies, providing that they have caused the necessity to transfer the employee to a different job, temporary or standing loss of his ability to work or the employees' death, if they have happened:

- during the working time in the premises of the organization or beyond them (including those, which occurred during the established intervals) and during the time required to bring in order the production tools and clothing prior to or after work, or when working overtime, at weekends or work-free holidays;
- when heading for the workplace or coming back using the transport granted by the employer or his representative, or in one's vehicle, if said vehicle is used for production purposes by the employer's (or his representative's) instruction, or by agreement between the parties to the employment contract;
- when going to the destination on a business trip or coming back;
- when driving a vehicle as a replacement driver during the rest between shifts (replacement driver, refrigerator unit attendant or mechanic on a train, etc.);
- when working by camp method - during the rest between shifts and staying on board of a ship in the time free of watch and onboard service;
- when the employee is assigned in line with the established order to participate in elimination of the aftermaths of a

disaster, accident or other emergencies of natural or technical origin;

- when performing the actions, which are not part of the employee's labor duties, but carried out in favor of the employer or his representative, or aimed at prevention of an emergency or accident.

An accident in production is an insurance case, if it has happened to an employee subject to mandatory social insurance against accidents in production and occupational diseases.

### **Article 228. Employer's duties in case of an accident in production**

If there is an accident in production, the employer or his representative must do the following:

- immediately arrange for first aid to the victim and his delivery to a health care establishment, if necessary;
- take urgent action to prevent the emergency situation from developing and involving other persons by way of injuring factors;
- until the investigation of the accident in production begins, secure the situation the way it was at the time of the accident, unless this endangers other people's life and health and leads to an emergency; and if it is not possible to secure it, take a record of the actual situation (draw up sketches, take photographs and other actions);
- provide for well-timed investigation of the accident in production and its registration according to this chapter;
- immediately inform the victim's relations about the accident in production, also send e message to agencies and organizations specified in this Code and other regulatory legal acts.

If an accident in production involves a group of people (two or more) or there is a heavy accident in production, or a fatal accident in production, the employer or his representative shall advise within a day, respectively:

1. of an accident, which took place in the organization:
  - the relevant government labor inspectorate;
  - the prosecutor's office serving the area, where the accident took place;

- the federal executive power body, to which authority the organization belongs;
  - the Russian Federation's subject's executive power body;
  - the organization, which had sent the employee, to whom the accident happened;
  - the territorial associations of trade union organizations;
  - the territorial government supervision agency, if the accident took place in an organization or facility reporting to that agency;
  - the underwriter for mandatory social insurance against accidents in production and occupational diseases;
2. of an accident, which took place at an employer's, who is a physical person:
- the relevant government labor inspectorate;
  - the prosecutor's office serving the area, where the employer, who is a physical person, is domiciled;
  - the Russian Federation's subject's executive power body;
  - the territorial government supervision agency, if the accident took place in a facility reporting to that agency;
  - the underwriter for mandatory social insurance against accidents in production and occupational diseases;
3. of an accident, which took place on board of a vessel:
- the employer (the ship-owner) and the relevant Russian Federation consulate, if the vessel was sailing abroad. Having received the message about an accident, which had taken place on board of his ship, the ship-owner shall advise:
    - a) if the accident took place on board of a sea transport vessel:
      - the relevant government labor inspectorate;
      - the transport prosecutor's office;
      - the federal executive power body managing sea transport matters;
      - the federal executive power body authorized to implement the government safety control, when the atomic energy is used, if the accident took place at the ship's nuclear power plant or during the transportation of nuclear materials, radioactive substances or waste;
      - the territorial associations of trade union organizations;

- the underwriter for mandatory social insurance against accidents in production and occupational diseases;

b) if the accident took place on board of a fishing fleet vessel:

- the relevant government labor inspectorate;
- the prosecutor's office according to the place, where the vessel is registered
- the federal executive power body managing fishery matters;
- the territorial associations of trade union organizations;
- the underwriter for mandatory social insurance against accidents in production and occupational diseases.

If there are cases of acute poisoning, the employer or his representative shall also advise the relevant sanitary & epidemiological supervision agency.

### **Article 229. Investigation procedure for accidents in production**

To investigate a production accident in his organization, the employer shall immediately set up a commission comprising at least three people. The commission shall include a labor protection expert or a person appointed to be in charge for managing the work on labor protection by the employer's order, employer's representatives, representatives of the trade union body of other representative body commissioned by the employees, and the labor protection commissioner. The commission shall be headed by the employer or his authorized representative. The manager immediately responsible for work safety in the area/facility, where the accident took place, shall be not a member to the commission.

The investigation of a production accident at an employer's, who is a physical person, shall involve said employer or his authorized representative, a victim's proxy, and a labor protection expert, which can be also hired for the investigation on a contract basis.

The production accident, which happened to a person sent to carry out work at another employer's, shall be investigated by a commission set up by the employer, where the accident took place. An authorized representative of the employer, which had sent the person in question, shall be part of said commission. If said representative does not arrive or is tardy, that will not affect the time of the investigation.

The accident, which happened to an employee of the organization, which carries out works in an assigned area of another organization, shall be investigated and registered by the organization carrying out these works. In this case the commission, which has investigated the accident, shall inform the manager of the organization, at which premises these works were carried out, about its findings.

The accident, which happened to an employee, who combined his jobs doing the job for another employer, shall be investigated at the workplace, where the accident took place.

An accident in production, which took place as a result of a vehicle accident, shall be investigated by a commission set up by the employer. The commission must use the materials of the investigation carried out by the relevant government supervision and control agency.

Every employee or his authorized representative has the right to participate in person in the investigation of an accident in production, which happened to the employee.

To investigate a multiple accident in production, a heavy accident in production or a fatal accident, the commission shall also involve a public labor protection inspector, representatives of the executive power body of the Russian Federation's subject or local self-government body (by agreement), and a representative of the territorial association of trade union organizations. The employer shall set up the commission and approve its membership with the public labor protection inspector as the chairman.

At the request of the victim (or his relations, if the victim died) his proxy can participate in the investigation. In the case that the proxy does not participate in the investigation, the employer or his authorized representative, or the chairman of the commission shall acquaint the proxy with the investigation materials at the proxy's request.

In the event of acute poisoning or radioactive impact, which exceeded the established norms, the commission shall also include a representative of the relevant agency of the Russian Federation's sanitary & epidemiological service.

If the accident was a consequence of breaches in works affecting the assurance of nuclear, radioactive and engineering safety in nuclear energy facilities, the commission shall also include a

representative of the territorial federal agency for federal supervision of nuclear and radioactive safety.

If an accident took place in organization and facilities accountable to territorial agencies of the federal mining and industrial supervision, the list of the commission members shall be approved by the manager of the relevant territorial agency. A representative of this agency shall be the chairman on the commission.

If there is a multiple accident in production, in which five or more lives have been lost, the commission shall also include representatives of the federal labor inspectorate, federal executive power body with regard to the specific affiliation and representative of the all-Russian trade union association. Chairman on the commission shall be chief public labor protection inspector with the relevant government labor inspectorate and in facilities accountable to a territorial agency of the federal mining and industrial supervision the manager of that territorial agency shall be the chairman. On board of a vessel the commission's membership shall be laid down by the federal executive power body managing transport matters or by the federal executive power body in charge of fishery according to the affiliation of the vessel.

If there are large-scale accidents, in which fifteen or more lives have been lost, the investigation shall be carried out by a commission, the membership of which shall be approved by the Government of the Russian Federation.

The investigation of the circumstances and causes of an accident in production, which only involved one person and did not fall into the category of heavy or fatal accidents, shall be carried out by the commission within three days.

The investigation of a multiple accident in production, a heavy accident in production or a fatal accident in production shall be carried out by the commission within fifteen days.

An accident in production, which the employer has not been advised of in due time or which did not result in the victim's inability to work at once, shall be investigated by the commission pursuant to the victim's or his proxy's application within one month, after said application has been filed.

Should additional verification of the circumstances of the accident, provision of the relevant medical and other findings be required, the

time frames indicated in this article can be prolonged by the commission's chairman, however, not more than by fifteen days.

Every time an accident in production is investigated, the commission shall find and question the eyewitnesses of the incident and the persons, which committed breaches of regulatory labor protection requirements, obtain the necessary information from the employer and the explanations from the victim, if possible.

During the investigation of a production accident in an organization the employer shall secure at the request of the commission at his own expense the following activities:

- execution of engineering calculations, laboratory tests, trials and other expert works and involvement of experts for these purposes;
- taking photographs of the accident place and damaged objects, drawing up plans, sketches, and diagrams;
- provision of transport, an office, communications, protective clothing, protective footwear and other means of individual protection required to conduct the investigation.

If an accident in production at an employer, who is a physical person, is investigated, the actions and conditions required to conduct the investigation shall be determined by the chairman of the commission.

To investigate a multiple accident in production, a heavy accident in production or a fatal accident in production, the following documents shall be prepared:

- the employer's order to set up a commission for investigation of the accident;
- plans, sketches, diagrams, and - if required - photographs and video records of the accident place;
- the documents featuring the working place state and the presence of hazardous and harmful production factors;
- excerpts from labor protection briefing registration logs and protocols of examination of the victims' knowledge of labor protection;
- protocols of questioning eyewitnesses of the accident and officers, the victims' explanations;
- expert findings of specialists, laboratory test and experiment results;

- the medical findings about the nature and degree of the damage caused to the victim's health or the cause of his death, about whether the victim was intoxicated with alcohol, drugs or toxic substances at the moment, when the accident took place;
- copies of documents confirming that the victim has been provided with protective clothing, protective footwear and other means of individual protection in line with the prevailing norms;
- excerpts from the directions of public labor protection inspectors and officers of the territorial government supervision agency (if the accident took place in an organization or facility accountable to this agency) issued in this production/facility previously and excerpts from trade union labor inspectors' demands to eliminate discovered breaches of regulatory labor protection requirements as well;
- other documents at the discretion of the commission.

If the employer is a physical person, the list of materials to be submitted shall be determined by the chairman of the commission, which carried out the investigation.

On the grounds of the documents and materials gathered the commission shall state the circumstances and causes of the accident. It shall determine whether the victim was engaged in the employer's production activity at the moment, when the accident took place, and whether he was staying at the place of the accident exercising his labor duties. It shall qualify the accident as an accident in production or an accident not related to production, identify the persons, which have committed breaches of labor safety and protection, laws and other regulatory legal acts, and specify the actions aimed at the elimination of the causes and prevention of accidents in production.

If in the course of the investigation of an accident to an insured person the commission finds that gross carelessness of the insured person has aided in initiation or an increase of the damage caused to his health, then, taking into account the findings of the trade union body or other representative body of this organization authorized by the insured person, the commission shall determine the degree of the insured person's guilt in per cent.

The procedure of investigation of the accidents in production considering the peculiarities of individual branches and

organizations and the forms of the documents required for investigation of the accidents in production shall be approved in line with the procedure established by the Government of the Russian Federation.

### **Article 230. Completion of materials on accidents in production and their registration**

For every accident in production, which caused the necessity to transfer the employee according to the medical findings to a different job, loss of the employee's ability to work for not less than a day or his death, a statement of the accident in production shall be completed in two copies in the Russian language or both in the Russian language and the public language of the relevant Russian Federation's subject.

If there is a multiple accident in production, the statement shall be completed for each victim singly.

If the accident in production happened to an employee having a labor relationship with a different employer, the statement of the accident shall be completed in three copies, two of which along with the accident investigation documents and materials and the statement of the investigation shall be sent to the employer, with which the victim has/had a labor relationship. The third copy of the statement, investigation materials and documents shall be retained by the employer, where the accident took place.

If the accident in production involved an insured person, an extra copy of the statement of the accident in production shall be completed.

The results of investigation of the accidents in production shall be reviewed by the employer with the involvement of the trade union body of the relevant organization in order to make the decisions aimed at prevention of accidents in production.

The statement of an accident in production shall describe the details of the circumstances and causes of the accident in production and also indicate the persons having committed breaches of the labor safety and protection. If it is found that it was the insured person's gross carelessness that aided in initiation or an increase of the damage caused to his health, the statement shall indicate the insured person's guilt in per cent as determined by the commission having investigated the accident in production.

The statement of the accident in production shall be signed by the commission members, approved by the employer or his authorized representative, certified by the seal and registered in the log for registration of accidents in production.

Within three days after the statement of the accident in production has been approved, the employer or his authorized representative shall issue one copy of said statement to the victim or the victim's relations or proxy at their request, if there was a fatal accident in production. The second copy of the statement of the accident shall be stored at the victim's workplace at the moment of the accident in production for forty-five years. In insurance cases the employer shall send the third copy of the statement of the accident and the investigation materials to the underwriter's executive body (at the place where the insured person was registered).

Based on the results of investigation of a multiple accident in production, heavy accident in production or fatal accident in production, the commission (or the public labor protection inspector in established instances) shall complete a report about the investigation of the relevant accident in production.

The reports about the investigation of multiple accidents in production, heavy accidents in production, fatal accidents in production along with the investigation documents and materials attached to the relevant report and copies of statements of the accident in production for each victim shall be sent by the commission chairman within three days after their approval to the prosecutor's office, which has been informed of the accident in production and if there was an insurance case, these shall be also sent to the underwriter's executive body (at the place where the insured person was registered). Copies of said documents shall be also sent to the relevant government labor inspectorate and the territorial agency of the relevant federal supervision - for the accidents, which have taken place in the organizations/facilities accountable to them.

The commission chairman shall send copies of the reports about the investigation of multiple accidents in production, heavy accidents in production, and fatal accidents in production along with copies of the statements of the accident in production for every victim to the federal labor inspectorate and the affiliated federal executive power body for review of the status and causes of the industrial injuries in

the Russian Federation and elaboration of the proposals on their prevention.

The following cases shall be investigated and qualified as accidents not associated with production, an arbitrary form report being completed:

- death due to a general disease or suicide confirmed in line with the established procedure by a health care establishment and investigation agencies;
- death or health damage, the single cause of which was (as stated in the findings of a health care establishment) alcoholic, narcotic or toxic intoxication (poisoning) of the employee not associated with any breaches of the engineering process flow, where technical alcohol, aromatic, narcotic and other similar substances are used;
- accident, which took place, while the victim was committing a misdemeanor, which contained signs of a criminal offence, according to the findings of law enforcement bodies.

The arbitrary form report along with the investigation materials shall be kept in storage for 45 years.

After the temporary victim's inability to work is expired, the employer or his authorized representative shall send to the relevant government labor inspectorate and to the territorial government supervision agency, if necessary, the information about the consequences of the accident in production and actions taken to prevent accidents.

About the accidents in production, which changed over, as the time elapsed, to the category of heavy or fatal accidents, the employer or his authorized representative shall report to the relevant government labor inspectorate, the relevant trade union body and to the territorial agencies of the relevant federal supervision, if the accidents took place in facilities accountable to them. The insurance cases shall be reported to the underwriter's executive body (at the place, where the insured person was registered).

If a hidden accident in production is discovered or a complaint, application or any other appeal of the victim, his proxy or the relations of a victim, which died as a result of the accident, stating their disagreement with the findings of the investigation commission is filed, and if there is also any information from the employer or his authorized representative about the consequences of an accident in

production, after the temporary victim's inability to work is expired, the public labor protection inspector shall investigate the accident in production in line with the provisions of this article regardless of the prescription of the accident, involving the trade union labor inspector, as a rule, and a representative of another government supervision agency, if required.

The public labor protection inspector shall draw up a conclusion based on the results of the investigation and shall also issue directions, which shall be mandatory for compliance by the employer or his authorized representative.

The public labor protection inspector shall be entitled to oblige the employer or his authorized representative to complete a new statement of the accident in production, if the statement available has been completed with breaches or it does not correspond to the accident investigation materials. In this case the previous statement of the accident in production shall be considered null and void based on the employer's, his authorized representative's or public labor protection inspector's decision.

### **Article 231. Consideration of differences about investigation, completion and registration of accidents in production**

Differences about the investigation, completion and registration of accidents in production, non-recognition of an accident by the employer or his authorized representative, refusal to investigate an accident and draw up the relevant statement, disagreement of the victim or his proxy with the content of this statement shall be considered by the relevant government labor protection agencies or court of justice. In these cases, filing a complaint shall be no reason for non-compliance with the public labor protection inspector's decisions by the employer or his authorized representative.

## **SECTION XI. MATERIAL RESPONSIBILITY OF THE PARTIES TO THE EMPLOYMENT CONTRACT**

### **CHAPTER 37. GENERAL PROVISIONS**

#### **Article 232. Duty of a party to the employment contract to indemnify for the damage caused by it to the other party**

A party to the employment contract (the employer or the employee, which has caused damage to the other party, shall indemnify for this damage according to this Code and other federal laws.

The employment contract or agreements concluded in a written form and attached to it can specify the material responsibility of the parties to this contract. In doing so, the contractual responsibility of the employer against the employee cannot be lower and that of the employee higher than envisioned by this Code or other federal laws.

Cancellation of the employment contract after causing the damage shall not release the party to this contract from the material responsibility provided by this Code and other federal laws.

### **Article 233. Conditions for onset of the material responsibility of a party to the employment contract**

The material responsibility of a party to the employment contract shall set on for the damage caused by it to the other party of this contract as a result of its faulty, illegal behavior (action or default), if not envisioned otherwise by this Code or other federal laws.

Each party to the employment contract must prove the size of the damage, which has been caused to it.

## **CHAPTER 38. LIABILITY OF AN EMPLOYER TO AN EMPLOYEE**

### **Article 234. Liability of an employer to repair the damage caused by illegal revocation of the right to labor**

In all events of illegal revocation of the right to labor the employer is obliged to reimburse underpaid wages to the employee. The employer is to bear this liability if the employee has not received wages due to the following reasons:

- illegal removing the employee from the job, dismissal or transfer to another job;
- refusal of the employer to fulfill or untimely fulfillment of decisions of labor disputes authorities or a governmental labor inspector on reinstating the employee on the work;
- delay of transfer of employment record book to the employee, incorrect or illegal inputs about dismissal;
- other events specified by federal laws or collective labor contracts.

### **Article 235. Liability of an employer for material damage to the employee's property**

The employer who inflicted damage to the employee's property is to repair this damage in full. The damage is estimated on a base of free pricing that is available on this territory for the date of damage inflicting.

The damage may be recovered in kind upon the agreement of employee.

The employee is to submit the damage recovery request to the employer. The employer is to consider this request and take the appropriate decision within 10 days after request receipt. If the employee does not agree to the decision of employer or did not receive the decision within the prescribed period the employee has the right to take legal actions.

### **Article 236. Liability of an employer for late work payments**

In the event of any delay in work payments, payments for leave of absence, at dismissal or other payments to the employee the employer is to effect the abovementioned payments with paying percentage (financial compensation) on the unpaid amount for each day of delay starting from the day following the fixed payment date up to the real payment date inclusive in the amount not less than 1/300 of the refinancing rate set by the Central Bank of Russian Federation.

The actual amount of the financial compensation paid to the employee is specified in collective or individual labor contracts.

### **Article 237. Restitution of moral damage inflicted to an employee**

The moral damage inflicted to an employee by illegitimate activity or omission of an employer is repaired in terms of money at the amount fixed upon agreement of labor contract parties.

In event of any disputes the moral damage inflicted to the employee and the amount of compensation will be established by court in regardless the type of damage.

## **CHAPTER 39. LIABILITY OF EMPLOYEE**

### **Article 238. Liability of an employee for the damage caused to an employer**

The employee is obliged to repair the actual damage caused to the employer. The non-received income (lost profit) is not subject to restitution by the employee.

The actual damage is understood to be actual loss of the employer's property or damage of the mentioned property (including the property of third parties if the employer is responsible for it) as well as the employer need to bear expenses or to effect additional payments for purchase or rehabilitation of the property.

The employee is responsible both for the actual damage inflicted to the employer and for the damage caused by damage restitution to other parties.

### **Article 239. Circumstances excluding liability of employee**

The employee is released from responsibility in the event of force-majeure, operation under normal economy risk, emergency, necessary defense or failure of the employer to execute obligations on creating appropriate conditions for storage of the property entrusted to the employee.

### **Article 240. Right of employer for refusal to claim damages from employee**

The employer has the right for complete or partial refusal to claim damage from the guilty employee taking into account particular circumstances that caused the damage.

### **Article 241. Scopes of liability of an employee**

The employee is responsible for the caused damage within the scopes of his average monthly wages unless the present Code or other federal laws specify other procedure.

### **Article 242. Full responsibility of an employee**

The full responsibility of the employee is understood to be his liability to compensate the caused damage at full scale.

The full responsibility for the caused damage may be imposed on the employee only in the events specified in the present Code or other federal laws.

The employees under 18 years old bear full material responsibility only either for intentional inflicting damages or for the damage

caused under alcoholic, narcotic, or toxic intoxication, as well as for the damage caused in the result of crime or administrative offence.

### **Article 243. Reasons for full responsibility**

The full responsibility is imposed to the employee due to the following reasons:

1. when the employee bears full responsibility for the damage inflicted at work in accordance with the present Code or other federal laws;
2. shortage of values entrusted to him under a special contract of received by him under a non-recurrent document;
3. intentional inflicting the damage;
4. inflicting the damage under alcoholic, narcotic, or toxic intoxication;
5. the damage caused by criminal actions of the employee if this was established by court;
6. inflicting the damage in the result of administrative offence if this was established by the appropriate governmental authority.
7. divulgence of information which is considered to be secret (official, commercial, etc.) and protected by the law in the events specified by federal laws;
8. inflicting damage at free time.

The full responsibility for the damage inflicted to the employer may be specified in the labor contract concluded with a company manager, executive managers, and a chief accountant.

### **Article 244. Written contracts about full responsibility**

The written contracts about full individual or collective (team) responsibility, i.e. about full liability for the damage caused to the employer due to shortage of entrusted property, are concluded with employees over 18 years old who service or operate financial values, goods, or other property.

The lists of jobs and employees with whom the mentioned contracts may be concluded as well as standard forms for such contracts are approved in the procedure set by the Government of Russian Federation.

### **Article 245. Collective (Team) responsibility for the caused damage**

Collective (Team) responsibility is imposed in the event of mutual execution of particular types of work related to storing, handling, selling (handing over), transporting, operating, or other ways of applying of the values entrusted to the employees when it is impossible to divide the actual responsibility and to conclude contracts about full responsibility for the damage with each worker.

The written contract on the collective (team) responsibility for the damage is concluded between the employer and all members of the collective (team).

Under the contract on material responsibility for the damage the values are entrusted to the group of persons that is determined in advance and bears the full responsibility for shortage of the values. To be released from the full responsibility for the damage the member of collective (team) shall prove lack of his responsibility.

In event of voluntary repair of the caused damage the extent of responsibility of each collective (team) member is determined upon agreement between all members of the collective (team) and the employer. In event of damage restitution in court the extent of responsibility of each collective (team) member is established by court.

#### **Article 246. Evaluation of the damage**

The damage caused by loss or anientisement of the employer's property is evaluated on a base of actual losses according to the market prices in force on this area for the date of damage inflicting but not less than property value recorded in accounting documents taking into consideration depreciation.

A federal law may specify special procedure of evaluation of the damage caused to the employer by plunger, intentional anientisement, shortage and plunger of property parts and other values as well as when the actual damage exceeds the nominal one.

#### **Article 247. Liability of an employer to evaluate damage and to detect the source**

The employer is obliged to evaluate the damage and to determine its sources before making a decision about the damage restitution by the employees. In purpose of this inspection the employer has the right to organize a Committee of specialists.

For establishment of the damage source the employer is to request the employee to hand over a written explanation of the damage reason.

The employee and/or his representative have the right to familiarize with all inspection documents and to appeal them in accordance with the procedure specified in the present Code.

### **Article 248. Damage restitution procedure**

The guilty employee is claimed restitution of the inflicted damages in the scopes not exceeding his average monthly salary under instruction of the employer. The employer is to issue the instruction not later than within one month after complete damage evaluation.

After expiration of this period and if the employee does not agree to repair the damage at his own free will as well if the amount of damage exceeds his average monthly salary the damage is repaired juridically.

If the employer does not observe the specified procedure of damage restitution the employee has the right to take legal actions against the employer.

The employee who has caused damages to the employer may repair the damage in full or partially at his own free will. Upon agreement of parties the damage may be repaired by installments. In this event the employee hand over to the employer a written obligation to repair the damage with pointing out precise payment terms.

In the event of dismissal of the employee who gave a written obligation of voluntary damage restitution but refused to compensate the damage the unpaid debts may be claimed in court.

Upon agreement of the employer the employee may transfer to him an equivalent property or to repair the damaged property as compensation for the damage.

The damage is repaired notwithstanding disciplinary, administrative, or criminal responsibility of the employee for the activity or omission caused the damage.

### **Article 249. Compensation of expenses related to employee training**

In the event of dismissal without reasonable excuses before expiration of the period fixed in a labor contract or a contract for training at the expense of the employer the employee is to repair all the expenses of employer for his training.

**Article 250. Decreasing the damage to be repaired upon the decision of labor dispute inspection**

The Labor Dispute Inspection may reduce the damage to be repaired taking into account extent and kind of quilt, financial situation of the employee and other circumstances.

If the damage inflicted by the employee is caused in the result of a lucrative crime it is not to be reduced.

**PART FOUR**

**SECTION XII. SPECIAL PROCEDURES OF WORK MANAGEMENT FOR PARTICULAR JOBS**

**CHAPTER 40. GENERAL ARTICLES**

**Article 251. Special Procedures for work management**

The special procedures are the norms partially limiting application of general rules for the same situations or specifying additional rules for particular jobs.

**Article 252. Establishment of special procedures**

Special procedures for female employees, persons with family liability, non-adults, managers, by-workers, etc. are specified in the present Code and other federal laws.

**CHAPTER 41. SPECIAL PROCEDURES FOR FEMALE EMPLOYEES AND EMPLOYEES WITH FAMILY LIABILITY**

**Article 253. The labor restrictions for female employees**

Labor of females on hard, dangerous and/or unhealthy trades as well as underground working excluding non-physical work or sanitary and domestic services is forbidden.

Labor of females on the work related to manual lifting of weights exceeding maximum permissible standards.

The lists of industries, professions, and jobs with unhealthy and/or dangerous work conditions with restricted female labor as well as maximum permissible weights for manual lifting and handling by females are approved in the procedure fixed by the Government of Russian Federation taking into account opinion of the Russian Trilateral Committee on Social and Labor Relations.

#### **Article 254. Moving of pregnant females and females with children under 1.5 years old to another job**

Rates of outputs, service standards may be reduced for pregnant females in accordance with a medical report and upon their request or they may be moved to another job excluding the one with unfavorable working environment with reservation of average salary.

Before making a decision about moving the pregnant female to another job she is to be released from her previous job and the employer is to pay her average salary for all days missed due to this procedure.

The average salary to the pregnant female is reserved for the period of obligatory medical examination.

The females who have children under 1.5 years old and are not able to perform the previous work are to be moved to another job upon their request with reservation of their average salary up to time when their child reaches the age of 1.5 years.

#### **Article 255. Maternity leave**

Upon the request and in accordance with medical reports females are to be granted maternity leave of 70 (in the event of multiple pregnancy - 84) calendar days before childbirth and 70 (in the event of abnormal birth - 86, birth of two and more children - 110) calendar days after childbirth with social payments in the amount specified by law.

The maternity leave is estimated in total and granted to the female notwithstanding the period that she actually needs before the birth.

#### **Article 256. Child rearing leave**

Upon the request of female she is granted a child rearing leave up to when her child reaches the age of three years. The procedure

and terms of social payments during the abovementioned leave are specified by the federal law.

Child rearing leaves may be granted in full or partially to the child's father, grandmother, grandfather, other relatives or tutor actually nursing him (her).

Upon the request of the female or other people listed in the part two of the present Article they may work half time or at home with reservation of the right for social payments during the child rearing leave.

They hold their position of employment for the period of child rearing leave.

Child rearing leaves are included in total and uninterrupted record of employment as well as record of specialty (excluding for the purpose of privileged pension estimation).

### **Article 257. Leaves to adoptive parents**

The employees who have adopted a child are granted a leave for the period of adoption up to 70 calendar days after the birth of adopted child and in the event of adoption of two and more children the period is increased up to 110 calendar days after their birth date.

Upon the request of the employees who have adopted a child (children) they may be granted a child rearing leave for the period up to when the child (children) reaches the age of three years.

In the event of adoption by two spouses the leave is granted to one of them at their discretion.

Instead of the leave described in the part one of the present Article the females who have adopted a child upon their request may be granted a maternity leave for the period of adoption and 70 calendar days after it. In the event of adoption of two and more children this period is increased up to 110 calendar days after their birth date.

The abovementioned leaves procedure ensuring secrecy of adoption is fixed by the Government of Russian Federation.

### **Article 258. Breaks for child feeding**

In addition to the standard breaks the working females who have children under 1.5 years old are granted additional breaks of 30 minute each for feeding of child (children) not less than each three hours of continuous work.

If the female have two and more children under 1.5 years old the time of break is to be not less than one hour.

Upon the request of female the breaks for feeding her child (children) are added to the standard break or transferred both to beginning and to finish of her workday (work shift) with its reduction.

The breaks for feeding of a child (children) are included in work time and are subject for payments at the rate of average salary.

### **Article 259. Guarantees to employees at business trips, overtime work, working at nighttime, on free days and holydays**

It is forbidden to send pregnant females to business trips and to make them work in overtime, nighttime, on free days and holydays.

The females who have children under three years old may be sent to business trips and to work overtime, nighttime, on free days and holydays only upon their written agreement and if it is not forbidden by medical recommendations to them. The females who have children under three years old are to be informed about their right to refuse business trip, working overtime, nighttime, on free days and holydays in written form.

The guarantees listed in the part one of the present Article are also granted to the employees who have handicapped children or nurse persons handicapped from birth up to reaching by them 18 years old as well as to the employees nursing their sick relatives in accordance with the medical report.

### **Article 260. Guarantees to females at annual paid leave procedure**

Upon the request of a female employee she may be granted an annual paid leave before or after maternity leave notwithstanding how long she has been working in this organization.

## **Article 261. Guarantees to pregnant females at labor contract cancellation**

The employer has no right to cancel labor contracts with pregnant employees without their agreement excluding the event of company liquidation.

In the event of expiration of contract term expiration during pregnancy of an employee the employer upon the request of the pregnant female is to prolong the labor contract up to the date when she has the right for a maternity leave.

The employer has no right to cancel the contracts with female having children under three years old, single mothers nursing children under 14 years old (handicapped children under 18 years old), other employees nursing the abovementioned children without a mother without their agreement (excluding dismissal according to the point 1, sub-paragraph "a", point 3, points 5-8, 10 and 11 of the Article 81 of the present Code).

## **Article 262. Additional free days to employees nursing handicapped children and persons handicapped from birth**

Upon the written request of one parent (a tutor) he (she) may be granted four additional paid free days per month for nursing handicapped children and persons handicapped from birth up to reaching by them 18 years old. These days may be used by one of the abovementioned persons or divided among them in their discretion. Each additional free day is paid in the amount and procedure fixed by the federal law.

Upon the request of females working in countryside they may be granted one additional non-paid free day per month.

## **Article 263. Additional non-paid leaves to employees nursing children**

A collective labor contracts may provide additional annual non-paid leaves up to 14 calendar days for the employee with two or more children at the age under 14 years old, the employee with a handicapped child under 18 years old, the single female parent nursing a child under 14 years old, the single male parent nursing a child under 14 years old at any time convenient to them.

In this event the abovementioned leave may be added to the annual paid leave or used in full or partially upon the request of employee. This leave is not to be transferred to the next year.

#### **Article 264. Guarantees and privileges to the employees nursing children without their mother**

Single parents as well as tutors of non-adults are granted the guarantees and privileges given to females in connection with their maternity (reduction of work at nighttime and overtime, on free days and holydays, business trips, additional leaves, privileged work schedules and other guarantees and privileges specified by laws and other statutory acts).

### **CHAPTER 42. SPECIAL PROCEDURES FOR EMPLOYEES AT THE AGE UNDER 18 YEARS OLD**

#### **Article 265. Job restrictions for employees under 18 years old**

It is forbidden to engage the employees under 18 years old for work with unhealthy and/or dangerous conditions, underground work, as well as jobs which execution may injure their health and moral development (gambling, night cabarets and clubs, spirits, tobacco, narcotic and toxic production, transportation and sale).

Handling and carrying of weights exceeding the maximum permissible standards by employees under 18 years old are forbidden.

The list of jobs forbidden for the employees under 18 years old as well as the maximum permissible standards are to be approved in the procedure set by the Government of Russian Federation taking into account opinion of the Russian Trilateral Committee of Social and Labor Relations.

#### **Article 266. Medical surveys of employees under 18 years old**

Persons under 18 years old are to be employed only after preliminary medical survey and are to pass an annual medical survey up to when they reach 18 years old.

The medical surveys specified in the present Article are paid at the expense of the employer.

### **Article 267. Annual paid leave for employees under 18 years old**

Employees under 18 years old are granted an annual paid leave of 31 calendar days at any time convenient to them.

### **Article 268. Interdiction of business trips, overtime and nighttime work, on free days and holydays for employees under 18 years old**

It is forbidden to send the employees under 18 years old to business trips and to engage them for overtime and nighttime work, work on free days and holydays (excluding creative work for mass-media, cinemas, theatres, concerts, circuses, and other persons participating in creation and/or performance of works, professional sportsmen in accordance with the jobs lists specified by the Government of Russian Federation taking into account opinion of the Russian Trilateral Committee of Social and Labor Relations).

### **Article 269. Additional guarantees to employees under 18 years old at labour contract cancellation**

The employer has right to cancel a labor contract with an employee under 18 years old only upon agreement of the appropriate state labor committee and committee of non-adults relations and protection of their rights (excluding the events of organization liquidation) in addition to the general procedure.

### **Article 270. Production rates for employees under 18 years old**

Production rates for the employees under 18 years old are set on a base of the general production rates in proportion to the short work day set to them.

Reduced production rates for the employees under 18 years old who was employed after graduating from general and primary professional education institutions as well as trained at their work place may be set in the conditions and procedure prescribed by laws and other statutory acts.

### **Article 271. Payments to employees under 18 years old for half-day work**

In the event of time-wage the employees under 18 years old are paid taking into account short workday. The employer may effect additional payments to them up to appropriate job payment rates for full workday at his own expense.

The employees under 18 years old engaged in piece-work are paid according to the fixed piece-work payment rates. The employer has the right to effect additional payments at his own expense in the amount up to the basic wage rates for the under-worked time.

The employees under 18 years old studying in general education, primary, secondary, and higher professional education institutions and working at their free time are paid in proportion to the time worked or depending on their production. The employer has the right to effect additional payments to their salary at his own expense.

### **Article 272. Special procedures for employment of persons under 18 years old**

Special procedures for employment of people under 18 years old are specified in the present Code, other federal laws, collective contracts, agreements.

## **CHAPTER 43. SPECIAL PROCEDURES FOR A HEAD OF ORGANIZATION AND MEMBERS OF PLURAL EXECUTIVE**

### **Article 273. General articles**

A head of organization is a person who is in charge of this organization including individual executive functions in accordance with the law and by-laws of the organization.

Provisions of the present Article are applied to all organization heads notwithstanding their type and type of their property excluding the following positions:

- organization leader is an individual participant (a founder), member of organization, property owner;
- the organization is managed under a contract with another organization (managing organization) or an individual businessman (manager).

### **Article 274. Legal regulation of organization head activity**

Rights and liabilities of an organization head at labor relations are determined in the present Code, laws and other statutory acts, the organization by-laws, labor contracts.

### **Article 275. Labor contract with an organization head**

A labor contract with an organization head is to be concluded for the period specified in the organization by-laws or upon agreement of the parties.

Laws, other statutory, acts, or organization by-laws may set particular procedures prior the contract conclusion (i.e. competition, election, designation, etc.).

### **Article 276. Off-hour jobs of organization head**

The organization head has the right to hold paid posts in other organizations only upon agreement of the organization-authorized body, property owner, or authorized agent (body) of the owner.

The organization head has no right to participate in inspection and control bodies of this organization.

### **Article 277. Liability of organization leader**

The organization leader bears full liability for the damage caused to the organization.

In the events foreseen by the federal law an organization head repair the loss inflicted to the organization by his culpable activity. The losses are estimated in accordance with the norms fixed by the civil legislation.

### **Article 278. Additional grounds for cancellation of the labor contract with organization head**

In addition to the grounds listed in the present Code and other federal laws the labor contract with an organization head may be cancelled on the following reasons:

1. removal the organization head being a debtor from his post in accordance with the bankruptcy legislation;
2. decision of the authorized body of organization, organization property owner, or authorized person (body) of the owner about pre-term cancellation of the labor contract;
3. other reasons specified in the labor contract.

**Article 279. Cancellation of the labour contract with organization head according to decision of the authorized body of organization, organization property owner, or authorized person (body) of the owner**

In the event of pre-term cancellation of the labor contract with organization leader under decision of the authorized body of organization, organization property owner, or authorized person (body) of the owner without culpable activity (omission of activity) of the head he (she) is paid compensation for pre-term cancellation of the contract in the amount specified in the labor contract.

**Article 280. Pre-term cancellation of the labor contract by an organization head**

An organization head has the right to cancel the labor contract before expiration of its date with written notification of the employer (property owner, his representative) not later than for one month in advance.

**Article 281. Special procedures for plural executives**

Federal laws, organization by-laws may extend the work regulation procedures set in the present Chapter for an organization head to members of plural executive.

Federal laws may set other special procedures for an organization head and members of plural executives.

**CHAPTER 44. SPECIAL PROCEDURES FOR OFF-HOUR EMPLOYEES**

**Article 282. General articles for off-hour work**

Off-hour work is execution by an employee other paid work on a base of a labor contract in his free time.

Labor contract about off-hour work may be concluded with unlimited number of employers if the federal law does not stipulate the other procedure.

The employee may execute off-time work both on his (her) principal place of work and in other organizations.

The labor contract is to specify that this work is off-time work.

Off-time work regulations for a certain number of jobs (i.e. educational, medical, pharmaceutical, creative jobs) are determined in the procedure fixed by the Government of Russian Federation taking into account opinion of the Russian Trilateral Committee of Social and Labor Relations.

Off-time work is restricted to employees under 18 years old, as well as for hard work, work under unhealthy and/or dangerous conditions if their principal job is also carried out under similar conditions as well as in other events specified by federal laws.

### **Article 283. Documents to be presented at off-time employment**

In the even of off-time employment in other organizations the employee is to present a passport or other identification document to the employer. At off-time employment for the job requiring any special knowledges the employer has the right to request a diploma or other education or professional training certificate or their exemplifications from the employee, and at off-time employment for hard, unhealthy and/or dangerous work he has the right to request a document about work conditions on the main work place of the employee.

### **Article 284. Work time at off-time work**

Work time set by the employer to the off-time employees is not to exceed four hours per day and 16 hours per week.

### **Article 285. Work payments to off-time employees**

Off-time employees are paid in proportion to the hours worked, depending on their production, or on other conditions set in the labor contracts.

If the off-time employees work with time wages, standard work tasks they are paid for actual performed work in accordance with final results of their activity.

The off-time employees working in the regions with regional additional payments and rises in wages are paid taking into account these regional rates and rises.

### **Article 286. Leaves at off-time work**

Annual leaves for off-time employees are granted at the same time as a leave at their principal place of work. If the off-time employee has not been working for 6 months leave is granted in advance.

If leave of absence at off-time work place is less than leave at the principal work place the employer grants the employee unpaid leave for a suitable period upon the request of employee.

### **Article 287. Guarantees and compensation payments for off-time employees**

Off-time workers are granted any guarantees and compensation payments to the employees combining their work with education and to the employees working in the far north or equivalent regions only at their principal place of work.

The other guarantees and compensation payment stipulated in the present Code, other laws and statutory acts, collective contracts, local statutory acts of organizations are granted to off-time employees at full scope.

### **Article 288. Additional grounds for cancellation of labor contracts with off-time employees**

In addition to the grounds specified in the present Code and other federal laws a labor contract with an off-time employee may be cancelled due to employment of the person for whom this job will be the principal.

## **CHAPTER 45. SPECIAL PROCEDURES FOR THE EMPLOYEES WHO CONCLUDED A LABOR CONTRACT FOR TWO MONTHS**

### **Article 289. Conclusion of a labor contract for two months**

Probation period is not to be set for employment for the period of two months.

### **Article 290. Work on free days and holydays**

The employees who concluded a labor contract for two months may be engaged for working on their free days and holydays within the abovementioned period upon their agreement.

Work on free days and holydays is paid not less than twice.

### **Article 291. Paid leaves of absence**

The employees who concluded a labor contract for the period of two months are granted leaves of absence or compensation payments in the amount of two workdays per month.

### **Article 292. Labor contract cancellation**

The employee who concluded a labor contract for the period of two months is to inform the employer about pre-term cancellation of the contract in written form for three calendar days in advance.

The employer is to notify the employees who concluded a labor contract for the period of two months about dismissal due to organization liquidation, personnel reductions in written form on receipt not later than for three calendar days in advance.

The employees who concluded a labor contract for the period of two months is not paid any dismissal payments unless the present Code, other federal laws, collective or individual contracts stipulate other procedures.

## **CHAPTER 46. SPECIAL PROCEDURES FOR SEASONAL EMPLOYEES**

### **Article 293. Work of seasonal nature**

The work of seasonal nature is understood to be the work, which is carried out during a certain period (season) not exceeding six months due to climatic or other natural conditions.

The lists of seasonal works are approved by the Government of Russian Federation.

### **Article 294. Conditions of conclusion of seasonal work contracts**

The labor contract is to include a statement about seasonal type of the work.

At seasonal employment probation period is not to exceed two weeks.

### **Article 295. Paid leaves of absence to seasonal employees**

Seasonal employees are granted paid leave of absence in the amount of two calendar days per each month of work.

### **Article 296. Cancellation of contracts with seasonal employees**

A seasonal employee is to notify an employer about pre-term cancellation of the labor contract in written form for three days in advance.

An employer is to notify a seasonal worker about his dismissal due organization liquidation, personnel reduction in written form on receipt not later than for seven calendar days in advance.

The dismissal payments at cancellation of the labor contract with a seasonal employee due to organization liquidation and personnel reduction is to be equal to his average wages for two weeks.

## **CHAPTER 47. SPECIAL PROCEDURES FOR SHIFT WORKERS**

### **Article 297. General articles about work in shifts**

Work in shifts is a special way of executing work functions out of the place of residence of the employees when they cannot return to their place of residence on the daily basis.

Work in shifts is applied when the place of work is far away from the office of employer with the purpose to reduce period of construction, repair, reconstruction of industrial, social, and other objects in thinly populated, far regions or regions with unfavorable environment.

When being on the place of work shift workers live in the camps especially constructed to them by the employer that represents a set of buildings and constructions assigned to ensure conditions for living of the mentioned workers during their work and breaks between shifts.

### **Article 298. Limitations for work in shifts**

It is not allowed to recruit for working in shifts employees under 18 years old, pregnant females and females with children at the age under three years old as well as people with medical indications contra working in shifts.

### **Article 299. Shift time**

Shift is understood to be a total period including time of work and time of breaks between shifts.

Shift time is not allowed to exceed one month.

In exceptional cases the employer may increase shift time up to three months on certain objects taking into account opinion of an elected trade union of this organization.

### **Article 300. Work time calculation at working in shifts**

Recapitulated calculation of work time for a month, quarter, or longer period but not more than one year is applied at working in shifts.

Period of calculation includes total working time, transportation from the office of employer or people collection point to the work place and back, as well as rest time during the present period.

The total time of work for the period of calculation should not exceed the standard number of working hours set by the present Code.

An employer is to calculate the working time and rest time for each shift employee by months and for the total period of calculation.

### **Article 301. Schedules of work and rest in shifts**

Working time and rest time during the calculation period are regulated by the shift work schedule, which is approved by an employer taking into consideration opinion of an elected trade union of the organization. Employees are informed about a work schedule not later than two months before its implementation.

The abovementioned schedule is to foresee time of transportation to and from the work place. Days of transportation to and from the place of work are not included in the working time and may be included in days of breaks between shifts.

Overtime work hours may be accumulated during a calendar year and granted to the employee as additional free days.

Free days related to overtime work during the calculation period are paid in accordance with standard salary rates unless the individual or collective labor contracts stipulate other procedure.

## **Article 302. Guarantees and compensation payments to shift workers**

Instead of daily allowance shift workers are paid additionally for working in shifts for each day in shift as well as each day of trip from the office of employer (people collection point) to the place of work and back in amounts under the procedure set by the Government of Russian Federation.

Employees going for working in shifts to the far north and equivalent regions from other areas:

have a regional additional salary rates and rated increase to their wages paid in the amounts and procedure foreseen for the people permanently working in the far north and equivalent regions;

are granted annual additional paid leave of absence in the procedure and under conditions foreseen for the people permanently working in the abovementioned areas:

- in the far north regions - 24 calendar days;
- in the areas equivalent to the far north regions - 16 calendar days;
- The work record giving the right to receive privileges and compensation payments includes calendar days of work in the far north and equivalent regions and actual time of trip provided by shift schedules.

For the employees going in shift to the regions on which territory regional rates to wages are applied these rates are calculated in accordance with laws and other statutory acts of the Russian Federation.

The shift worker is paid daily wage rate for days of trips from the employer's office (people collection point) to the place of shift as well as for delays due to weather conditions or transportation organizations faults.

## **CHAPTER 48. SPECIAL PROCEDURES FOR EMPLOYEES WORKING FOR INDIVIDUAL EMPLOYERS**

### **Article 303. Special terms and conditions of the contract between an employee and an individual employer**

Concluding a labor contract with an individual employer an employee undertakes to perform the work determined in the contract and not prohibited by legislation.

The written labor contract is to include all terms and conditions essential for an employee and an employer.

The employer is obliged to:

- prepare a written labor contract with the employee and register this contract in an appropriate local authority;
- effect insurance and other obligatory payments in the procedure and amounts determined by the federal laws;
- issue insurance certificates of the state pension payments for the persons employed for the first time.

#### **Article 304. Labor contract term**

The labor contract with an individual employer may be concluded both for not-specified and for specified term upon the agreement of parties.

#### **Article 305. Work and rest schedules**

Work schedule, procedure for free day and leave granting are determined by the agreement between an employee and an individual employer. Work hours per week should not exceed and paid leave time should not be less than the ones set by the present Code.

#### **Article 306. Alteration of the labor contract essentials**

An individual employer notifies an employee about alteration of the essential terms and conditions in written form not later than for 14 calendar days in advance.

#### **Article 307. Labor contract cancellation**

The labor contract between an individual employer and an employee may be canceled upon the grounds specified in the labor contract in addition to the grounds foreseen in the present Code.

Dismissal notification periods as well as procedures and amounts of dismissal payments and other compensation are determined in the labor contract.

### **Article 308. Individual labor disputes arbitration**

The individual labor disputes not settled by an individual employer and an employee are to be settled in court.

### **Article 309. Documents confirming employment for an individual employer**

A written labor contract is the document confirming time of employment for an individual employer. The individual employer has no right to make any inputs in employment record books of employees as well as to issue new employment record books for the workers for whom this employment is the first.

## **CHAPTER 49. SPECIAL PROCEDURES FOR OUTWORKERS**

### **Article 310. Outworkers**

Outworkers are understood to be the people concluded a labor contract about working at home with using materials, tools and mechanisms provided by the employer or purchased by outworkers at their own expense.

In the event of using by an outworker his own tools and mechanisms he is paid compensation for deterioration of these tools and mechanisms. The employer pays this compensation and reimburses all expenses related to outworking in the procedure outlined in the labor contract.

The procedure and schedule of resources, materials, and semi-products supply to an outworker, payments for manufactured production, reimbursement of costs of employee's materials, the procedure and schedule of final products collection are determined in the labor contract.

Outwork is covered by the norms of labor legislation taking into account the special procedures specified in the present Code.

### **Article 311. Permissible conditions for outwork**

The work entrusted to outworkers may not be contraindicative to them and is to be executed under conditions complying labor safety rules.

### **Article 312. Outwork contract cancellation**

A labor contract with outworkers may be cancelled on a base of grounds specified in the labor contract.

## **CHAPTER 50. LABOR OF EMPLOYEES WORKING IN THE FAR NORTH REGIONS AND EQUIVALENT AREAS**

### **Article 313. Guarantees and compensation payments to employees working in the Far North regions and equivalent areas**

State guarantees and compensation payments to the employees working in the far north regions and equivalent areas are set by the present Code and other federal laws.

Additional guarantees and compensation payments may be fixed by laws of the Russian Federation subjects, collective contracts, agreements on a base of financial situation in Russian Federation subjects and employers.

### **Article 314. Employment period required for guarantees and compensation payments**

The procedure of establishment and calculation of the employment period required for guarantees and compensation payments is set by the Government of Russian Federation in accordance with federal laws.

### **Article 315. Labour payments**

Work in the far north regions and equivalent areas is paid with addition of regional additional payment rates and percent increases to wages.

### **Article 316. Regional additional payment rate**

The regional additional payment rate and payment procedures are specified in federal laws.

### **Article 317. Percent increase to wages**

The persons working in the far north regions and equivalent areas are paid a percent increase to wages for the period of employment in this regions or areas.

The percent of increase and payment procedures are specified in federal laws.

### **Article 318. State guarantees to the employees dismissed due to company liquidation, personnel reductions**

The average wages of employees dismissed from the organizations located in the far north regions and equivalent areas due to liquidation and personnel reductions taking into account month dismissal payment remains to be effected for the period of employment but not more than for six months.

The month dismissal payment and average wages are paid by the employer on the previous work place at his own expense.

### **Article 319. Additional free day**

One of the parents working in the far north regions and equivalent areas and having a child at the age under 16 years old is granted one unpaid free day per month upon his (her) written request.

### **Article 320. Short work week**

Collective and individual labor contracts may limit work of the females working in the far north regions and equivalent areas by 36 hour per week unless federal laws stipulate shorter work hours. The work is paid on the same rate as for full workweek.

### **Article 321. Annual additional paid leave of absence**

In addition to the annual general and additional paid leaves of absence granted under the general procedure the employees are granted additional paid leaves of absence for 24 calendar days for the people working in the far north regions and 16 calendar days for the employees working in the equivalent areas.

The total time of annual paid leaves of absence for by-workers is established on the general grounds.

### **Article 322. Procedure of granting and addition of annual paid leave**

The annual additional paid leave of absence specified in the Article 321 of the present Code is granted to the employees who have been working for the employer for six months.

The total time of annual additional paid leave of absence is estimated by summing up the annual general and all annual additional paid leaves of absence.

Whole or partial summing up of annual paid leaves of absence for the employees working in the far north regions and equivalent areas is allowed for not more than two years. The total time of granted leave should not exceed six months including time of unpaid leave required for trip to the place of leave and back.

The part of annual paid leave not used that exceeds six months is summed up to the leave for the following year.

Upon the request of one of the working parents (tutor) the employer is to grant him (her) annual paid leave of absence or its part (not less than 14 calendar days) to accompany his (her) child under 18 years old entering the secondary or higher education institutions located in the other area to the institution.

If the abovementioned employee has two and more children this leave is granted once per each child.

### **Article 323. Medical service guarantees**

For the employee working in the far north regions and equivalent areas collective contracts may stipulate free travel by train within the Russian Federation territory for medical consultations or treatment upon the appropriate medical report if the employee cannot be consulted or treated at the place of residence.

### **Article 324. Labor contract conclusion with the people who arrived to the Far North regions and equivalent areas**

It is allowed to conclude a labor contract with the people who arrived to the far north regions and equivalent areas if they have a medical report that they have no contraindications for working and living in these areas.

### **Article 325. Reimbursement of expenses for traveling to and from place of leave**

Every two years the people working in the far north regions and equivalent areas have the right for one free travel to and from the place of their leave of absence within the Russian Federation territory by all transport means including private transport

(excluding taxi) paid at the expense of employer as well as paid carriage of their baggage up to 30 kg.

Traveling of the employee by private transport is paid on the minimal traveling cost by the shortest route.

The employers also pay for traveling of the employee's family (to spouse, non-adult children) to and from the place of the employee's leave as well as carriage of their baggage notwithstanding the time of the leave.

Traveling of the employee and members of his (her) family to and from the place of leave is paid before going to the leave on a rate of approximate traveling costs. The final payment is effected on return of the employee from the leave on a base of the presented tickets or other documents.

The payments specified in the present Article are purpose ones and are not summed up in the event if the employee does not use his (her) right for free travel and carriage in proper time.

The guarantees and compensation payments are granted to the employee only at his (her) principal work place.

### **Article 326. Reimbursement of the expenses related to moving into the far north regions and equivalent areas**

The people who concluded labor contracts with the organizations located in the far north regions and equivalent areas and arrived from other regions of the Russian Federation according to these contracts are granted the following guarantees and compensation payments at the expense of employer:

- lump-sum grant in the amount of two monthly official salaries (wages rates per months) and lump-sum grant for each member of the family in the amount of half of the employee's official salary per month (wages rate per month);
- reimbursement for travel of the employee and his (her) family within the Russian Federation territory on a base of actual expenses, as well as for transportation of baggage of not more than five tons per family on a base of actual expenses but not more than railway tariffs;
- paid leave for 7 calendar days to accustom to new place.

The right for free travel and baggage transportation is reserved for one year after conclusion of the labor contract with an employee in this organization in the specified regions and areas.

In the event of moving into a new place of residence due to labor contract cancellation on any reasons (including death of the employee) excluding dismissal of the employee for culpable actions the employee and his (her) family are paid travel and transportation of baggage of not more than five tons upon actual expenses but not more than railway tariffs.

The guarantees and compensation payments specified in the present Article are granted to the employee only at his (her) principal work place.

### **Article 327. Other guarantees and compensation payments**

Laws and other statutory acts stipulate other guarantees and payments of social insurance, pensions, civil construction, etc. to the people working in the far north regions and equivalent areas.

## **CHAPTER 51. SPECIAL PROCEDURES FOR TRANSPORT WORKERS**

### **Article 328. Employment to the work related to transport means operation**

The workers employed to the work related to transport means operation are to pass occupational selection and professional training in the procedure fixed by the federal executive authority for the correspondent transport mean.

The worker is employed to the work directly related to transport means operation after obligatory medical survey in the procedure fixed by the federal executive health care authority and the federal executive authority for the correspondent transport mean.

### **Article 329. Work schedule for transport workers**

The employees whose labor is directly connected to transport mean operation are not allowed to work over the work time set to them in accordance to their profession or job directly related to transport operation as well as work under unhealthy and/or dangerous conditions. The last of professions (jobs) directly connected to

transport operation is to be approved in the procedure set by the Government of Russian Federation.

Special work schedules, labor conditions for certain categories of the workers who directly operate transport means are set by the federal executive authority for the correspondent transport mean. These special procedures should not deteriorate work conditions in comparison the ones stipulated in the present Code.

### **Article 330. Discipline of transport workers**

Discipline of transport workers is regulated by the present Code and disciplinary instructions approved by federal laws.

## **CHAPTER 52. SPECIAL PROCEDURES FOR EDUCATIONAL EMPLOYEES**

### **Article 331. Right to be engaged in educational system**

The people with the educational qualification determined in the procedure specified in standard instructions for correspondent educational institutions approved by the Government of Russian Federation are allowed to work in educational system.

The people for whom educational activity is forbidden by court verdict or by medical indications as well as people who had previous convictions for certain crimes are not allowed to work in education system. The lists of correspondent medical contraindications and crimes are stipulated by federal laws.

### **Article 332. Term of labor contracts with employees of higher education institutions**

All scientific and educational positions in institutes, universities, etc. are filled under a labor contract concluded for five years.

Competitive selection precedes conclusion of the labor contract at filling scientific and educational positions excluding a faculty dean and a sub-faculty head. An instruction on the abovementioned position filling is approved in the procedure fixed by the Government of Russian Federation.

The positions of faculty dean and sub-faculty head of an institute, a university, etc. are elected ones. The election procedure is determined by the by-laws of educational institutions.

In state and municipal institutes, universities, etc. the chancellor, pro-rector, faculty dean, filial (institute) heads are filled by the persons not older than 65 years notwithstanding the labor contract conclusion time. The persons filling the abovementioned positions who reached this age are moved to other jobs correspondent to their qualifications upon their agreement.

A founder (founders) of higher education institutions has the right to increase age of a chancellor up to 70 years upon proposal of an academic council of this institution.

### **Article 333. Work hours of educational employees**

Limited work time of 36 hours per week is established for educational employees of educational institutions.

Teaching load of an educational employee stipulated in a labor contract may be limited with a maximum limit in the events foreseen by the standard instruction on correspondent educational institution approved by the Government of Russian Federation.

Work time (educational work hours for a wages rate) is determined for employees of educational institutions by the Government of Russian Federation taking into consideration their job characteristics and depending on their post and/or profession. Educational workers are allowed to combine jobs including the similar job and professions.

### **Article 334. Annual General Paid Long Leave**

Employees of educational institutions are granted annual general paid long leave which duration is determined by the Government of Russian Federation.

### **Article 335. Long leave of educational employees**

Employees of educational institutions after each 10 years of their continuous service have the right for leave of absence for a period up to one year. The procedure and conditions of this leave are determined by a founder and/or by-law of this institution.

### **Article 336. Additional grounds for cancellation of the labor contract with an educational worker**

In addition to the grounds provided in the present Code and other federal laws reasons for cancellation of labor contracts with educational workers are the following:

- 1) gross violation of educational institution by-law repeated during one year;
- 2) practicing including singular educational methods related to physical and/or moral violence on pupil, student, etc.;
- 3) reaching by a chancellor, pro-rector, faculty dean, filial (institute) head of state or municipal higher education institution the age of 65 years old.

**CHAPTER 53. SPECIAL PROCEDURES FOR THE EMPLOYEES  
SENT TO WORK IN DIPLOMATIC  
REPRESENTATIONS AND CONSULAR OFFICES OF THE  
RUSSIAN FEDERATION  
AS WELL AS REPRESENTATIONS OF FEDERAL EXECUTIVE  
BODIES AND  
PUBLIC INSTITUTIONS OF THE RUSSIAN FEDERATION  
ABROAD**

**Article 337. Bodies sending employees to diplomatic representations and consular offices of the Russian Federation as well as representations of federal executive bodies and public institutions of the Russian Federation abroad**

The especially authorized federal executive bodies and public institutions of the Russian Federation send employees to work in diplomatic representations and consular offices of the Russian Federation as well as representations of federal executive bodies and public institutions of the Russian Federation abroad.

**Article 338. Labor Contract with Employees Sent to Work in Representation of the Russian Federation Abroad**

A labor contract with the employee sent to work in a representation of the Russian Federation abroad is concluded for the period of three years.

Upon expiration of the pointed period the labor contract may be prolonged.

When sending the employee holding a position in a correspondent federal executive body or public institution of the Russian

Federation to work in a representation of the Russian Federation abroad alteration and amendments related to period and conditions of work abroad are made in the labor contract concluded with him (her) before. Upon termination of work abroad this person is employed to the previous or equivalent job (position) and if is not available he is employed to the other job (position) upon his (her) agreement.

### **Article 339. Work conditions for employees sent to work in representations of the Russian Federation abroad**

Work conditions for the employees sent to work in representation of the Russian Federation abroad are determined in labor contracts, which are not to deteriorate work conditions against the present Code.

### **Article 340. Guarantees and compensation payment to the employees sent to work in representations of the Russian Federation abroad**

The procedure and terms of payments related to moving to the place of employment as well as insuring conditions of life for the employees sent to work in representations of the Russian Federation abroad are fixed by the Government of Russian Federation taking into consideration climatic and other conditions in the country of residence.

### **Article 341. Reasons for termination of work in a representation of the Russian Federation abroad**

Work in a representation of the Russian Federation abroad is finished in relation to expiration of the period fixed by correspondent federal executive bodies or public institutions of the Russian Federation when sending the employee or conclusion of a terminal labor contract with him (her).

Work in a representation of the Russian Federation abroad may be ceased before the stipulated time also in the following situations:

1. emergency situation in the country of residence;
2. declaration of the employee a person non-grata or notification from competent authorities of the country of residence that his (her) residence if this country is unacceptable;
3. reduction of quota of diplomatic or service personnel of correspondent representations;

4. non-observance of customs and legislation of a country of residence as well as generally accepted rules of conduct and moral norms by the employee;
5. failure to execute by the employee the obligations under the labor contract on ensuring observance of legislation in the country of residence, generally accepted rules of conduct and moral norms, and rules of residence in force in the representation by members of the employee's family;
6. gross violation of work responsibility as well as work schedule requirements which the employee was informed about upon labor contract conclusion;
7. temporary disablement for the period over two months or in the event of disease preventing work abroad in accordance with the disease list approved in the procedure set by the Government of Russian Federation.

When work in a representation of the Russian Federation abroad is ceased on one of the abovementioned reasons listed in the part two of the present Article the employees who are not included in the personnel the federal executive bodies or public institutions of the Russian Federation sending the them to work abroad are dismissed in accordance with the point 2 of the Article 77 of the present Code. The employees who are in the personnel of the pointed bodies and institutions are dismissed on the reasons provided by the present Code and other federal laws.

## **CHAPTER 54. SPECIAL PROCEDURE FOR EMPLOYEES OF RELIGIOUS ORGANIZATIONS**

### **Article 342. Parties of the contract with a religious organization**

An employer is the religious organization registered in the procedure set be the federal law that concluded the written labor contract with an employee.

An employee is a person over 18 years old who concluded the labor contract with a religious organization, personally executes certain work, and obeys internal regulations of the religious organization.

### **Article 343. Religious organization internal regulations**

Rights and responsibility of labor contract parties are determined in the labor contract taking into account special procedures and rules set in the internal regulations of the religious organization which are

not to contradict the Constitution of Russian Federation, the present Code and other federal laws.

#### **Article 344. Special procedure for conclusion of labour contract with a religious organization and its alteration**

The labor contract between an employee and a religious organization may be concluded for a determined period of time.

When concluding the labor contract the employee takes responsibility to perform any work specified in the contract and not forbidden by the law.

The labor contract includes essential terms and conditions for the employee and the religious organization as an employer in accordance with the present Code and internal regulation of the organization.

If alteration of the labor contract essentials is necessary an organization is to notify an employee in written form not later than for 7 days in advance.

#### **Article 345. Work schedule of religious organization employees**

Work schedule of religious organization employees is determined taking into consideration the standard work hours specified by the present Code and the schedule of religious rituals and other activity of the religious organization set by its internal regulations.

#### **Article 346. Liability of religious organization employees**

A contract about full liability may be concluded with religious organization employees in accordance with the list set in the internal regulation of religious organization.

#### **Article 347. Cancellation of a labor contract with a religious organization employee**

In addition to the reasons foreseen in the present Code a labor contract with a religious organization employee may be terminated upon the reasons specified in the labor contract.

The terms of notification about labor contract cancellation upon the reasons specified in the labor contract with a religious organization employee as well as the procedure and conditions of granting

guarantees and compensation payments to the abovementioned employee related to this dismissal are specified in the labor contract.

### **Article 348. Arbitration of individual labor disputes of religious organization employees**

The individual labor disputes not settled between an employee and a religious organization as an employer are considered by court.

## **CHAPTER 55. FACTORS, REGULATING LABOR CONDITIONS OF OTHER CATEGORIES OF EMPLOYEES.**

### **Article 349. Regulation of labor conditions of persons, employed in military establishments of the Russian Federation and in federal bodies of the executive authority, in which military service is stipulated by the legislation of the Russian Federation, as well as persons, undergoing an alternative civil service, in place of the military**

Persons, employed under contract conditions in military bodies, establishments, military higher and secondary professional training and educational institutions and in federal bodies of the executive authority, in which military service is stipulated by the legislation of the Russian Federation, as well as persons, undergoing an alternative civil service in place of the military, are subject to regulating factors, provided by the Labor Code, federal laws and other regulations and legal acts. In accordance with the goals and tasks of the bodies and organizations, set forth in the first part of this Article, special salary payment conditions, as well as other benefits are provided for employees, mentioned herein.

### **Article 350. Factors, regulating labor conditions of medical workers**

The number of working hours for medical workers is set to the limit of not more than 39 hours a week. Depending on a position and (or) speciality, the number of working hours for medical workers is defined by the government of the Russian Federation.

For medical workers, employed in public health care organizations, who live and work in rural areas and small towns, the number of working hours, available for dual jobholding can be increased by the decision of the government of the Russian Federation, made with

the consideration of the opinion of respective all-Russian trade union and an association of employers.

**Article 351. Regulation of labor conditions of intellectual workers of mass media, cinematography organizations, theater, theatrical and concert organizations, circuses and other persons, participating in the creation and (or) performance of artistic matter, professional sportsmen**

Intellectual workers of mass media, cinematography organizations, theater, theatrical and concert organizations, circuses and other persons, participating in the creation and (or) performance of artistic matter, professional sportsmen are subject to regulating factors, provided by the Labor Code, federal laws and other regulations and legal acts.

**PART FIVE**

**SECTION XIII. PROTECTION OF LABOR RIGHTS OF EMPLOYEES. RESOLUTION OF LABOR DISPUTES. RESPONSIBILITY FOR THE INFRINGEMENT OF THE LABOR CODE.**

**CHAPTER 56. GENERAL PROVISIONS.**

**Article 352. Ways of protection of labor rights of employees.**

The basic ways of protection of labor rights of employees are the following:

- State supervision and control over the observance of the Labor Code;
- protection of labor rights of employees by trade unions;
- protection of labor rights by the employees themselves.

**CHAPTER 57. STATE SUPERVISION AND CONTROL OVER THE OBSERVANCE OF THE LABOR CODE AND OTHER LEGAL ACTS, CONTAINING LABOR REGULATIONS**

**Article 353. Bodies of the State supervision and control over the observance of the Labor Code and other legal acts, containing labor regulations.**

State supervision and control over the observance of the Labor Code and other legal acts, containing labor regulations in all

organizations on the territory of the Russian Federation is implemented by the bodies of the Federal Labor Inspection.

State supervision over the observance of labor security rules, while carrying out works in some fields of industry and at selective industrial sites is implemented by the bodies of the Federal Labor Inspection, as well as by specially authorized bodies - Federal Controls.

The inner departmental state supervision over the observance of the Labor Code and other legal acts, containing labor regulations in departmental organizations is implemented by the bodies of federal executive authority, the bodies of executive authority of the subjects of the Russian Federation and the local governments.

State supervision over the accurate and uniform observance of the Labor Code and other legal acts, containing labor regulations.

is implemented by the Attorney-General of the Russian Federation and by attorneys, subordinate to him in accordance with the Federal Law.

#### **Article 354. Federal Labor Inspection.**

Federal Labor Inspection is a joint, centralized system of state bodies, implementing the supervision and control over the observance of the Labor Code and other legal acts, containing labor regulations on the territory of the Russian Federation.

The provisions of Federal Labor Inspection are approved by the government of the Russian Federation.

The administration of the Federal Labor Inspection activity is carried out by the state Labor Inspector-General of the Russian Federation, appointed and acquitted of the position by the government of the Russian Federation.

Heads of the state Labor Inspections - the chief state labor inspectors are appointed and acquitted of their positions by the Labor Inspector-General of the Russian Federation.

#### **Article 355. Principles of activity and basic tasks of the bodies of the Federal Labor Inspection.**

The activity of the bodies of the Federal Labor Inspection and its officials is based on the principles of respect, observance and

protection of rights and liberties of a person and a citizen, lawfulness, objectivity, independence and the freedom of speech.

The basic tasks of the Federal Labor Inspection are the following:

- provision of observance and protection of labor rights and liberties, including the right to safe labor conditions;
- provision of observance of the Labor Code and other legal acts, containing labor regulations by an employer;
- provision of employers and employees with the information as to the most effective means and ways of observance of the provisions of the Labor Code and other legal acts, containing labor regulations;
- informing respective state bodies of the facts of infringements, actions (hibernations) or abuse, which are not subject to regulations and other legal acts.

### **Article 356. Basic authorities of the bodies of Federal Labor Inspection.**

In accordance with basic tasks, delegated, the bodies of Federal Labor Inspection exercise the following authorities:

- implement the supervision and control over the observance of the Labor Code and other legal acts, containing labor regulations by way of inspection checks, surveys, issuance of binding instructions, pertaining to the liquidation of infringements and by calling the guilty to account for their deeds in accordance with the Federal Law;
- analyze the circumstances and reasons of the infringements disclosed, taking measures for their liquidation and restoration of the citizens' labor rights infringed;
- process the administrative infringement acts in accordance with the Federal Law;
- provide relevant information in a due way and according to the procedures set, for the federal bodies of the executive authority, the bodies of the executive authority of the subjects of the Russian Federation, local governments, law enforcement agencies and courts;
- realize measures, coordinating the activities of departmental supervising and controlling bodies and the bodies of federal executive authority, providing the observance of the Labor Code and other legal acts, containing labor regulations;
- implement the preventive inspection of building of new and rebuilding of the operating industrial objects and

- their putting into operation with the aim to eliminate project declentions, which can result in worsening of labor conditions and their safety decrease;
- implement supervision and control over the observance of the procedures set for the investigation and registration of industrial accidents;
- sum up application practices, analyze reasons, leading to the infringement of the Labor Code and other legal acts, containing labor regulations and develop recommendations for their improvement;
- analyze the state and the reasons of industrial traumatism and develop recommendations as to the measures preventing it, participate in the investigations of the cases of industrial accidents or conduct such investigations on their own accord;
- issue expert conclusions as to the compliance of drafts of building standards and rules and other regulating acts with the provisions of the Labor Code and other legal acts, containing labor regulations, process and coordinate the drafts of sector-specific and inter-industry labor safety regulations;
- participate, according to the procedures set, in the development of the state labor safety regulations;
- take measures, facilitating the participation of qualified experts with the aim to provide proper applications of the provisions of the Labor Code and other legal acts, pertaining to the protection of health and safekeeping of employees in the course of fulfillment of their duties and also obtaining information on the influence of the ways applied and materials used on the state of health and safekeeping of employees;
- prompt federal bodies of the executive authority and its territorial bodies, as well as bodies of the executive authority of the subjects of the Russian Federation, bodies of local governments, public prosecution's office, court bodies and other organizations for the information, necessary for the performance of their duties and receive it gratuitously;
- receive citizens and process applications, letters, claims, complaints and other appeals of employees, referring to the infringement of their labor rights, take measures for the elimination of infringements disclosed and restoration of rights infringed;
- inform the public of disclosed infringements of the Labor Code and other legal acts, containing labor regulations, promulgate information pertaining to labor rights;
- prepare and publish annual reports about the observance of the Labor Code and other legal acts, containing labor

regulations, submitting them to the President of the Russian Federation and the government of the Russian Federation according to the procedures set.

### **Article 357. Basic rights of the state Labor Inspectors.**

State Labor Inspectors (legal, labor safety), while exercising their supervising and control activity, have the right to:

- without any hindrance and in any time of day and night, bearing the due certificate, visit organizations, belonging to every legal form and category of property with the purpose of inspecting;
- prompt employers and their representatives, as well as bodies of executive authority and local governments for documents, explanations and information, facilitating the performance of supervising and control functions and receive them gratuitously;
- have samples of materials and substances used or processed, for the purposes of analysis, notifying an employer or his representative of the fact and drawing respective deed;
- investigate into industrial accidents according to the procedures set;
- charge employers and their representatives with binding directives pertaining to the elimination of infringements of the Labor Code and other legal acts, containing labor regulations, as well as restoration of infringed labor rights of an employee, calling the guilty to account for the said infringements and taking respective disciplinary measures or acquitting them of their positions according to the procedures set;
- suspend the work of organizations, separate production units and equipment with the purpose of disclosing labor safety regulations infringements, threatening the life and health of employees, till the elimination of the said infringements;
- charge the courts with claims to liquidate organizations or stop the activity of their branches on the grounds of labor safety regulations infringements, based on the conclusion of state expertise of labor conditions;
- stand off the work persons, who failed to undergo training on the subject of safe ways and means of work performance, labor safety briefing, probation of duty and labor safety regulations check;

- ban the use and production of individual and collective worker's protection devices, having no certificate of compliance or not complying with labor safety regulations;
- grant permissions for building, reconstruction and technical renovation of industrial facilities, production and implementation of new equipment and technologies;
- issue conclusions as to the possibility of putting into operation of new and renovated industrial facilities;
- call to the administrative penalty of persons, found guilty of the infringement of laws and other legal acts, containing labor regulations, according to the procedures, set by the legislation of the Russian Federation, invite them to visit Labor Inspection in connection with the materials processed and submit conclusive evidence substantiating criminal charges of the said persons to law enforcement agencies, bring actions to court;
- appear as experts in courts, examining claims, concerning the infringement of laws and other legal acts, containing labor regulations, involving compensations for employee's health damages, brought at work.

In case of an appeal, submitted to the Labor Inspection by a trade union, an employee, or other person, on the issue, processed by the respective body, examining individual or collective labor disputes (except claims, already under court examination or issues with a court ruling), a state labor inspector, upon the disclosure of an infringement of the Labor Code or other legal acts, containing labor regulations, has the right to charge an employer with a binding directive. A court appeal against the directive can be submitted within ten days since the moment of obtaining of the said directive by an employer or his representative.

### **Article 358. Responsibilities of state labor inspectors.**

While exercising supervising and controlling activity, state labor inspectors must abide by the Constitution of the Russian Federation, the Labor Code and other legal acts, containing labor regulations, as well as legal acts, regulating the activities of bodies and officials of the Federal Labor Inspection.

State labor inspectors must keep the secret, protected by law (state, official, commercial and other), which became known to them in the course of fulfillment of their duties and also after their vacation from the position, treat the source of every complaint against the drawbacks or infringements of laws and other legal acts,

containing labor regulations as strictly confidential, refrain from informing an employer of the claimant, in case the inspection is substantiating on his claim and the claimant expressly wishes that his employer is not to be informed of the source of claim.

### **Article 359. Independence of state labor inspectors.**

While exercising their rights and duties, state labor inspectors are authorized representatives of the State and are therefore State-protected, acting independently of the state bodies and its officials, abiding only by the Constitution of the Russian Federation, federal laws and other legal acts.

### **Article 360. Procedure of inspection of organizations.**

The procedure of inspection by the officials and the bodies of the Federal Labor Inspection is set in accordance with the conventions of the International Labor Organization on the issues of labor inspection, ratified by the Russian Federation, this Code, other federal laws and by the decrees of the government of the Russian Federation and other legal acts.

State labor inspectors, exercising state supervision and control over the observance of the Labor Code and other legal acts, containing labor regulations, inspect any organizations on the territory of the Russian Federation, irrespective of their legal forms and categories of property.

While carrying out the inspection, the state labor inspector can notify of his presence an employer or his representative only if he considers such notification not harmful to the efficiency of the inspection.

Organizations of the Armed Forces of the Russian Federation, border protection forces, state security bodies, bodies of domestic affairs, other law enforcement agencies, penitentiary institutions and nuclear and defense industry organizations are subject to inspection checks, carried out according to a special procedure, which provides the following:

- admission for only these state labor inspectors, who were granted a special pass earlier;
- carrying out of inspection checks in a specified period of time;

- restriction on carrying out of inspection checks in the period of field days, maneuvers, announced periods of heightened alert or war.

Special procedure for carrying out of inspection checks is set according to federal laws and other legal acts.

### **Article 361. Appealing against verdicts of state labor inspectors**

Appeals against verdicts of state labor inspectors can be submitted to their superior, the Labor Inspector-General of the Russian Federation and (or) to court. Verdicts of the Labor Inspector-General of the Russian Federation can be appealed against in court.

### **Article 362. Responsibility for the infringement of the Labor Code and other legal acts, containing labor regulations.**

Heads and other officials of organizations, found guilty of infringement of the Labor Code and other legal acts, containing labor regulations, are responsible in cases and according to the procedure, set by federal laws.

### **Article 363. Responsibility for the disturbance of activity of state labor inspectors**

Persons, disturbing the implementation of the state supervision and control over the observance of the Labor Code and other legal acts, containing labor regulations, not executing directives, charged, applying threats of violence or violent actions against state labor inspectors, members of their families and property, are subjects to responsibility, set by federal laws.

### **Article 364. Responsibility of state labor inspectors**

State labor inspectors are subjects to responsibility, set by federal laws for unlawful acts or hibernation.

### **Article 365 Cooperation of bodies of the Federal Labor Inspection with other bodies and organizations**

Bodies of the Federal Labor Inspection implement their activities in cooperation with other federal bodies of supervision and control, persecutor's office, federal bodies of executive authority, bodies of executive authority of the subjects of the Russian Federation, bodies of local governments, trade unions (their associations), associations

of employers and other organizations. Coordination of activity of bodies of state supervision and control and bodies of the public control, carried out by trade unions (their associations), relating to the observance of laws and other legal acts, containing labor regulations, is implemented by Federal Labor Inspection.

### **Article 366. State supervision over the observance of industrial works safety regulations**

State supervision over the observance of labor safety regulations in selective industries and sites is implemented by a special body, responsible for the issues of mining and industrial control, authorized to supervise the observance of labor regulations in coal and ore-mining industry, mining-chemical, non-ore, oil and gas producing industries, chemical, metallurgical and oil and gas processing industries, as well as in field prospecting expeditions and crews and also in construction and exploitation of lifting installations, boilers and vessels, working under pressure, steam and hot water pipelines, facilities, relating to the production, transportation, storage and usage of gas and industrial explosive works.

In the course of performing of their duties, the staff of the special body acts independently and abides by law only.

### **Article 367. State electrical power control**

State supervision over the measures, providing safe maintenance of electrical and heat emitting installations is implemented by a special body, responsible for electrical power control in the Russian Federation.

In the course of taking measures, listed in the first part of this Article, the staff of a special body, responsible for electrical power control, acts independently and abides by law only.

### **Article 368 State sanitary-epidemiological control**

State sanitary-epidemiological supervision over the observance of sanitary-hygienic and anti-epidemiological standards and regulations is implemented by a special body, responsible for issues of sanitary-epidemiological control in the Russian Federation.

In the course of performing of supervision over the observance of standards and regulations, listed in the first part of this Article, the staff of a special body acts independently and abides by law only.

### **Article 369 State nuclear and radiation safety control.**

State supervision over the observance of nuclear and radiation safety regulations is implemented by a special body, responsible for the issues of nuclear and radiation safety control in the Russian Federation.

Persons, implementing the supervision over nuclear and radiation safety, must inform employees and employers of the infringements of nuclear and radiation safety regulations in organizations currently under inspection check.

In the course of performing of supervision over nuclear and radiation safety, the staff of a special body acts independently and abides by law only.

## **CHAPTER 58. PROTECTION OF LABOR RIGHTS OF EMPLOYEES BY TRADE UNIONS**

### **Article 370. The right of trade unions to supervise over the observance of the Labor Code and other legal acts, containing labor regulations.**

Trade unions have the right to supervise over the observance of the Labor Code and other legal acts, containing labor regulations by employers and their representatives.

In a week after being charged with the directive to eliminate infringements disclosed, employers must inform the respective trade union body of the results and measures taken.

For the purpose of implementation of the supervision over the observance of the Labor Code and other legal acts, containing labor regulations, the all-Russian trade unions and their associations can establish legal and technical trade union labor inspections, authorized according to the provisions, approved by the all-Russian trade unions and their associations.

Interregional, as well as territorial alliance (association) of trade union organizations, acting on the territory of a subject of the Russian Federation, can establish legal and technical trade union

labor inspections, effective on the provisions, approved in accordance with the provisions of the typical charter of the respective all-Russian trade union association.

Trade union labor inspectors, according to the procedures set, have the right to visit unhindered organizations, in which members of a given trade union or trade unions, forming part of an association, are employed, with the purpose of inspecting the observance of the Labor Code and other legal acts, containing labor regulations, as well as compliance with the provisions of collective contract, agreement.

Trade union labor inspectors, persons, authorized to protect trade union labor conditions (trustees) have the right to:

- supervise over the observance of the Labor Code and other legal acts, containing labor regulations by employers;
- carry out independent expertise of work conditions and labor safety regulations provision;
- participate in investigation procedures of industrial accidents and professional diseases; obtain information from the heads and other officials of organizations, referring to the state of work conditions and labor protection, as well as to all industrial accidents and professional diseases;
- protect rights and interests of the members of the trade union in respect of compensation for employee's health damages, brought at work ;
- charge employers with the directives to stop works in cases of immediate threat for the life and health of employees;
- present employers with notations, pertaining to elimination of infringements of laws and other legal acts, containing labor regulations, binding in their action;
- check the state of work conditions and labor protection, as well as employer's fulfillment of provisions of collective contracts and agreements;
- participate as independent experts in the work of commissions, testing and approving the exploitation of industrial objects and production facilities;
- participate in the procedures of resolution of labor disputes , connected with the infringement of labor protection laws, conditions, provided by collective contracts and agreements, as well as with the alternation of work conditions;
- participate in the development of laws and other legal acts, containing labor regulations;

- participate in the development of drafts of labor protective bylaws and coordinate them according to the procedure, set by the government of the Russian Federation;
- petition respective bodies with charges referring to persons, guilty of infringement of laws and other legal acts, containing labor regulations and of concealment of industrial accidents.

Trade unions and their labor inspections, in the course of fulfillment of the said duties cooperate with the state bodies of supervision and control over the observance of laws and other legal acts, containing labor regulations.

Persons, authorized to protect trade union labor conditions (trustees) have the right to inspect the observance of labor protection regulations unhindered and present employers with notations, pertaining to elimination of infringements of labor protection regulations, binding in their action.

**Article 371. Employer's decision, made considering the opinion of a trade union body.**

Employer is making decisions with due consideration of the opinion of respective trade union body in cases, stipulated by this Code.

**Article 372. The procedure of consideration of opinion of an elective trade union body, representing an organization employees' interests when approving local bylaws, containing labor regulations.**

In cases, stipulated by this Code, employer submits a draft of a local bylaw, containing labor regulations and its substantiation to the elective trade union body, representing the interests of all or the majority of employees of a given organization, prior to making a decision.

Not later, than in five working days, after the obtainment of the said draft of local bylaw, the elective trade union body presents the employer with the motivated opinion, referring to the draft in written form.

In case the motivated opinion of the elective trade union body does not agree with the draft of a bylaw, or contains suggestions on its improvement, the employer can either agree with it, or must consult the elective trade union body with the purpose of arriving at

mutually acceptable decision not later than in three days after the obtainment of the motivated opinion.

In case the decision is not reached, resulting disputes are entered on the records and the employer has the right to accept local bylaw, containing labor regulations, which can be appealed against in the respective state labor inspection or in court, while the elective trade union body has the right to initiate the procedure of a collective labor dispute, according to the procedure, set by this Code.

Upon the obtainment of a claim (statement) of the elective trade union body, state labor inspection must carry out the check not later than in a month after the obtainment of the claim and charge the employer with a binding directive, rendering the local bylaw ineffective in case any infringements are disclosed.

**Article 373. The procedure of consideration of motivated opinion of an elective trade union body, in case of termination of labor contract, initiated by the employer**

In case the decision is made, facilitating possible termination of labor contract in accordance with item 2, sub-item "b" of item 3 and item 5 of the Article 81 of this Code, with an employee, who is a member of a trade union, the employer submits a draft of an order, together with copies of document, substantiating such a decision to the respective elective trade union body.

The elective trade union body estimates the draft of the order and copies of documents in the period of seven working days and presents the employer with its motivated opinion in written form. The opinion, not presented in seven working days or unmotivated opinion is ignored by the employer.

In case the elective trade union body does not agree with the proposed decision of the employer, it consults the employer or his representative within three working days, with the results of consultations entered on the records. If the agreement of opinions is not reached after the consultations, the employer, after the expiry of the period of ten days since the day the draft of the order and copies of documents were submitted to the selective trade union body, has the right to make the final decision, which can be appealed against in the respective state labor inspection. State Labor Inspection processes the case of dismissal within ten days after the obtainment of the claim (statement), and in case of

rendering it unlawful charges the employer with binding directive to restore the employee to his position, paying for the forced truancy.

Following the above described procedure does not deprive an employee or selective trade union body, representing his interests, the right to appeal against dismissal to the court. Equally the employer is not deprived of the right to appeal to the court against the directive of the state Labor Inspection.

The employer has the right to terminate labor contract not later than in a month after the obtainment of the motivated opinion of the selective trade union body.

**Article 374. Guarantees for employees, members of elective trade union collegial bodies, who are fulltime workers.**

Dismissal, initiated by the employer in compliance with item 2, sub-item "b" of item 3 and item 5 of the Article 81 of this Code, of heads (their deputies) of elective collegial bodies of an organization and its structural departments (no smaller than shops and equaling them), who are fulltime workers, is permissible, except in cases of standard dismissal procedure set, only with the consent of a superior elective trade union body, obtained in advance.

In case the superior elective trade union body is absent, the dismissal of said employees is carried out according to the procedure, set in Article 373 of this Code.

Members of elective trade union bodies, who are fulltime workers in any given organization, are subject to temporary relief from the fulfillment of their direct work duties as delegates of congresses and conferences, organized by trade unions and also for the purpose of participation in the work of elective trade union bodies. Temporary relief conditions and the procedure of salary payout for the period of participation in actions listed, is defined by the provisions of a collective contract, agreement.

**Article 375. Guarantees for fulltime trade union workers, elected to trade union bodies.**

The employee, relieved from the fulfillment of his direct work duties in connection with his election to the trade union body of a given organization is granted his former work (position) in the same organization after the end of his office term. In case of unavailability of such work (position), he is provided with an equivalent work

(position). If an employee refuses the work (position) proposed, his labor contract is terminated according to item 7 of the Article 77 of this Code.

In case of unavailability of granting an adequate work (position) within the same organization in case of its reorganization or in case of its liquidation, the average monthly salary of an employee is preserved either by a legal representative of a given organization or by the all-Russian (interregional) trade union during the period of employment search, but not more than for six months and in cases of training or retraining - for the period of up to a year.

The term of work of fulltime trade union workers, elected to an elective trade union body of a given organization makes a part of the overall duration of their general or special work length.

An employee, relieved from the fulfillment of his direct working duties in connection with his election to an elective body of a primary trade union organization, has the same labor rights, guarantees and privileges as other employees of an organization in compliance with the provisions of a collective contract.

### **Article 376. Labor rights guarantees for employees, members of an elective trade union body**

Termination of a labor contract, initiated by an employer according to item 2, sub-item "b" of item 3 and item 5 of the Article 81 of this Code, with the head of an elective trade union body of a given organization and his deputies in two years period after the end of their office term is permissible only according to the procedure, set by the Article 374 of this Code.

### **Article 377. Obligations of an employer as to the provision of conditions, facilitating the activity of an elective trade union body**

An employer must provide elective bodies of primary trade union organizations, working in a given organization, a room for holding meetings, storage of documents, as well as provide a location, accessible by all employees, for the placement of relevant information. All provisions are to be made free of charge.

In an organization with more than 100 employees, an employer provides an elective trade union body, working in the organization at least one room, equipped with central heating and electricity, as

well as office appliances, means of communication and necessary bylaws. All the provisions are made free of charge. Other provisions, improving work conditions of said trade union bodies may be stipulated by the collective contract.

An employer, in compliance with the stipulations of the collective contract, can provide an elective trade union body with the right to use free of charge buildings, installations, accommodation facilities and other objects, either belonging to or rented by the employer, as well as recreational facilities, sporting and health centers, necessary for the organization and implementation of cultural and health caring activity, aimed at employees and members of their families. Trade unions have no right to charge fees for the use of these facilities by employees, non-members of said trade unions, higher than those set for the members of the said trade unions.

In cases, stipulated by a collective contract, an employer allocates financial funds of a primary trade union organization for the provision of cultural and health caring activity.

Provided with written statements of employees, the members of a trade union, an employer makes a free of charge monthly transfer of trade union fees, subtracted from the salaries of employees, to the account of a trade union organization. The procedure of fees transfer is set by the provisions of a collective agreement. An employer has no right to delay the transfer of the fees said.

In organizations, guided by collective contracts, or in these, falling within the sphere of trade (inter-trade) contracts, employers, provided with written statement of employees, non-members of a trade union, make a monthly transfer of funds, subtracted from the salaries of said employees, to the account of a trade union organization on conditions and according to the procedure, stipulated by collective contracts, trade (inter-trade) contracts.

Salary of the head of an elective trade union body of an organization can be paid on account of funds of the organization to the amount, set by the collective contract.

### **Article 378. Responsibility for the infringement of rights of trade unions**

Persons, infringing the rights and guarantees of activity of trade unions bear responsibility in compliance with the federal law.

## **CHAPTER 59. PROTECTION OF LABOR RIGHTS BY EMPLOYEES THEMSELVES**

### **Article 379. Forms of protection**

Pursuing the purposes of labor rights protection, an employee can refuse to fulfill the work, not stipulated by the collective contract as well as to refuse the fulfillment of work, posing an immediate threat for his life and health, except in cases, stipulated by federal laws. In the period of refusal from the fulfillment of said work all the rights of an employee, stipulated by this Code, other laws and other legal acts are preserved.

### **Article 380. Employer's obligation not to block the protection of labor rights**

An employer, employer's representatives have no right to block the protection of labor rights by employees themselves. Persecution of employees for the use of protection methods, allowed by law is forbidden.

## **CHAPTER 60. PROCESSING OF INDIVIDUAL LABOR DISPUTES**

### **Article 381. The concept of an individual labor dispute**

Individual labor dispute is a sum of unsolved differences between an employer and an employee, on issues, regarding the application of laws and other legal acts, containing labor regulations, as well as the application of collective contract, agreement or labor contract (including these, pertaining to setting or modifying individual labor conditions), of which a claim is submitted to the body, engaged in processing individual labor disputes.

Individual labor dispute is considered to be a dispute between an employer and a person, who stood in labor relations with the said employer earlier, as well as a person, wishing to enter into a labor contract with the employer, in case the employer refuses to enter such a contract.

### **Article 382. Bodies, engaged in processing of individual labor disputes**

Individual labor disputes are processed by labor dispute commissions and by courts.

### **Article 383. The procedure of processing of labor disputes**

The procedure of processing of labor disputes is regulated by this Code and other federal laws. The procedure of processing of labor disputes in court is farther defined by the civil procedural legislation of the Russian federation.

Factors, pertaining to the processing of individual labor disputes of selective categories of employees are set by federal laws.

#### **Article 384. Formation of labor dispute commissions**

Labor dispute commissions are formed on the initiative of employees and (or) employer from the representatives of employees and employer in equal numbers

Representatives of employees are elected to the labor dispute commission by the general meeting (conference) of employees of an organization or are delegated by the representative body of employees with subsequent approval by the general meeting (conference) of employees of an organization.

Representatives of an employer are appointed to the commission by the head of an organization.

By the resolution of the general meeting of employees, labor dispute commissions can be formed in structural departments of an organization. These commissions are formed and are working on the grounds, similar to those of labor dispute commissions of an organization. Departmental labor dispute commissions can process individual labor disputes within the frame of reference of these departments.

Labor dispute commission has a seal of its own. Organizational and technical provisions, facilitating the commission's activity are implemented by an employer.

Labor dispute commission elects a chairman and a secretary among its members.

#### **Article 385. Frame of reference of labor dispute commissions**

Labor dispute commission is a body, processing individual labor disputes, arising in organizations, with the exception of disputes, for which other processing procedure is set by this Code and other federal laws.

An individual labor dispute is processed by the labor dispute commission if an employee in the course of direct discussion with an employer did not solve the differences himself or with the participation of his representative.

### **Article 386. The period of appeal to the labor dispute commission**

An employee can submit an appeal to the labor dispute commission in the period of three months, since the moment he learned or was supposed to learn about the infringement of his right.

In case the period set is missed due to considerate reasons, the labor dispute commission can restore the period and solve the dispute in essence.

### **Article 387. The procedure of processing of an individual labor dispute in the labor dispute commission**

Employee's appeal, submitted to the labor dispute commission is subject to obligatory registration by the said commission.

Labor dispute commission must process an individual labor dispute in ten calendar days since the submission of an appeal by an employee.

The dispute is processed in the presence of the employee, who submitted an appeal, or his authorized representative. Processing of a dispute in the absence of an employee or his representative is permitted only by his written consent. If an employee or his representative fail to appear before the commission, the processing of the labor dispute is postponed. If an employee or his representative fail to appear before the commission for the second time with no considerate reasons, the commission may cancel the processing at all, which fact does not deprive an employee of the right to appeal to the commission for the second time within the period, set by this Code.

Labor dispute commission has the right to summon witnesses and invite experts. On demand of the commission the head of an organization must provide the commission with all necessary documents in the period set.

Proceeding of the commission is considered legally competent if not less than a half of its members, representing employees and not

less than a half of its members, representing an employer is present.

Proceedings of labor dispute commission are entered on the records, signed by the chairman of the commission or his deputy and stamped by the seal of the commission.

### **Article 388. Procedures for issue of a decision by the industrial disputes commission and the subject thereof**

The Industrial Disputes Commission shall make a decision by secret ballot with a majority of votes being present at the meeting of members of the Commission.

The decision of the Industrial Disputes Commission shall include:

- name of organization (subdivision), full name, title, profession or specialty of the employee who referred to the Commission;
- dates of referring to the Commission and complaint hearing, the subject of a dispute;
- full names of members of the Commission and other persons appeared at the meeting;
- the subject of a decision and the grounds thereof (with reference to Law or any other Standard Act);
- the ballot results.

Duly notarized copies of the decision of the Industrial Disputes Commission shall be given to employee and manager within three days of the decision.

### **Article 389. Enforcement of decisions of the Industrial Disputes Commission**

The decision of the Industrial Disputes Commission is subject to enforcement within three days upon expiration of ten days period provided for appeal.

In case of failure to enforce such decision in fixed time, the Industrial Disputes Commission shall issue to employee a certificate being a writ. The certificate shall not be issued if employee or employer applied in fixed time in order to refer the industrial dispute to the Court.

On the basis of the certificate issued by the Industrial Disputes Commission and submitted within three months of its receipt, the

bailiff shall enforce the decision of the Industrial Disputes Commission compulsorily.

In the event that the employee fails to apply within the fixed three months with valid reasons, the Industrial Disputes Commission may reestablish this term.

### **Article 390. Appeal of a decision of the Industrial Disputes Commission`s and referring of an individual industrial dispute to the Court**

In the event that the Commission fails to hear an individual industrial dispute within ten days, the employee shall be entitled to refer his complaint to the Court.

The decision of the Industrial Disputes Commission may be appealed at the court by the employee or the employer within ten days of issuing him a copy thereof.

In case of failure to do so within the fixed time with valid reasons, the court may reestablish the term and consider the subject of the individual industrial dispute.

### **Article 391. Settlement of individual industrial disputes at the court**

The court shall hear individual industrial disputes upon claims by employee, employer or trade union protecting the interests of employees, in case that they disagree with the Commission`s decision, or where the employer refers to the court without his prior reference to the Commission, as well as upon the prosecutor`s claim in case of the decision being controversy to laws or other Standard Acts.

The following claims for individual industrial disputes shall be considered directly at the court:

- if a claim is submitted by the employee on reinstatement regardless of the grounds for termination of employment contract, on change of date or wording of the reason of dismissal, on re-engagement, on forced absence compensation or on wage difference while hired at a lower paid job;
- if a claim is submitted by the employer on indemnification by employee to organization, unless otherwise provided by federal statutes.

Other individual industrial disputes subject to hearing at the court directly:

- refusal to hire;
- disputes submitted by employees hired by employers - individuals on contractual basis;
- disputes submitted by persons allegedly discriminated.

### **Article 392. Terms of reference to the court for settlement of an individual industrial dispute**

Employee has the right to refer to the court in order to have his dispute resolved within three months from the date where he became aware or should have become aware of the violation of his right, and for dismissal disputes - within one month of issuing him a copy of the dismissal order or a work-book.

Employer may refer to the court a dispute concerning indemnification by employee of the damage caused to organization within one year from the date of this damage being found.

If case of failure to do so within the terms stated herein with valid reasons, the court may reestablish them.

### **Article 393. Exempt of employees from legal expenses**

Employees referring to the court with claims arising out of employment relations, shall be exempted from fees and legal expenses.

### **Article 394. Ruling on industrial disputes of dismissal and re-engagement**

In case of finding dismissal or re-engagement being unfair, the employee shall be reinstated by the industrial tribunal.

The industrial tribunal shall rule on average wage payable to employee for his forced absence, or wage difference while him being hired at a lower paid job.

Upon employee`s claim the industrial tribunal may limit itself to ruling on payment of such benefits in his favour.

Upon employee`s complaint the industrial tribunal may decide to modify a wording of the grounds for dismissal as resignation on the basis of employee`s own intent.

In case of acknowledging a wording of the grounds for dismissal being improper or controversy to law, the industrial tribunal shall be liable to modify it and state in the decision the reason of and the grounds for the dismissal strictly following the wording of this Code or any other federal statute.

In the event that an improper wording of a reason of dismissal in a work-book prevented from re-employment elsewhere, the court shall decide on payment to the employee of average wage for the time of forced absence.

In case of unlawful or unfair dismissal, or illegal re-engagement, the court may, upon employee`s claim, decide on indemnification for moral damage caused to employee by such actions. The court shall determine the amount of a compensation.

### **Article 395. Satisfaction of money claims of the employee**

Any money claims of employee, acknowledged by the industrial tribunal as warranted, shall be paid in the total amount.

### **Article 396. Enforcement of decisions on reinstatement**

Decision on reinstatement of employee, dismissed unlawfully, on reinstatement in his previous job of employee re-engaged unlawfully, shall be subject to immediate enforcement. In case of delay by employer of enforcement of such decision, the respective body shall determine a payment to employee of average wage or wage difference for the whole period of such delay.

### **Article 397. Restriction on reclaim of sums paid upon the decision of industrial tribunals**

In the event of the decision being cancelled under control, reclaim of sums, paid to employee upon such decision of industrial tribunals, shall be possible only provided the decision cancelled is based on false data or forged documents submitted by employee.

## **CHAPTER 61. CONSIDERATION OF COLLECTIVE INDUSTRIAL DISPUTES**

### **Article 398. Main concepts**

Collective industrial dispute is unsettled controversies between employees (their representatives) and employers (their representatives), concerning establishment and change of labour

conditions (including a wage), conclusion, modification and performance of contracts, agreements, as well as relating to employer`s refusal to consider the opinion of an elective representative unit of employees for adoption of acts, containing norms of the labour law, within organizations.

Conciliatory procedures are consideration of a collective industrial dispute for the purpose of its settlement through the Commission for Conciliation, mediation and/or at the industrial arbitration.

The beginning of a collective industrial dispute shall be the day of issue of the employer`s (his representative) decision to decline employee`s (their representatives) claims, in whole or in part, or failure by employer (his agent) to communicate a decision in accordance with the article 400 of this Code, and the date of producing a dispute report in the course of collective bargaining.

Strike is a temporary voluntary refusal of employees to perform their industrial liabilities (wholly or in part) for the purpose of settlement of a collective industrial dispute.

### **Article 399. Raise of claims by employees and their representatives**

The right to raise claims shall be vested with employees and their representatives as defined by articles 29-31 of this Code.

Claims, raised by employees and/or representative unit of employees of organization (subsidiary, representative office or other separate structural subdivision) shall be approved at the respective meeting (conference) of employees.

The meeting of employees shall be deemed authorized provided there being present the majority of employees. The conference shall be deemed authorized provided there being present at least two thirds of elective delegates.

The employer shall be obliged to provide employees or their agents with required premises for the conduct of a meeting (conference) concerning raise of claims, and shall not prevent its conduct.

Claims of employees shall be made in writing and serviced to the Employer.

Claims of trade unions and their associations shall be raised and serviced to the respective parties to social partnership.

A written copy of claims may be forwarded to the Service for Settlement of Collective Industrial Dispute. In such case the Service shall be liable to verify as to whether the other party to collective industrial dispute has received the claims.

#### **Article 400. Consideration of claims of employees, trade unions and their associations**

Employers shall be liable to consider the received claims of employees.

The Employer shall notify a representative unit of employees of organization (subsidiary, representative office or other separate structural subdivision) of his decision in writing within three working days of the receipt of such claims.

The agents of employers (associations of employers) shall be liable to consider the claims forwarded by trade unions (their associations) and notify trade unions (their associations) of the adopted decision within a month of the receipt of such claims.

#### **Article 401. Conciliatory procedures**

The procedure of settlement of a collective industrial dispute includes the following steps: consideration of collective industrial dispute through the Commission for Conciliation, consideration of collective industrial dispute through mediation and/or at the Industrial Arbitration.

Consideration of collective industrial dispute through the Commission for Conciliation is a mandatory step. In case of failure to settle the collective industrial dispute through the Commission for Conciliation the parties shall refer to mediator and/or at the Industrial Arbitration.

Each party to a collective industrial dispute may refer at all times after the beginning of such dispute to the Service for Settlement of Collective Industrial Dispute for notifying registration of the dispute.

Neither party shall evade participation in conciliatory procedures.

The parties` agents, the Commission for Conciliation, mediator, the Industrial Arbitration, the aforesaid Service shall use every

possibility provided by laws in order to settle the arisen collective industrial dispute.

Conciliation procedures are to be held within the times stipulated by this Code.

If necessary, the times, provided for the conduct of conciliation procedures, may be prolonged upon agreement of the parties to collective industrial dispute.

### **Article 402. Consideration of a collective industrial dispute through the Commission for Conciliation**

The Commission for Conciliation shall be formed within a period of up to three working days of the beginning of collective industrial dispute. The decision on formation of the Commission shall be produced as the respective order (bylaw) of employer and the decision of employees` agent.

The Commission for Conciliation shall be formed of parties` agents on equal rights basis.

Parties to collective industrial dispute shall not evade the establishment of the Commission for Conciliation and participation in its work.

The Employer shall set up all requisite conditions for the work of the Commission for Conciliation.

The collective industrial dispute shall be administered by the Commission for Conciliation within five working days of the issue of order on its formation. The specified term may be prolonged upon mutual agreement of the parties and will be produced in the form of a protocol.

The decision of the Commission for Conciliation shall be adopted upon the parties` agreement, produced in the form of a protocol, and be binding for the parties and subject to enforcement within the terms and times specified by the Commission for Conciliation.

In case of failure to reach agreement through the Commission for Conciliation, the parties shall continue conciliatory procedures with mediator and/or at the Industrial Arbitration.

### **Article 403. Consideration of collective industrial dispute with mediator**

Once the dispute protocol is produced, the parties to collective industrial dispute may refer to a mediator within three working days. If necessary, the parties to collective industrial dispute may refer to the Service for Settlement of Collective Industrial Dispute in order to obtain a recommendation letter concerning mediator`s candidacy. If the parties to collective industrial dispute failed to agree upon his candidacy within three working days, they shall start formation of the Industrial Arbitration.

The procedures for consideration of a collective industrial dispute through the mediator shall be determined by the parties` agreement with mediator.

The mediator shall be entitled to request and to obtain from the parties all necessary papers and information pertaining to the dispute.

The consideration of the collective industrial dispute through mediator shall be held within a period of up to seven working days from the day of him being invited (appointed) and shall end with adoption of the agreed decision in writing by the parties to collective industrial dispute, or with producing a dispute protocol.

#### **Article 404. Consideration of collective industrial dispute at the industrial arbitration**

The Industrial Arbitration is a temporarily existing unit for consideration of collective industrial dispute, which shall be formed in the event that the parties to such dispute have agreed in writing on mandatory enforcement of its decisions.

The Industrial Arbitration shall be formed by the parties to collective industrial dispute and the Service for Settlement of Collective Industrial Disputes not later than three working days after the end of consideration of a collective industrial dispute with the Commission for Conciliation or the mediator.

The formation of the Industrial Arbitration, membership, regulations, authorities shall be reflected in the respective decision of the employer, the agent of employees and the specified Service.

The collective industrial dispute shall be considered at the Industrial Arbitration with participation of agents of the parties to the dispute for up to five working days of its formation.

The Industrial Arbitration shall consider the parties` claims; receive the required papers and information, pertaining to such dispute; inform, if necessary, the state and local authorities of possible social consequences of a collective industrial dispute; make recommendations on the subject of a collective industrial dispute.

Written recommendations of the Industrial Arbitration concerning settlement of collective industrial dispute shall be given to the parties involved.

#### **Article 405. Guarantees pertaining to settlement of collective industrial dispute**

Members of the Commission for Conciliation, industrial arbitrators, while considering collective industrial dispute, shall be relieved from their principal employment with their average wage being reserved, for a period of not more than three months in one year.

Agents of employees, their associations participating in a settlement of collective industrial dispute, shall not be, for the period of such settlement, subject to any disciplinary punishment, re-engaged or dismissed upon the employer`s initiative without prior consent of the authorizing body.

#### **Article 406. Evasion of conciliatory procedures**

In case of evasion by either party of participation in the formation or the work of the Commission for Conciliation, the collective industrial dispute shall be referred for consideration to the Industrial Arbitration.

In case of employer`s evasion of formation of the Industrial Arbitration and refusal to perform its recommendations, employees may call a strike.

Formation of the Industrial Arbitration is mandatory in organizations where strikes are being banned or restricted by law.

#### **Article 407. Participation of the Service for Settlement of Collective Industrial Disputes in resolving collective industrial disputes**

The Service for Settlement of Collective Industrial disputes is a system of state authorities (subdivisions), which are formed as part of the federal executive body of labour, the respective executive

bodies of the subjects of the Russian Federation and local governments. It is designed to assist in settlement of collective industrial dispute through conciliatory procedures and participation in them.

The Service for Settlement of Collective Industrial disputes:

- provides notifying registration of collective industrial disputes;
- verifies, where necessary, authorities of agents of the parties to collective industrial dispute;
- produces a list of industrial arbitrators;
- carries on training of industrial arbitrators majoring in settlement of collective industrial disputes;
- reveals and abstracts reasons and background conditions resulting in collective industrial disputes, makes proposals on their elimination;
- grants systematical assistance to the parties to collective industrial dispute throughout the whole process of settlement of such dispute;
- provides financial assistance to conciliatory procedures in accordance with established procedures;
- arranges for settlement of collective industrial disputes in cooperation with agents of employees and employers, state and local governments.

The employees of the Service for Settlement of Collective Industrial Disputes have the right, upon presentation of appropriate certificate, of unimpeded visit of a work area pertaining to the dispute (subsidiary, representative office or any other separate structural subdivision) for the purpose of settlement of a collective industrial dispute, finding and elimination of reasons giving birth to such disputes.

#### **Article 408. Agreement in the course of settlement of a collective industrial dispute**

Agreement reached by the parties to collective industrial dispute in the course of settlement of such dispute, is to be made in writing and shall be binding for the parties to collective industrial dispute. The performance thereof shall be monitored by parties to the collective industrial dispute.

#### **Article 409. Strike right**

Pursuant to the article 37 of the Constitution of the Russian Federation, employees have a strike right as a way of settlement of collective industrial disputes.

If conciliatory procedures failed to settle a collective industrial dispute or the employer evades conciliatory procedures, or to perform the agreement reached in the course of the settlement of a collective industrial dispute, employees or their representatives shall be entitled to start a strike.

Participation in a strike is voluntary. No individual can be coerced to participate or to refuse to participate in a strike.

Individuals, coercing employees to participate or to refuse to participate in a strike, shall be subject to disciplinary, administrative, or criminal punishment, as provided herein or any other federal statutes.

Agents of employers shall not be entitled to begin a strike or to participate in it.

#### **Article 410. Calling a strike**

The decision of calling a strike shall be made at the meeting (conference) of employees of organization (subsidiary, representative office, other separate structural subdivision) upon proposal submitted by duly authorized unit of employees. The decision of calling a strike, adopted by trade union (trade union association), shall be approved for each organization by the meeting (conference) of employees of such organization.

The meeting (conference) of employees shall be deemed authorized provided there being present at least two thirds of the total number of employees (conference delegates).

The employer shall provide for premises and set up necessary conditions for the conduct of a meeting (conference) of employees and shall not prevent its conduct.

The decision shall be deemed adopted provided it has at least half of the votes appeared at the meeting (conference). In case of failure to conduct a meeting (to call a conference) of employees, the representative unit of employees shall have the right to approve its decision by collecting signatures with more than half of employees in support of a strike.

After five calendar days of the work of the Commission for Conciliation, a one-hour warning strike may be announced once, and the employer shall be given a three days` written notice.

During the warning strike the head unit shall provide for the minimum of required accomplishments (services) in accordance with this Code.

The employer shall be given a written notice of a future strike not later than ten calendar days in advance.

The decision of calling a strike shall incorporate the following:

- list of differences of the parties to collective industrial dispute being a ground for calling and conduct of a strike;
- date and time of the beginning of a strike, its presumable length and number of participants;
- name of a head unit, list of employees agents, authorized to participate in conciliatory procedures;
- proposals on the minimum of required accomplishments (services) to be carried out within an organization, subsidiary, other separate structural subdivision during the strike period.

The Employer shall give a strike notice to the Service for Settlement of Collective Industrial Disputes.

#### **Article 411. Head striking unit**

The strike shall be led by the representative unit of employees.

The head striking unit shall be entitled to call a meeting (conference) of employees, to receive from employer any information regarding the interests of employees, to have experts make conclusions concerning disputed issues.

The head striking unit has the right to suspend a strike. Reconsidering the dispute by the Commission for Conciliation or at the Court is not required for resuming a strike. The employer and the Service for Settlement of Collective Industrial Disputes should be notified of resuming a strike not later than three working days in advance.

#### **Article 412. Parties liabilities in the course of a strike**

During the strike period the parties to a collective industrial dispute shall be liable to continue the settlement of such dispute through the conduct of conciliatory procedures.

The Employer, executive bodies, local governments and the head striking unit shall be liable to take all possible measures in order to provide for public order, property safety of organization (subsidiary, representative office, other separate structural subdivision) and employees during the strike period, as well as for the work of the machinery and equipment, which being suspended threaten to people`s life and health.

List of the minimum of required accomplishments (services) in organizations, subsidiaries, representative offices, whose activities are connected with people`s safety, health support and essential public interests, shall be produced and approved in each branch (sub-branch) of economy by federal executive body authorized for coordination and governing of activities in the respective branch (sub-branch) of economy, according to agreement with the respective Russian National Trade Union. In case there being existing several Russian National Trade Unions in any branch (sub-branch) of economy, a list of the minimum of required accomplishments (services) shall be approved upon agreement with each of the Russian National Trade Unions existing in the branch (sub-branch) of economy. Procedures of producing and approval of the minimum of required accomplishments (services) shall be determined by the Government of the Russian Federation.

The executive body of the subject of the Russian Federation shall produce and approve, on the basis of lists of the minimum of required accomplishments (services), produced and approved by the respective federal executive bodies, upon agreement with the respective territorial associations of trade union organizations (trade unions associations), territorial lists of the minimum of required accomplishments with the specification of the content and determination of the minimum of required accomplishments (services) in the territory of the respective subject of the Russian Federation.

The minimum of required accomplishments (services) in organization, subsidiary, representative office shall be determined upon agreement of the parties to collective industrial dispute in conjunction with a local government, on the basis of lists of the minimum of required accomplishments (services) within five days of

the decision on calling a strike. The inclusion of any type of accomplishments (services) into the minimum list, shall be justified by the fact of threat to civilians health or life. The minimum of required accomplishments (services) shall not include accomplishments (services) which are not provided in the respective lists of the minimum of required accomplishments (services).

In case of failure to achieve agreement, the minimum of required accomplishments (services) in organization (subsidiary, representative office) shall be determined by the executive body of the subject of the Russian Federation.

The decision of such body to establish the minimum of required accomplishments (services) for organization, subsidiary, representative office, can be appealed by the parties to collective industrial dispute.

In case of failure to provide for the minimum of required accomplishments (services) the strike shall be acknowledged unlawful.

### **Article 413. Unlawful strikes**

Pursuant to the article 55 of the Constitution of the Russian Federation the following strikes shall be deemed unlawful and not permissible:

a) during the period of military or emergency situations or special procedures in accordance with the legislation on emergency situation; in the bodies and organizations of the Armed Forces of the Russian Federation, military, militarized or other formations and organizations providing for the country defense, State safety, repair-rescuing, search-rescuing, and anti-fire operations, prevention or elimination of the Acts of God and emergency situations; in law enforcement bodies; in organizations dealing with highly hazardous facilities or machinery, at ambulance stations of first medical aid;

b) in the bodies of essential public services (energy, heating, water, gas supply, air-, railway and water transport) in case if the conduct of strike threatens to the country`s defense and safety and to life and health of its people.

The strike right may be limited by the federal statute.

The strike shall be unlawful if it was announced without considering the terms, procedures, and requirements of collective industrial dispute, stipulated herein.

The decision of acknowledgement of a strike being unlawful shall be adopted by supreme courts of republics, territorial, regional courts, municipal federal courts, courts of autonomous regions and circuits upon employer`s or prosecutor`s claim.

Award of a court shall be communicated to employees through the head striking unit which shall immediately inform of it the strike participants.

Once adopted, the award which acknowledges the strike being unlawful, is subject to immediate enforcement. Employees shall terminate the strike and return to work not later than the day after the issue of a copy of such award to the head striking unit.

In case of a direct threat to life and health of people, the court shall be entitled to adjourn the non started strike for the period of up to 30 days, in case of a strike in progress - to suspend it for the same period.

In cases of vital importance for the interests of the Russian Federation or parts of its territory, the Government of the Russian Federation shall be entitled to suspend a strike until the issue of award by the respective court, but not more than for ten calendar days.

In cases where a strike cannot be conducted subject to Parts I and II of this Article, the decision on a collective industrial dispute shall be issued by the Government of the Russian Federation within a ten days period.

#### **Article 414. Guarantees and legal conditions of employees in connection with the conduct of a strike**

Participation of employee in a strike may not be considered as breach of labour discipline or ground for the employment contract dissolution, except for cases of non-fulfillment of the liability to terminate a strike in accordance with part six article 413 of this Code.

It is forbidden to apply towards participating employees measures of disciplinary punishment, except for cases provided in the part six article 413 of this Code.

Employees shall have their employments and positions reserved throughout the strike period.

Employer shall have the right not to pay wages to employees during the strike period, except for employees engaged in fulfilling the mandatory minimum of accomplishments (services).

Any collective contract, agreement or agreements, reached during the settlement of a collective industrial dispute, may provide for compensation due to participating employees.

Non participating employees, however unable to do their work because of the strike and having stated in writing the beginning of a work stoppage, shall be paid compensation on the basis of no fault of employee, in the amount stipulated herein. Employer shall be entitled to re-engage these employees in accordance with the procedures established herein.

Any collective contract, agreement or agreements reached in the course of the settlement of collective industrial dispute, may provide for a more advantageous benefit to non participating employees than as stipulated in this Code.

#### **Article 415. Lockout ban**

Lockout (dismissal of employees on the employer`s initiative in connection with their participation in the collective industrial dispute or strike) shall be banned throughout the period of settlement of a collective industrial dispute, including the conduct of a strike.

#### **Article 416. Responsibility for conciliatory procedures evasion and non-performance of agreement reached as outcome of a conciliatory procedure**

Employer`s agents evading receipt of employees claims and participation in conciliatory procedures, including their failure to provide for premises for the conduct of a meeting (conference) concerning issue of claims, strike announcement, or preventing its conduct, shall be subject to disciplinary punishment in accordance with this Code, or to any administrative punishment as provided in the statutes of the Russian Federation on administrative infractions.

Agents of employer and employees being in fault of non-fulfillment of liabilities of agreement reached through conciliatory procedures, shall be subject to administrative punishment as established by statutes of the Russian Federation on administrative infractions.

#### **Article 417. Responsibility of employees for unlawful strikes**

Employees who have started a strike or failed to terminate it the day after the head striking unit was notified of the enacted award acknowledging the strike being unlawful, or adjournment or suspension of the strike, may be subject to disciplinary punishment for infringement of employment discipline.

The representative unit of employees, which called and failed to terminate the strike thereafter, shall be liable to indemnify for losses incurred by employer due to the strike at its own expense and in the amount determined by the court.

#### **Article 418. Keeping documentation during settlement of a collective industrial dispute**

Actions of the parties to collective industrial dispute, or agreements and recommendations being taken and adopted in relation to settlement of such dispute, shall be produced as a protocol by agents of the parties to collective industrial dispute, conciliatory committees, the head striking unit.

### **CHAPTER 62. RESPONSIBILITY FOR BREACH OF THE LABOUR LEGISLATION AND OTHER STANDARD ACTS OF THE LABOUR LAW**

#### **Article 419. Responsibility classification for breach of the labour legislation and other standard acts of the labour law**

Persons who have violated labour legislation and other normative acts containing labour law provisions are held responsible according to the disciplinary provisions contained in the present Code, as well as in accordance to the relevant provisions of the civil, administrative and criminal legislation.

## **PART SIX**

### **SECTION XIV. FINAL PROVISIONS**

#### **Article 420. Terms of enactment of the present code**

This Code shall come into effect on 1 February 2002.

**Article 421. Procedures and terms of introducing the wage floor provided in the part one of the article 133 of this Code**

Procedures and terms of introducing the wage floor provided in the part one of the article 133 of this Code shall be determined by federal statute.

**Article 422. Acknowledgement of select Standard Acts as ineffective**

To acknowledge ineffective from 1 February 2002:

- The Labour Code of the RSFSR, approved by the Law of the RSFSR, "On approval of the Labour Code of the RSFSR" (Vedomosti of the Supreme Council of the RSFSR, 1971, No. 50, art. 1007) of 9 December 1971;
- Edict of the Presidium of the Supreme Council of the RSFSR "On mode of putting the Labour Code of the RSFSR into effect" (Vedomosti of the Supreme Council of the RSFSR, 1972, No. 12, art. 301) of 15 March 1972;
- Edict of the Presidium of the Supreme Council of the RSFSR "On alteration of the article 240 of the Labour Code of the RSFSR" (Vedomosti of the Supreme Council of the RSFSR, 1973, No. 39, art. 825) of 20 September 1973;
- Act of the RSFSR "On approval of Edicts of the Presidium of the Supreme Council of the RSFSR making some alterations and additions to the existing laws of the RSFSR" (Vedomosti of the Supreme Council, 1973, No. 51, art. 1110) of 19 December 1973 in the part of approval of the Edict of the Presidium of the Supreme Council of the RSFSR "On alteration of the article 240 of the Labour Code of the RSFSR" of 20 September 1973;
- Edict of the Presidium of the Supreme Council of the RSFSR "On making alterations and additions to the Labour Code of the RSFSR" of 23 July 1974 (Vedomosti of the Supreme Council of the RSFSR, 1974, No. 30, art. 806);
- Act of the RSFSR "On approval of Edicts of the Presidium of the Supreme Council of the RSFSR making some alterations and additions to the existing laws of the RSFSR" of 2 August 1974 (Vedomosti of the Supreme Council of the RSFSR, 1974, No. 32, art. 854) in the part of approval of the Edict of the Presidium of the Supreme Council of the RSFSR "On making alterations and additions to the Labour Code of the RSFSR" of 23 July 1974;

- Edict of the Presidium of the Supreme Council of the RSFSR "On making alterations and additions to the Labour Code of the RSFSR" of 30 December 1976 (Vedomosti of the Supreme Council of the RSFSR, 1977, No. 1, art.1);
- Act of the RSFSR "On approval of Edicts of the Presidium of the Supreme Council of the RSFSR making some alterations and additions to the existing laws of the RSFSR" of 20 July 1977 (Vedomosti of the Supreme Council of the RSFSR, 1977, No. 30, art. 725) in the part of approval of the Edict of the Presidium of the Supreme Council of the RSFSR "On making alterations and additions to the Labour Code of the RSFSR" of 30 December 1976;
- Edict of the Presidium of the Supreme Council of the RSFSR "On making alterations to the article 31 of the Labour Code of the RSFSR" of 15 January 1980 (Vedomosti of the Supreme Council of the RSFSR, 1980, No. 3, art. 68);
- Act of the RSFSR "On approval of Edicts of the Presidium of the Supreme Council of the RSFSR on making alterations and additions to some Standard Acts of the RSFSR" of 26 March 1980 (Vedomosti of the Supreme Council of the RSFSR, 1980, No. 14, art. 352) in the part of approval of the Edict of the Presidium of the Supreme Council of the RSFSR "On making alterations to the article 31 of the Labour Code of the RSFSR" of 15 January 1980;
- Edict of the Presidium of the Supreme Council of the RSFSR "On making alterations and additions to the Labour Code of the RSFSR" of 12 August 1980 (Vedomosti of the Supreme Council of the RSFSR, 1980, No. 34, art. 1063);
- Act of the RSFSR "On approval of Edicts of the Presidium of the Supreme Council of the RSFSR on making alterations and additions to the Criminal, Procedural Criminal and Civil procedural codes of the RSFSR, to the Labour Code of the RSFSR" of 20 November 1980 (Vedomosti of the Supreme Council of the RSFSR, 1980, No. 48, art. 1597) in the part of approval of the Edict of the Presidium of the Supreme Council of the RSFSR "On making alterations and additions to the Labour Code of the RSFSR" of 12 August 1980;
- Edict of the Presidium of the Supreme Council of the RSFSR "On making alterations to the Labour Code of the RSFSR" of 19 November 1982 (Vedomosti of the Supreme Council of the RSFSR, 1982, No. 47, art. 1725);
- Act of the RSFSR "On approval of Edicts of the Presidium of the Supreme Council of the RSFSR on making alterations and additions to some Standard Acts of the RSFSR" of 1 December

- 1982 (Vedomosti of the Supreme Council of the RSFSR, 1982, No. 49, art. 1830) in the part of the Edict of the Presidium of the Supreme Council of the RSFSR "On making alterations to the Labour Code of the RSFSR" of 19 November 1982;
- Edict of the Presidium of the Supreme Council of the RSFSR "On making alterations and additions to the Labour Code of the RSFSR" of 20 December 1983 (Vedomosti of the Supreme Council of the RSFSR, 1983, No. 51, art. 1782);
  - Act of the RSFSR "On approval of Edicts of the Presidium of the Supreme Council of the RSFSR on making alterations and additions to some legislative acts of the RSFSR" of 6 January 1984 (Vedomosti of the Supreme Council of the RSFSR, 1984, No. 2, art. 73) in the part of approval of the Edict of the Presidium of the Supreme Council of the RSFSR "On making alterations and additions to the Labour Code of the RSFSR" of 20 January 1983;
  - Paragraph 1 of the Edict of the Presidium of the Supreme Council of the RSFSR "On making alterations and additions to some Standard Acts of the RSFSR" of 18 January 1985 (Vedomosti of the Supreme Council of the RSFSR, 1985, No. 4, art. 117);
  - Section IV of the Edict of the Presidium of the Supreme Council of the RSFSR "On making alterations and additions to some Standard Acts of the RSFSR" of 28 May 1986 (Vedomosti of the Supreme Council of the RSFSR, 1986, No. 23, art. 638);
  - Paragraph 1 of the Edict of the Presidium of the Supreme Council of the RSFSR "On some alteration of procedures concerning payment of infant allowances" of 19 November 1986 (Vedomosti of the Supreme Council of the RSFSR, 1986, No. 48, art. 1397);
  - Article 2 of the Act of the RSFSR "On making alterations and additions to some Standard Acts of the RSFSR" of 7 July 1987 (Vedomosti of the Supreme Council of the RSFSR, 1987, No. 29, article 1060);
  - Edict of the Presidium of the Supreme Council of the RSFSR "On making alterations and additions to the Labour Code of the RSFSR" of 29 September 1987 (Vedomosti of the Supreme Council of the RSFSR, 1987, No. 40, art. 1410);
  - Act of the RSFSR "On approval of Edicts of the Presidium of the Supreme Council of the RSFSR" of 30 October 1987 (Vedomosti of the Supreme Council of the RSFSR, 1987, No. 45, art. 1553) in the part of the approval of the Edict of the Presidium of the Supreme Council of the RSFSR "On making

- alterations and additions to the Labour Code of RSFSR" of 29 September 1987;
- Edict of the Presidium of the Supreme Council of the RSFSR "On making alterations and additions to the Labour Code of the RSFSR" of 5 February 1988 (Vedomosti of the Supreme Council of the RSFSR, 1988, No. 6, art. 168);
  - Edict of the Presidium of the Supreme Council of the RSFSR "On making alterations and additions to the Labour Code of the RSFSR" of 31 March 1988 (Vedomosti of the Supreme Council of the RSFSR, 1988, No. 14, art. 395);
  - Act of the RSFSR "On approval of Edicts of the Presidium of the Supreme Council of the RSFSR on making alterations and additions to some Standard Acts of the RSFSR" of 20 April 1988 (Vedomosti of the Supreme Council of the RSFSR, 1988, No. 17, art. 541) in the part of approval of Edicts of the Presidium of the Supreme Council of the RSFSR "On making alterations and additions to the Labour Code of the RSFSR of 5 February 1988 and "On making alterations and additions to the Labour Code of the RSFSR" of 31 March 1988;
  - Act of the RSFSR No. 1028-I "On social protection increase for workers" of 19 April 1991 (Vedomosti of the Congress of People`s Deputies of the RSFSR and the Supreme Council of the RSFSR, 1991, No. 17, art. 506);
  - Resolution of the Supreme Council of the RSFSR No .1029-I "On enforcement procedures for the Act of the RSFSR "On social protection increase for workers" of 19 April 1991 (Vedomosti of the Congress of People`s Deputies of the RSFSR and the Supreme Council of the RSFSR, 1991, No. 17, art. 507);
  - Article 3 of the Act of the RSFSR No. 1991-I "On the minimum remuneration increase" of 6 December 1991 (Vedomosti of the Congress of People`s Deputies and the Supreme Council of the RSFSR, 1991, No. 51, art. 1797);
  - Act of the Russian Federation No. 2502-I "On making alterations to the Labour Code of the RSFSR" of 12 March 1992 (Vedomosti of the Congress of People`s Deputies of the Russian Federation and the Supreme Council of the Russian Federation, 1992, No. 14, art. 712);
  - Act of the Russian Federation No. 3543-I "On making alterations and additions to the Labour Code of the RSFSR" of 25 September 1992 (Vedomosti of the Congress of People`s Deputies of the Russian Federation and the Supreme Council of the Russian Federation , 1992, No. 41, art. 2254);

- Act of the Russian Federation No. 4176-I "On making the addition to the article 65 of the Labour Code of the Russian Federation" of 22 December 1992 (Vedomosti of the Congress of People`s Deputies of the Russian Federation and the Supreme Council of the Russian Federation, 1993, No. 1, art. 16);
- Article 5 of the Act of the Russian Federation No. 4693-I "On the minimum remuneration" of 30 March 1993 (Vedomosti of the Congress of People`s Deputies of the Russian Federation and the Supreme Council of the Russian Federation, 1993, No. 16, art. 553);
- Paragraph 2 article 1 of the Federal Statute No. 10-?? "On making alterations and additions to some Standard Acts of the Russian Federation in connection with adoption of the Act of the Russian Federation "On serviceman status" of 27 January 1995 (The Statute Book of the Russian Federation, 1995, No. 5, art. 346);
- Federal Statute No. 14-?? "On making alterations to the article 1631 of the Labour Code of the Russian Federation" of 15 February 1995 (The Statute Book of the Russian Federation, 1995, No. 8, art. 599);
- Article 1 of the Federal statute No. 109-?? "On making alterations and additions to the Labour Code of the Russian Federation, Foundations of the legislation of the Russian Federation on labour protection, the Code of the RSFSR on administrative infractions and the Criminal Code of the RSFSR" of 18 July 1995 (The Statute Book of the Russian Federation, 1995, No. 30, art. 2865);
- Article 1 of the Federal statute No. 152-?? "On making alterations and additions to some Standard Acts of the Russian Federation in connection with adoption of the Federal statute "On welfare to citizens with infants" of 24 August 1995 (The Statute Book of the Russian Federation, 1995, No. 35, art. 3504);
- Federal Statute No. 182-?? "On making alterations and additions to the Labour Code of the Russian Federation" of 24 November 1995 (The Statute Book of the Russian Federation, 1995, No. 48, art. 4564);
- Federal Statute No. 131-?? "On making alterations and additions to the Labour Code of the Russian Federation" of 24 November 1996 (The Statute Book of the Russian Federation, 1996, No. 49, art. 5490);
- Federal Statute No. 59-?? "On making alterations and additions to the article 213 of the Labour Code of the Russian

- Federation" of 17 March 1997 (The Statute Book of the Russian Federation, 1997, No. 12, art. 1382);
- Federal statute No. 69-?? "On making alterations and additions to the article 15 of the Labour Code of the Russian Federation" of 6 May 1998 (The Statute Book of the Russian Federation, 1998, No. 19, art. 2065);
  - Paragraph 1 article 30 of the Federal statute No. 125-?? "On mandatory social insurance against accidents on a work area and occupational diseases" of 24 July 1998 (The Statute Book of the Russian Federation, 1998, No. 31, art. 3803);
  - Federal statute No. 139-?? "On making alterations and additions to the article 235 of the Labour Code of the Russian Federation" of 31 July 1998 (The Statute Book of the Russian Federation, 1998, No. 31, art. 3817);
  - Federal statute No. 84-?? "On making alterations and additions to the Labour Code of the Russian Federation" of 30 April 1999 (The Statute Book of the Russian Federation, 1999, No. 18, art. 2210);
  - Article 1 Federal statute No. 151-?? "On making the addition to the article 251 of the Labour Code of the Russian Federation and the addition by the article 231 of the Act of the Russian Federation "On public guarantees and compensations to persons working and living in the regions of the Extreme North and the districts being equal thereto" of 27 December 2000 (The Statute Book of the Russian Federation, 2001, No. 1, art. 3);
  - Federal statute No. 2-?? "On making the addition to the article 65 of the Labour Code of the Russian Federation" of 18 January 2001 (The Statute Book of the Russian Federation, 2001, No. 4, art. 274);
  - Federal statute No. 90-?? "On making the alteration to the article 168 of the Labour Code of the Russian Federation" of 10 July 2001 (The Statute Book of the Russian Federation, 2001, No. 29, art. 2945).

Other statutes and Standard Acts existing in the territory of the Russian Federation are subject to harmonization with the present Code.

### **Article 423. Application of some statutes and other Standard Acts**

Until harmonization of statutes and other Standard Acts existing in the territory of the Russian Federation with the present Code, the

statutes and other Standard Acts of the Russian Federation as well as Standard Acts of the former Soviet Union, existing in the territory of the Russian Federation within the limits and under the terms, provided in the Constitution of the Russian Federation, the resolution of the Supreme Council of the RSFSR No. 2014-I "On ratification of the Treaty of establishment of the Commonwealth of Independent States" of 12 December 1991, are applicable insofar as they do not contravene to this Code.

The Standard Acts of the President of the Russian Federation, the Government of the Russian Federation published prior to enactment of this Code, and the resolutions of the Government of the USSR, applicable in the territory of the Russian Federation, concerning the issues which, subject to this Code, may be governed by federal statutes only, are valid until enactment of the respective federal statutes.

**Article 424. Application of this Code in legal relations arisen prior to and after enactment thereof**

This Code shall be applicable in legal relations arisen after the enactment of the Code.

In the event that any legal relations have arisen prior to its enactment, this Code shall be applicable to such rights and liabilities as may arise after its enactment.

*President  
of the Russian Federation  
V.Putin*

*Moscow, the Kremlin  
30 December 2001  
No. 197-FZ*