LABOUR CODE OF THE RUSSIAN FEDERATION NO. 197-FZ OF DECEMBER 30, 2001 (with the Amendments and Additions of July 24, 25, 2002, June 30, 2003, April 27, August 22, December 29, 2004, May 9, 2005, June 30, December 18, 30, 2006, April 20, July 21, October 1, 18, December 1, 2007)

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Part 1

Section I. General Provisions

Chapter 1. Fundamentals of Labour Legislation

Article 1. Goals and Tasks of Labour Legislation

The goals of labour legislation shall be the institution of state guarantees of labour rights and liberties of citizens, creation of favorable labour conditions, protection of the rights and interests of employees and employers.

The main task of the labour legislation is creation of the necessary legal conditions to achieve the optimal coordination of the interests of the parties of labour relations, interests of the state, as well as legal regulation of labour relations and other relations directly associated with them in:

organisation of labour and labour management;

employment with a given employer;

professional training, retraining and professional development of employees at the given employer;

social partnership, carrying out collective negotiations, concluding collective contracts and agreements;

participation of employees and trade unions in the establishment of working conditions and application of labour legislation in cases envisaged in the legislation;

material liability of employers and employees in the labour sphere;

enforcement and control (including trade union control) over observation of the labour legislation (including the legislation on safety measures) and other normative legal acts containing labour law norms;

resolving labour disputes;

mandatory social insurance in the cases envisaged by federal laws.

Article 2. Main Principles of the Legal Regulation of Labour Relations and Other Relations Directly Associated with Them

Proceeding from the generally accepted principles and norms of international law and pursuant to the Constitution of the Russian Federation, the main principles of the legal regulation of labour relations and other relations directly associated with them shall be:

freedom of work, including the right to work, which is chosen freely by everybody, or to which everybody agrees freely, the right to be the master of one's own abilities to work, to choose a profession and occupation;

prohibition of forced labour and discrimination in the labour sphere;

protection against unemployment and assistance in employment;

ensuring the rights of each employee to fair working conditions, including working conditions meeting the safety and hygiene requirements, right to leisure, including restriction of working time, providing daily rest, days-off and holidays, paid annual leave;

equality of rights and opportunities of employees;

ensuring the right of each employee to the timely payment in full of fair earnings providing for a humane existence of the employee himself and his family at no less than the minimum amount of labour remuneration fixed by federal law;

ensuring equality of opportunities of employees without any discrimination in promotion taking into account labour productivity, qualification and tenure in the occupation, as well as in professional training, retraining and professional development;

ensuring the right of employees and employers to unite to protect their rights and interests, including the right of employees to create trade unions and join them;

ensuring the right of employees to take part in the management of the organisation in the forms envisaged in legislation;

combination of state and contractual regulation of labour relations and other relations directly associated with them;

social partnership, including the right of employees, employers, their associations in contractual regulation of labour relations and other relations directly associated with them;

obligatory compensation for the harm incurred by the employee because of his execution of labour duties;

instituting state guarantees to ensure the rights of employees and employers, implementation of state enforcement of and control over their observation;

ensuring the right of everyone to protection of his labour rights and liberties by the state, in particular in court;

ensuring the right of resolution of personal and collective labour disputes, including the right to a strike according to the procedure specified in the present Code and other federal laws;

obligation of the parties of a labour contract to observe the terms of the concluded contract, including the right of the employer to demand that the employees execute their labour duties and treat carefully the property of the employer and the right of the employees to demand that the employer to observe his duties with respect to employees, labour legislation and other acts containing labour legislation norms;

ensuring the right of the representatives of trade unions to implement trade union control over observation of the labour legislation and other acts containing labour legislation norms;

ensuring the right to employees to protect their dignity in the period of their work;

ensuring the right for obligatory social insurance of employees.

Article 3. Prohibition of Discrimination in the Labour Sphere

Everyone shall have equal opportunities to implement their labour rights.

Nobody may be subject to restrictions in labour rights and liberties or gain any advantages regardless of sex, race, colour of skin, nationality, language, origin, property, family, social status and occupational position, age, place of residence, attitude to religion, political views, affiliation or failure to affiliate with public associations, as well as other circumstances not pertaining to the business properties of the employee.

Not considered as discrimination is the institution of differences, exceptions, preferences, as well as restrictions of the rights of employees determined by the specific requirements for the given type of work specified in federal law, or stipulated by the special care of the state with respect to persons needing greater social and legal protection.

Persons who consider that they were subject to discrimination in the labour sphere may apply to a court to restore the violated rights, reimburse material damage and compensate for the moral damage.

Article 4. Prohibition of Forced Labour

Forced labour shall be prohibited.

Forced labour is the carrying out of work under the threat of punishment (violence), in particular:

to maintain labour discipline;

as retribution for participation in a strike;

as a means of mobilization and use of work force for the needs of economic development;

as a measure of punishment for the presence or expression of political views or ideological convictions contradicting the established political, social or economic system;

as a measure of discrimination according to racial, social, national or religious affiliation.

"Forced labour" also means work which an employee is made to perform under the threat of any punishment (duress) while in accordance with the present Code or other federal laws he is entitled to refuse to perform such, in particular, in connection with the following:

a breach of the established term for paying his wage/salary or the incomplete payment thereof;

the occurrence of a direct threat to the employee's life and health due to a breach of labour protection standards, in particular, the failure to provide him with collective or individual protection facilities in accordance with the established regulations.

For the purposes of the present Code enforced labour does not include the following:

work the performance of which is stipulated by the legislation on military duty and military service or alternative civil service in place thereof;

work the performance of which is due to the declaration of a state of emergency or martial law in the procedure established by federal constitutional laws;

work performed in extraordinary circumstances, i.e. in the case of a disaster or threat of a disaster (fire, flood, famine, earthquake, epidemic or epizootic), and in other cases endangering the life or normal living conditions of the whole population or of a part thereof;

work performed as a result of a court's sentence that has become final under the supervision of the state bodies charged with observance of the legislation in execution of court sentences.

Article 5. Labour Legislation and the Other Acts Containing Norms of Labour Law

The regulation of labour relations and other relations which are directly related thereto in accordance with the Constitution of the Russian Federation and federal constitutional laws shall be carried on by:

the labour legislation (including the legislation on the protection of labour) made up of the present Code, other federal laws and laws of subjects of the Russian Federation containing norms of labour law;

other normative legal acts containing norms of labour law;

decrees of the President of the Russian Federation;

decisions of the Government of the Russian Federation and normative legal acts of federal executive governmental bodies;

normative legal acts of executive governmental bodies of subjects of the Russian Federation;

normative legal acts of local self-government bodies.

Labour relations and other relations which are directly related thereto are also regulated by collective agreements, agreements and local normative acts containing labour law norms.

The norms of labour law contained in other federal laws shall comply with the present Code.

Where there is a discrepancy between the present Code and another federal law containing labour law norms the present Code is applicable.

If a newly enacted federal law containing labour law norms is inconsistent with the present Code the federal law is applicable on the condition that the relevant amendments are made to the present Code.

Decrees of the President of the Russian Federation containing labour law norms shall not be inconsistent with the present Code and other federal laws.

Decisions of the Government of the Russian Federation containing labour law norms shall not be inconsistent with the present Code, other federal laws and decrees of the President of the Russian Federation.

Normative legal acts of federal executive governmental bodies containing labour law norms shall not be inconsistent with the present Code, other federal laws, decrees of the President of the Russian Federation and decisions of the government of the Russian Federation.

Laws of subjects of the Russian Federation containing labour law norms shall not be inconsistent with the present Code and other federal laws. Normative legal acts of executive governmental bodies of subjects of the Russian Federation shall not be inconsistent with the present Code, other federal laws, decrees of the President of the Russian Federation, decisions of the Government of the Russian Federation and normative legal acts of federal executive governmental bodies.

Local self-government bodies are entitled to adopt normative legal acts containing norms of labour law within the scope of their powers in keeping with the present Code, other federal laws and other normative legal acts of the Russian Federation, laws and other normative legal acts of subjects of the Russian Federation.

Article 6. Distribution of Authority Between the Federal Bodies of State Power and the Bodies of State Power of the Subjects of the Russian Federation in the Sphere of Labour Relations and Other Relations Directly Associated with Them

The sphere of reference of the federal bodies of state power in the sphere of labour relations and other relations directly associated with them include adoption of federal laws and other normative legal acts obligatory for application on the whole territory of the Russian Federation, specifying:

the main areas of state policy in the sphere of labour relations and other relations directly associated with them;

the fundamentals of legal regulation of labour relations and other relations directly associated with them (including the definition of rules, procedures, criteria and standards aimed at preserving the life and health of employees in the course of their labour activities);

the level of labour rights, liberties and guarantees to employees (including additional guarantees to individual categories of employees) ensured by the state;

procedure for concluding, changing and discontinuation of labour contracts;

fundamentals of social partnerships, procedure for arranging collective negotiations, concluding and changing collective contracts and agreements;

procedure for resolving of personnel and collective labour disputes;

principles and procedure for implementation of state enforcement of and control over observation of the labour legislation and other normative legal acts containing norms of labour legislation, as well as the structure and authority of the federal bodies of state power in charge of the mentioned enforcement and control;

procedure for investigation of industrial accidents and occupational diseases;

the system of, and procedure for, conducting an attestation of jobs by working conditions, a state expert examination of working conditions, a confirmation of the compliance of labour protection measures with the state labour protection standards;

procedure and terms of material liability of the parties of a labour contract, including the compensation procedure for the damage to life and health of employee incurred because of his execution of labour duties;

types of disciplinary sanctions and procedure for their application;

system of state statistical reporting pertaining to labour and safety issues;

particulars of legal regulation of the work of individual categories of employees.

Bodies of state power of the subjects of the Russian Federation shall adopt laws and other normative legal acts containing labour legislation norms on issues outside the sphere of cognizance of the federal bodies of state power, with a higher level of labour rights and guarantees to employees as compared to those established by federal laws and other normative legal acts of the Russian Federation causing increased budget expenses or reduced budget incomes at the expense of the budget of the appropriate subject of the Russian Federation.

Bodies of state power of the subjects of the Russian Federation, in issues omitted by federal laws and other normative legal acts of the Russian Federation, may adopt laws and other normative legal acts containing labour legislation norms. If a federal law or another normative legal act of the Russian Federation is adopted in this sphere, the law or other normative legal act of the subject of the Russian Federation is to be brought into compliance with the federal law or other normative legal act of the Russian Federation.

If a law or another normative legal act of the subject of the Russian Federation containing labour legislation norms contradicts the present Code or other federal laws or reduces the level of labour rights and guarantees to employees specified in the present Code or other federal laws, the present Code or other federal law shall apply.

Article 7. The Article is abrogated upon the expiry of ninety days after the official publication of Federal Law No. 90-FZ of June 30, 2006

Article 8. Local Normative Acts Containing Labour Law Norms

Employers, except for employers being natural persons who are not individual entrepreneurs, shall adopt their local normative acts containing labour law norms (hereinafter referred to as "local normative acts") within the scope of their powers in accordance with the labour legislation and other normative acts containing labour law norms, collective agreements and agreements.

In the cases envisaged by the present Code, other federal laws and other normative legal acts of the Russian Federation, a collective agreement and agreements, an employer while adopting local normative acts shall take into account the opinion of the representative body of employees (if any).

A provision may be made in a collective agreement or in agreements for the adoption of local normative acts in agreement with a representative body of employees.

The norms of a local normative act that cause a deterioration in the situation of employees in comparison with those established by the labour legislation and other normative legal acts containing labour law norms, a collective agreement, agreements and also local normative acts adopted without the observance of the procedure for taking into account the opinion of a representative body of employees established by Article 372 shall not be applicable. In such cases the labour legislation and the other normative legal acts containing labour law norms, the collective agreements or the agreements shall be applicable.

Article 9. Regulation of Labour Relations and Other Relations Directly Associated with Them According to Contractual Procedure

According to the labour legislation, regulation of labour relations and other relations directly associated with them may be implemented by way of the concluding, changing, amending of collective contracts, agreements, labour contracts by employees and employers.

Collective agreements, agreements, labour contracts shall not contain terms that limit the rights of, or reduce the level of guarantees for, employees in comparison with those established by the labour legislation and other normative legal acts containing labour law norms. If such terms are included in a collective agreement, agreement or labour contract they are not applicable.

Article 10. The Labour Legislation and Other Acts Containing Norms of Labour Legislation and the Norms of International Law

The generally accepted principles and norms of international law and international treaties of the Russian Federation according to the Constitution of the Russian Federation form an integral part of the legal system of the Russian Federation.

If an international agreement of the Russian Federation specifies other rules as compared to those envisaged in the labour legislation and other acts containing labour legislation norms, the rules of the international agreement shall apply.

Article 11. The Applicability of the Labour Legislation and Other Acts Containing Norms of Labour Law

The labour legislation and other acts containing labour law norms regulate labour relations and other relations which directly relate thereto.

The labour legislation and other acts containing labour law norms are also applicable to other relations which are related to the use of personal labour, if there is a provision to this effect in the present Code or another federal law.

In labour relations and in other relations with an employee which are directly related thereto all employers (natural persons and legal entities, no matter the organisational legal form and the form of ownership thereof) shall be governed by the provisions of the labour legislation and other acts containing labour law norms.

Where a court has established that a civil-law contract actually regulates labour relations between an employee and an employer such relations shall be subject to the provisions of the labour legislation and other acts containing labour law norms.

On the territory of the Russian Federation the rules established by the labour legislation and other acts containing labour law norms shall extend to labour relations involving foreign citizens and stateless persons, organisations formed or founded by foreign citizens and stateless persons, except as otherwise envisaged by an international treaty of the Russian Federation.

The details of legal regulation of the labour of certain categories of employees (heads of organisations, persons having more than one job, women, persons having family obligations, youth etc.) shall be established in compliance with the present Code.

State civil servants and municipal employees are subject to the labour legislation and other acts containing labour law norms with account being taken of the details envisaged by federal laws and other normative legal acts of the Russian Federation, laws and other normative legal acts of subjects of the Russian Federation on state civil service and municipal service.

The labour legislation and other acts containing labour law norms do not extend to the following persons (unless they at the same time act as employers or representatives of employers in the procedure established by the present Code):

military servicemen when they execute their military service duties;

the members of boards of directors (supervisory boards) of organisations (except for persons who have concluded a labour contract with the given organisation);

persons working under civil-law contracts;

other persons if such is established by a federal law.

Article 12. Application in One Time of the Labour Legislation and Other Acts Containing the Norms of Labour Legislation

A law or other normative legal act containing norms of labour legislation enters into force from the day mentioned in this law or other normative legal act or the law or other normative legal act defining the procedure for entry into force of the act of the given type.

A law or other normative legal act containing the norms of labour legislation or some provisions thereof shall loose force because of:

expiry;

entry into force of another act of equal or higher legal power;

abrogation (invalidation) of the given act or certain provisions thereof by an act of equal or higher legal power.

A law or other normative legal act containing norms of labour legislation has no retroactive effect and shall apply to relations emerging after its entry into force.

A law or other normative legal act containing norms of labour legislation shall apply to relations having emerged before its entry into force only in cases directly specified in this act.

In relations having emerged before the entry into force of the law or other normative legal act containing norms of labour legislation, the mentioned law or act shall apply to the rights and duties emerging after its entry into force.

The applicability of a collective agreement or an agreement in time shall be defined by the parties thereto in accordance with the present Code.

A local normative act shall enter into force as of the date of its adoption by an employer or as of the date specified in the local normative act, and it shall be applicable to relations that have come into being after it was put in force. In relations that had emerged before the entry into force of a local normative act the said act shall be applicable to the rights and duties that emerged after it was put into force.

A local normative act or certain parts thereof shall no longer be effective in connection with:

the expiry of effective term;

the repealing (declaring as no longer effective) of this local normative act or of certain parts thereof by another normative act;

the entry into force of a law or another normative legal act containing labour law norms, of a collective agreement or an agreement (if the said acts establish a higher level of guarantees for employees in comparison with those established by the local normative act).

Article 13. Territorial Application of the Labour Legislation and Other Acts Containing Norms of Labour Legislation

Federal laws and other normative legal acts of the Russian Federation containing norms of labour legislation are in effect on the whole territory of the Russian Federation, if otherwise is not envisaged in these laws and other normative legal acts.

The laws and other normative legal acts of the subjects of the Russian Federation containing the norms of labour legislation shall apply within the territory of the appropriate subject of the Russian Federation.

The normative legal acts of the bodies of local government containing norms of labour legislation shall apply within the territory of the appropriate municipal formation.

The local normative acts adopted by an employer shall have effect in respect of the employees of this employer, no matter where they perform their work.

Article 14. Calculation of Time Periods

The time periods associated with the emergence of labour rights and duties by the present Code shall begin with the calendar date defining the beginning of the emergence of the rights and duties.

The time periods associated with the termination of the labour rights and duties by the present Code shall begin on the day after the calendar date defining the end of the labour relations.

Time periods numbering years, months, weeks, shall terminate on the appropriate day of the latest year, month or week of the time period. A time period including calendar weeks or days shall also include days off.

If the last day of the time period falls on a day-off, the day of the termination of the time period is considered to be the next subsequent working day.

Chapter 2. Labour Relations, Parties to Labour Relations, Grounds for Emergence of Labour Relations

Article 15. Labour Relations

Labour relations means relations based on an agreement between an employee and an employer concerning the performance in person by the employee for payment of a labour function (working in a job according to a list of staff, at an occupation or trades, with qualifications being indicated; in a specific type of work assigned to the employee), the employee's compliance with the in-house employee rules, provided the employer ensures the working conditions envisaged by the labour legislation and other acts containing labour law norms, the collective agreement, agreements, local normative acts and the labour contract.

Article 16. Grounds for Emergence of Labour Relations

Labour relations emerge between an employee and an employer on the basis of a labour contract concluded by them in compliance with the present Code.

In cases and according to the procedure, specified in the labour legislation and other acts containing labour law norms, or the charter (regulations) of the organisation, labour relations emerge on the basis of a labour contract as a result of:

being elected to a position;

being elected to an appropriate position on a contest basis;

being assigned to or endorsed for a position;

begin sent to work by bodies empowered in accordance with a federal law within the specified quota;

court ruling on conclusion of a labour contract;

Labour relations between an employee and an employer also emerge on the ground of actual admittance of the employee to work on the consent or instructions of the employer or of a representative of the employer if a labour contract has not been properly drawn up.

Article 17. Labour Relations Emerging on the Basis of a Labour Contract As a Result of Being Elected to a Position

Labour relations on the basis of a labour contract as a result of being elected to a position emerge if the fact of being elected implies execution by the employee of a certain labour function.

Article 18. Labour Relations Emerging on the Basis of a Labour Contract as a Result of Being Elected on a Contest Basis

Labour relations on the basis of a labour contract as a result of being elected for a certain position on a contest basis emerge if the labour legislation and other acts containing labour law norms, or the charter (regulations) of the organisation defines list of positions to be occupied on a contest basis and the procedure for election to these positions on a contest basis.

Article 19. Labour Relations Emerging on the Basis of a Labour Contract As a Result of Being Assigned to or Endorsed for a Position

Labour relations emerge on the basis of a labour contract as a result of being assigned to or endorsed for a position in cases envisaged in the labour legislation and other acts containing labour law norms, or the charter (regulations) of the organisation.

Article 20. Parties to Labour Relations

The parties to labour relations are as follows: an employee and an employer.

Employee means a natural person who has entered into labour relations with an employer.

A person may enter into labour relations as an employee if he/she has reached the age of 16, and also if he/she has not reached that age in the cases and the procedure established by the present Code.

Employer means a natural person or a legal entity (organisation) that has entered into labour relations with an employee. In the cases envisaged by federal laws it can be another person having a right to conclude labour contracts.

For the purposes of the present Code the following are "employers being natural persons":

natural persons who have been registered in the established procedure as individual entrepreneurs and who are pursuing entrepreneurial activity without the formation of a legal entity, as well as private notaries, solicitors/barristers who have established solicitors'/barristers' bureau, and the other persons whose professional activities under federal laws are subject to state registration and/or licensing, who have entered into labour relations with employees for the purpose of pursuing said activities (hereinafter referred to as "employers being individual entrepreneurs"). Natural persons violating provisions of federal laws by pursuing said activities without state registration and/or licensing who have entered into labour relations with employees for the purpose of pursuing these activities are not relieved from their obligation to execute the duties vested by the present Code in employers being individual entrepreneurs;

the natural persons who enter into labour relations with employees for the purpose of personal services and assistance in the keeping of households (hereinafter referred to as "employers being natural persons not deemed individual entrepreneurs").

The rights and duties of an employer in labour relations are exercised by: a natural person being an employer; by the managerial bodies of a legal entity (organisation) or by the persons empowered by them in the procedure established by the present Code, other federal laws and other normative legal acts of the Russian Federation, laws and other normative legal acts of subjects of the Russian Federation, normative legal acts of local self-government bodies, the constitutive documents of the legal entity (organisation) and local normative acts.

The following are entitled to conclude labour contracts as employers: natural persons who have reached the age of 18 if they have civil dispositive capacity in full, and also persons who have not reached that age - from the date of their acquiring their civil dispositive capacity in full.

Natural persons who have an independent income, have reached the age of 18 but are limited by a court in their dispositive capacity are entitled, on the consent in writing of their guardians, to conclude labour contracts with employees for the purpose of personal services and assistance in the keeping of households.

On behalf of natural persons who have an independent income, have reached the age of 18 but are declared by a court as lacking dispositive capacity the trustees thereof may conclude labour contracts with employees for the purpose of provision of personal services to these natural persons and of assisting them in the keeping of households.

Minors aged 14 to 18, except for minors who have acquired civil dispositive capacity in full, may conclude labour contracts with employees if they have their own earnings, scholarship or other incomes, and on the consent in writing of their legal representatives (parents, trustees and guardians).

In the cases envisaged by Parts 8 - 10 of the present Article the legal representatives (parents, trustees, guardians) of the natural persons who act as employers bear an supplementary liability for the obligations arising from labour relations, in particular, the obligation to pay wages/salaries.

For the obligations of employers being institutions fully or partially funded by an owner (founder), and also of employers being a state enterprise, a supplementary liability is borne by the owner (founder) in accordance with federal laws and other normative legal acts of the Russian Federation.

Article 21. Main Rights and Duties of the Employee

The employee shall have the right to:

conclusion, changing and discontinuation of the labour contract according to the procedure and on the conditions specified in the present Code, other federal laws;

be provided with the work stipulated by the labour contract;

a work place corresponding to state labour protection regulations and the terms envisaged by the collective agreement;

timely and full payment of the earnings according to his qualification, labour complexity, quantity and quality of the fulfilled work;

rest ensured by the fixing of the normal length of working time, reduced working time for individual occupations and categories of employees, providing weekly days-off, public holidays, paid annual leaves;

complete valid information on the working conditions and safety requirements at the work place;

professional training, retraining and professional development according to the procedure specified by the present Code, other federal laws;

unite, including the right to create trade unions and joint them to protect their labour rights, liberties and legal interests;

participation in the management of the organisation in the forms envisaged in the present Code, other federal laws and any collective contract;

arrange collective negotiations and conclusion of collective contracts and agreements through his representatives, as well as to information on the fulfillment of the collective contract, agreements;

protection of his labour rights, liberties and legal interests using all methods not prohibited by law;

resolution of personal and collective labour disputes, including the right to strike, according to the procedure specified in the present Code, other federal laws;

indemnification of the damage incurred by the employee because of his execution of labour duties and compensation for moral damage according to the procedure specified in the present Code, other federal laws;

obligatory social insurance in cases envisaged in federal laws.

The employee shall be obliged to:

conscientiously fulfil his labour duties according to the labour contract;

observe internal labour rules;

observe labour discipline;

fulfil specified labour quotas;

observe safety requirements;

treat carefully the property of the employer (including the property of third persons held by the employer if the employer is responsible for the custody of this property) and other employees;

inform the employer or direct manager without delay of the emergence of a situation presenting a hazard to the life and health of people, preservation of the property of the employer (including the property of third persons held by the employer if the employer is responsible for the custody of this property).

Article 22. Main Rights and Duties of the Employer

The employer shall have the right to:

conclude, change and discontinue labour contracts with employees according to the procedure and on the conditions specified in the present Code, other federal laws;

hold collective negotiations and conclude collective contracts;

award employees for efficient conscientious work;

demand that employees fulfil labour duties and treat carefully the property of the employer (including the property of third persons held by the employer if the employer is responsible for the custody of this property) and other employees; and observe internal labour rules;

impose disciplinary and material responsibility on employees according to the procedure specified in the present Code, other federal laws;

adopt local normative acts (except for employers being natural persons not deemed individual entrepreneurs);

create associations of employers for the purposes of representation and to protect his interests and join them.

The employer shall:

observe the labour legislation and other normative legal acts containing labour law norms, local normative acts, the terms of a collective agreement, agreements and labour contracts;

provide the work stipulated by the labour contract to employees;

ensure safety and working conditions that meet state labour protection regulations;

supply to employees equipment, tools, technical documentation and other things required for them to execute their labour duties;

ensure that employees receive equal payment for labour of equal value;

pay in full the wages/salaries payable to employees within the term established in accordance with the present Code, the collective agreement, in-house employee rules and labour contracts;

conduct collective bargaining talks, and also conclude a collective agreement in the procedure established by the present Code;

provide complete and reliable information to representatives of employees as might be required for the purpose of concluding a collective contract or a contract, and of monitoring the implementation thereof;

have employees read normative local acts adopted directly related to their working activities against their signatures;

comply in a timely manner with prescriptions of the federal executive governmental body charged with state supervision and control over the observance of the labour legislation and other acts containing norms of labour law, other federal executive governmental bodies charged with the function of control and supervision in the established area of activity, pay fines imposed for breaches of the labour legislation and other acts containing labour law norms;

consider representations made by relevant trade union bodies, by other representatives elected by employees concerning revealed breaches of the labour legislation and other acts containing labour law norms, take measures for eliminating the breaches discovered and inform the said bodies and representatives of the measures taken;

create conditions conducive for the participation of employees in the management of the organisation in the forms envisaged by the present Code, other federal laws and the collective agreement;

cater for the everyday needs of employees relating to their execution of their labour duties;

effectuate the mandatory social insurance for employees in the procedure established by federal laws;

compensate for harm inflicted on employees in connection with their executing their labour duties, and also compensate for moral harm in the procedure and on the terms established by the present Code, other federal laws and other normative legal acts of the Russian Federation;

execute the other duties envisaged by the labour legislation and other acts containing labour law norms, the collective agreement, agreements, local normative acts and labour contracts.

Part 2

Section II. Social Partnership in the Labour Sphere

Chapter 3. General Provisions

Article 23. The Notion of Social Partnership in the Area of Labour

Social partnership in the area of labour (hereinafter referred to as "social partnership") is the system of relations between employees (representatives of employees), employers (representatives of employers), bodies of state power, bodies of local government aimed at ensuring coordination of the interests of employees and employers in the issues of regulation of labour relations and other relations directly associated with them.

Article 24. Main Principles of Social Partnership

The main principles of social partnership shall be:

equality of the parties;

respect for and taking into account the interests of the parties;

interest of the parties in participation in contractual relations;

assistance of the state in the strengthening and development of the social partnership on a democratic basis;

observation of the labour legislation and other acts containing labour law norms by the parties and their representatives;

authority of the representatives of the parties;

freedom of choice in the discussion of issues in the labour sphere;

free will in assumption of obligations by the parties;

tangibility of obligations assumed by the parties;

obligatory execution of collective contracts, agreements;

control over execution of the adopted collective contracts, agreements;

responsibility of the parties, their representatives for failure to fulfil collective contracts, agreements through their fault.

Article 25. Parties of Social Partnership

The parties of the social partnership shall be employees and employers represented by the persons authorized according to established procedure.

Governmental bodies and local self-government bodies are deemed parties to social partnership when they act as employers and also in the other cases envisaged by the labour legislation.

Article 26. The Levels of Social Partnership

Social partnership is implemented on:

the federal level where the foundations of labour regulation in the Russian Federation are established;

the inter-regional level where the foundations of labour regulation in two and more subjects of the Russian Federation are established;

the regional level where the foundations of labour regulation in a subject of the Russian Federation are established;

the industry level where the foundations of labour regulation in an industry (in industries) are established;

the territorial level where the foundations of labour regulation in a municipal formation are established;

the local level where the obligations of employees and an employer in the area of labour are established.

Article 27. Forms of Social Partnership

Social partnership shall have the following forms:

collective negotiations to prepare draft collective contracts, agreements and the conclusion of collective contracts and agreements;

mutual consultations (negotiations) on issues of regulation of labour relations and other relations directly associated with them, ensuring guarantee of the labour rights of employees and improvement of the labour legislation and other normative legal acts containing labour law norms;

participation of employees and their representatives in the management of the organisation;

participation of the representatives of employees and employers in resolution of labour disputes.

Article 28. Particular Features of Application of the Norms of the Present Section

The particular features of application of the norms of the present section to state civil servants, municipal employees, employees of military and paramilitary bodies and organisations, bodies of the Ministry of Internal Affairs, the State Fire Service, security institutions and bodies, bodies for control of narcotics and psychotropic substances, bodies of the penal system, customs bodies and diplomatic representation offices of the Russian Federation shall be fixed by federal laws.

Chapter 4. Representatives of Employees and Employers in Social Partnership

Article 29. Representatives of Employees

The representatives of employees in social partnership shall be: trade unions and their associations, other trade union organisations envisaged in the charters of all-Russia, inter-regional trade unions or other representatives elected by employees in cases envisaged in the present Code.

The interests of employees in collective negotiations, conclusion or changing of a collective contract, control over its execution, as well as in the implementation of the right to participate in the management of an organisation, consideration of labour disputes of employees with an employer shall be represented by the primary trade union organisation or other representatives elected by the employees.

The interests of the employees in collective negotiations, conclusion or changing of agreements, resolving collective labour disputes on the conclusion or changing of agreements, control over their execution, as well as in the forming and carrying out of the work of commissions in charge of the regulation of social and labour relations shall be represented by the appropriate trade unions, their territorial organisations, associations of trade unions and associations of the territorial organisations of trade unions.

Article 30. The Representation of the Interests of Employees by Primary Trade Union Organisations

Primary trade union organisations and the bodies thereof represent in social partnership on the local level the interests of the employees of a given employer who are members of the relevant trade unions, and in the cases and the procedure established by the present Code, the interests of all employees of a given employer, with no regard to their trade union membership, in collective bargaining, the conclusion or amendment of a collective agreement, and also in the consideration and resolution of collective labour disputes of employees and an employer.

Employees not being members of a trade union may delegate to a primary trade union organisation the right of representing their interests in the relations with the employer concerning individual labour relations and the relations directly related thereto on the terms established by the primary trade union organisation.

Article 31. Other Representatives of Employees

If the employees of a given employer are not united in any primary trade union organisations or if no existing primary trade union organisation unites more than a half of the employees of the given employer nor has the power in the procedure established by the present Code to represent the interests of all the employees in social partnership at the local level then another representative (representative body) may be elected by secret ballot from the ranks of the employees at a general meeting (conference) of the employees for the purpose of exercising said powers.

The existence of the other representative shall not be deemed an obstacle to primary trade union organisations exercising their powers.

Article 32. Duty of the Employer to Create Conditions Providing for the Work of the Representatives of Employees

The employer shall be obliged to create conditions providing for the work of the representatives of employees in compliance with the labour legislation, collective contract, agreements.

Article 33. Representatives of Employers

The interests of an employer in collective bargaining, the conclusion or amending of a collective agreement, and also in the consideration and resolution of collective labour disputes of employees and the employer shall be represented by the head of the organisation, the employer being an individual entrepreneur (in person) or persons empowered by them in keeping with the present Code, other federal laws and other normative legal acts of the Russian Federation, laws and other normative legal acts of subjects of the Russian Federation, normative legal acts of local self-government bodies, the constitutive documents of the legal entity (organisation) and local normative acts.

In collective negotiations, conclusion or changing of agreements, resolution of collective labour disputes pertaining to their conclusion or changing, as well as in the forming and carrying out of the activities of commissions regulating social and labour relations, the interests of the employers shall be represented by appropriate associations of employers.

An association of employers is a non-commercial organisation uniting employers on a voluntary basis employers to represent the interests and protect the rights of its members in relations with trade unions, bodies of state power and local government bodies.

The particulars of the legal status of an association of employers shall be specified by federal law.

Article 34. Other Representatives of Employers

Representatives of employers that are federal state institutions, state institutions of subjects of the Russian Federation, municipal institutions and other organisations financed from relevant budgets in collective bargaining, the conclusion or amending of agreements, resolving collective labour disputes concerning the conclusion or amending of agreements, the monitoring of implementation of agreements, the formation of commissions for regulating social-labour relations and the carrying out of their activities are also the relevant federal executive governmental bodies, executive governmental bodies of the subjects of the Russian Federation, other state bodies and local self-government bodies.

Chapter 5. Bodies of Social Partnership

Article 35. Commissions in Charge of the Regulation of Social and Labour Relations

To ensure the regulation of social and labour relations, hold collective negotiations and prepare draft collective agreements, agreements, the conclusion of collective agreements, agreements, and also for the organisation of monitoring of the implementation thereof at all levels on an equal basis, commissions are formed from representatives of the parties empowered with the necessary authority at the decision of the parties.

At the federal level, the permanently acting Russian Trilateral Commission is formed in charge of the regulation of social and labour relations, with the work carried out in compliance with federal law. The members of the Russian Trilateral Commission in charge of the regulation of social and labour relations are representatives of all-Russia associations of trade unions, all-Russia associations of employers, the Government of the Russian Federation.

Trilateral commissions in charge of the regulation of social and labour relations may be formed in the subjects of the Russian Federation, with the work carried out in compliance with the laws of the subjects of the Russian Federation.

Trilateral commissions in charge of the regulation of social and labour relations may be formed at the territorial level, with the work carried out in compliance with the laws of the subjects of the Russian Federation and regulations on these commissions endorsed by the representative local government bodies.

On the industry (inter-industry) level industry (inter-industry) commissions may be set up to regulate social-labour relations. Industry (inter-industry) commissions may be set up both on the federal and interregional, regional, territorial levels of social partnership.

At the local level a commission shall be set up to conduct collective bargaining, prepare a draft collective agreement and conclude a collective agreement.

Article 35.1. Participation of Social Partnership Bodies in the Formulation and Implementation of State Policy in the Area of Labour

For the purpose of co-ordinating the interests of employees (representatives thereof), employers (representatives thereof) and the state on issues concerning the regulation of social-labour relations and the economic relations related thereto, federal governmental bodies, governmental bodies of subjects of the Russian Federation and local self-government bodies shall ensure favourable conditions for the participation of relevant commissions on regulation of social-labour relations (or relevant trade unions (associations of trade unions) and associations of employers) if no such commissions have been set up on the relevant level) in the elaboration and/or discussion of draft legislative and other normative legal acts, socio-economic development programmes, other acts of governmental bodies and local self-government bodies in the area of labour in the procedure established by the present Code, other federal laws and other normative legal acts of the Russian Federation, laws and other normative legal acts of subjects of the Russian Federation, normative legal acts of local self-government bodies and agreements.

Draft legislative acts, normative legal and other acts of executive governmental bodies and local self-government bodies in the area of labour, and also the documents and materials required for the discussion thereof shall be sent for consideration to the relevant commissions on regulation of social-labour relations (to relevant trade unions (associations of trade unions) and associations of employers) by the federal governmental bodies, governmental bodies of subjects of the Russian Federation or local self-government bodies which adopt the said acts.

The decisions of relevant commissions on regulation of social-labour relations or the opinions of the parties thereto (statements by relevant trade unions (associations of trade unions) and associations of employers) concerning the draft legislative acts, normative legal and other acts of executive governmental bodies and local self-government bodies sent to them must be examined by the federal governmental bodies, governmental bodies of subjects of the Russian Federation or local self-government bodies which adopt the said acts.

Chapter 6. Collective Negotiations

Article 36. The Holding of Collective Negotiations

Representatives of employees and employers take part in collective negotiations to prepare, conclude or change a collective contract or agreement and may show initiative in arranging such negotiations.

The representatives of a party which have received an offer in writing to start collective negotiations shall enter into talks within seven calendar days after the receipt of the offer by sending their reply to the initiator of the collective negotiations naming the persons who will represent them in the deliberations of the commission on collective negotiations, and indicating the person's powers. The date of commencement of the collective negotiations is the day following the date of receipt of said reply by the initiator of the collective negotiations.

The conduct of collective negotiations and conclusion of collective agreements and agreements on behalf of employees by persons who represent the interests of employers, and also by organisations or bodies formed or financed by employers, executive governmental bodies, local self-government bodies or political parties, it is hereby prohibited except for the cases envisaged by the present Code.

Article 37. Procedure for Holding Collective Negotiations

The representatives of parties who take part in collective negotiations are free to choose the issues of the regulation of social and labour relations.

Two or more primary trade union organisations which unite together more than a half of the employees of a given employer may, under a decision of their elected bodies, form a single representative body for the purpose of conducting collective negotiations, elaborating a single draft collective agreement and concluding a collective agreement (hereinafter referred to as "a single representative body"). The formation of a single representative body shall be carried out on the basis of the principle of proportionate representation depending on the number of trade union members. In this case, it shall include a representative from each of the primary trade union organisations that have set up the single representative body. The single representative body is entitled to send an offer to the employer (his representative) to start collective negotiations in order to prepare, conclude or amend a collective agreement on behalf of all employees.

A primary trade union organisation uniting more than a half of the employees of an organisation or of an individual entrepreneur is entitled by decision of its elected body to send an offer to the employer (his representative) to start collective negotiations on behalf of all employees without the preliminary formation of a single representative body.

If none of the primary trade union organisations nor the primary trade union organisations, which decided to set up a single representative body, collectivily unite more than a half of the employees of a given employer then a general meeting (conference) of the employees may designate by a secret ballot the primary trade union organisation which is instructed, given the consent of its elected body, to send to the employer (his representative) an offer to start collective negotiations on behalf of all the employees. If no such primary trade union organisation is designated or if the employees of the employer are not united in any primary trade union organisations then a general meeting (conference) of the employees may elect by secret ballot another representative (representative body) from the ranks of the employees and confer the relevant powers thereon.

The primary trade union organisation, the single representative body or the other representative (representative body) of the employees that has acquired to right to initiate collective negotiations in keeping with Parts 2-4 of the present Article shall do the following simultaneously with sending an offer to the employer (his representative) for starting the collective negotiations: notify about it all the other primary trade union organisations which unite employees of the given employer, and within the next five working days set up a single representative body on the consent thereof or include their representatives in the existing single representative body. Unless within the said term these primary trade union organisations announce their decision or send their refusal to delegate their representatives into the single representative body, the collective negotiations shall start up without their participation. In this case, the primary trade union organisations which do not take part in the collective negotiations shall retain for one month after the commencement of the collective negotiations their right to delegate their representatives to sit on the single representative body. If the representative of employees in the collective negotiations is a single representative body the members of the said body shall represent the employees' side in the commission on collective negotiations.

The right to hold collective negotiations, sign agreements on behalf of the employees at the level of the Russian Federation, one or several subjects of the Russian Federation, industry sector or territory is vested in the appropriate trade unions (associations of trade unions). If there are several trade unions (associations of trade unions) at the appropriate level, each of them is provided with the right of representation in the framework of the uniform representative body to hold collective negotiations set up taking into account the number of trade union members represented by them. If there is no agreement on the creation of a uniform representative body to hold collective negotiations, the right to conduct them is granted to the trade union (association of trade unions) uniting the majority of the members of the trade union (trade unions).

The parties must present to each other no later than within two weeks from the day of receiving the appropriate request the available information necessary for the holding of the collective negotiations.

Participants of the collective negotiations and other persons involved in the negotiations must not disclose obtained information if this information comprises a secret protected by the law (state, service, commercial or other secret). Persons having disclosed the mentioned information shall be subject to disciplinary, administrative, civil, criminal responsibility according to the procedure specified in the present Code and other federal laws.

The time period, place and procedure for holding collective negotiations are determined by the representatives of the parties participating in the mentioned negotiations.

Article 38. Regulation of Disagreements

If a coordinated decision is not adopted in all or individual issues in the course of collective negotiations, a protocol of disagreements shall be drawn up. Regulation of disagreements emerging in the course of collective negotiations pertaining to conclusion or changing of a collective contract or agreement shall be carried out according to the procedure specified in the present Code.

Article 39. Guarantees and Compensation for Persons Taking Part in Collective Negotiations

Persons taking part in collective negotiations, preparation of the draft collective contract or agreement, shall be released from the main work while preserving the average earnings within the time period defined by the agreement of the parties, however, no longer than for three months.

All expenses pertaining to the participation in collective negotiations shall be compensated for according to the procedure specified in the labour legislation and the other normative acts containing labour law norms, collective contract or agreement. The payment for the services of the experts, specialists and intermediaries shall be arranged by the inviting party, if otherwise is not envisaged in the collective contract or agreement.

Representatives of the employees taking part in the collective negotiations may not be subject to disciplinary action, transferred to another job or dismissed at the initiative of the employer during these

negotiations without the preliminary consent of the body having authorized their representation functions, except for cases of discontinuation of the labour contract for committing actions warranting dismissal from work in compliance with the present Code or other federal laws.

Chapter 7. Collective Contracts and Agreements

Article 40. Collective Contract

A collective contract is a collective act regulating social and labour relations in an organisation or with an individual entrepreneur and concluded by employees and the employer by the persons representing them.

In the case of a failure to achieve accord between the parties on individual issues of the draft collective contract within three months from the day of the beginning of collective negotiations, the parties must sign the collective contract on the agreed terms while simultaneously compiling a protocol of disagreements.

Unresolved disagreements may be subject to further collective negotiations or resolved in compliance with the present Code or other federal laws.

A collective contract may be concluded in the organisation as a whole, in its branches, representation offices and other separate structural divisions.

For the purpose of conducting collective negotiations to prepare, conclude or amend a collective agreement in a branch, representative office or another detached structural unit of an organisation the employer shall confer the necessary powers on the head of the unit or on another person in accordance with Part 1 of Article 33 of the present Code. In this case, the right to represent the interests of employees shall be conferred on a representative of the employees of that unit who is designated in accordance with the rules envisaged for collective negotiations for the organisation as a whole (Parts 2-5 of Article 37 of the present Code).

Article 41. Contents and Structure of a Collective Contract

The contents and structure of a collective contract are determined by the parties.

The collective agreement may incorporate employees' and employer's obligations relating to the issues below:

the forms, systems and rates of remuneration for labour;

the disbursement of benefits and compensations;

the mechanism of regulation of remuneration for labour with account taken of price growth, inflation level and of the achievement of the targets set by the collective agreement;

employment, re-training and the terms for dismissing employees;

working hours and leisure hours, including issues concerning the granting of leave and the duration thereof;

the observance of employees' interests in the privatisation of state and municipal property;

environmental safety and the protection of employees' health at work;

guarantees and privileges for employees who combine their work with studies;

the health rehabilitation and leisure of employees and their family members;

partial or full payment for employees' meals;

the monitoring of implementation of the collective agreement, the procedure for amending it, parties' liabilities, the ensuring of normal conditions for the activities of employees' representatives, the procedure for informing the employees of the implementation of the collective agreement;

an obligation to refrain from industrial action if the relevant terms and conditions of the collective agreement are observed;

other issued defined by the parties.

The collective contract, taking into account the financial and economic standing of the employer, may specify employee benefits and preferences, working conditions more favourable than those specified in the laws, other normative legal acts or agreements.

Article 42. Procedure for Preparing a Draft Collective Contract and the Conclusion of a Collective Agreement

The procedure for preparing a collective contract and the conclusion of a collective agreement shall be defined by the parties in compliance with the present Code and other federal laws.

Article 43. Application of the Collective Contract

The collective contract shall be concluded for a term of not more than three years and shall enter into force from the day of its signing by the parties or from the day specified in the collective contract.

The parties may prolong the collective contract for not more than three years.

A collective agreement shall extend to all the employees of the organisation, the individual entrepreneur, and a collective agreement concluded in a branch, representative office or another detached structural unit of the organisation, to all the employees of the relevant unit.

The collective agreement shall remain in effect if the name of the organisation is changed, if the organisation is re-organised in the form of a transformation, and also if a labour contract with the head of the organisation is rescinded.

If the form of ownership of the organisation is changed the collective agreement shall remain effective for three months after the transfer of the right of ownership.

When the organisation is re-organised in the form of a merger, accession, division or separation the collective agreement shall remain effective during the whole re-organisation period.

In cases of a reorganisation or a change of the form of ownership of the organisation, any of the parties may send to the other party suggestions on the conclusion of a new collective contract or prolongation of the previous one for a term of up to three years.

In the case of the liquidation of the organisation, the collective contract shall preserve its force throughout the whole of the liquidation period.

Article 44. Amendments to the Collective Contract

Amendments to the collective contract shall be adopted according to the procedure specified in the present Code for its conclusion or in the procedure established by a collective agreement.

Article 45. Agreement. Types of Agreement

An agreement is a legal act regulating social-labour relations and establishing the general principles of relation of the economic relations connected thereto which is concluded between empowered representatives of employees and employers at the federal, interregional, regional, industry (inter-industry) and territorial levels of social partnership within the scope of powers thereof.

By agreement of the parties involved in collective negotiations agreements may be bilateral and trilateral.

Agreements envisaging full or partial financing from relevant budgets shall be concluded with the mandatory participation of the relevant executive governmental bodies or local self-government bodies deemed party to the agreement.

Depending on the area of regulated social-labour relations the following agreements may be concluded: a general, inter-regional, regional, industry (inter-industry), territorial or other agreement.

A general agreement shall establish the general principles of regulation of social-labour relations and the economic relations connected thereto at the federal level.

An inter-regional agreement shall establish the general principles of regulation of social-labour relations and the economic relations connected thereto at the level of two and more subjects of the Russian Federation.

A regional agreement shall establish the general principles of regulation of social-labour relations and the economic relations connected thereto at the level of a subject of the Russian Federation.

An industry (inter-industry) agreement shall establish the general terms for remuneration for labour, guarantees, compensations and privileges for the employees of an industry (industries). An industry (inter-industry) agreement may be concluded at the federal, interregional, regional and territorial level of social partnership.

A territorial agreement shall establish the general working conditions, guarantees, compensations and privileges for employees on the territory of a certain municipal formation.

"Other agreements" are agreements that may be concluded by parties at any level of social partnership on certain lines of regulation of social-labour relations and other relations directly related thereto.

Article 46. Contents and Structure of an Agreement

The contents and structure of an agreement shall be determined by arrangement between the representatives of the parties which are free to choose the circle of issues for discussion and inclusion in the agreement.

The agreement may incorporate mutual obligations of the parties concerning the following issues:

remuneration for labour;

working conditions and labour protection;

working hours and leisure hours;

the development of social partnership;

other issues defined by the parties.

Article 47. Procedure for Preparing a Draft Agreement and the Conclusion of an Agreement

The draft agreement shall be worked out in the course of collective negotiations.

The conclusion and changing of agreements requiring budget financing shall be implemented by the parties, according to the general rule, before the preparation of the appropriate draft budget for the fiscal year pertaining to the effective period of the agreement.

A general agreement, sectoral (inter-industry) agreements for industry sectors with organisations financed at the expense of the federal budget must be concluded, according to the general rule, before the draft federal law on the federal budget for the subsequent fiscal year is introduced in the State Duma of the Federal Assembly of the Russian Federation.

Regional and territorial agreements must be concluded, according to the general rule, before the appropriate draft budgets are introduced in the representative bodies of the subjects of the Russian Federation and the local government bodies.

The procedure and term for the elaboration of a draft agreement, and for the conclusion of an agreement shall be defined by the commission. The commission is entitled to notify employers not being members of the association of employers which is conducting the collective negotiations for the purpose of elaborating a draft agreement and of concluding an agreement, about the commencement of the collective negotiations, and also to offer them the forms of possible participation in the collective negotiations. The employers that have received such notices shall inform accordingly the elected body of the primary trade union organisation that unites the employees of the employer.

An agreement is signed by the representatives of the parties.

Article 48. The Applicability of an Agreement

An agreement enters into force as of the date when it is signed by the parties or on the date established by the agreement.

The effective term of an agreement is determined by the parties but it shall not exceed three years. The parties are entitled to extend the effective term of the agreement once for a term of up to three years.

The agreement extends to:

all the employers being members of the association of employers that has concluded the agreement. The termination of membership of the association of employers does not relieve an employer from the duty to comply with the agreement concluded when the employer was a member. An employer that joined the association of employers during the effective term of the agreement shall honour the obligations established by the agreement;

employers that are not members of the association of employers that has concluded the agreement but which empowered the said association to take part on their behalf in collective negotiations and to conclude an agreement or which have acceded to the agreement after it was concluded;

governmental bodies and local self-government bodies within the scope of obligations they have assumed.

In respect of employers being federal state institutions, state institutions of subject of the Russian Federation, municipal institutions and other organisations financed from relevant budgets the agreement is effective also if it has been concluded on their behalf by a relevant governmental body or local self-government body (Article 34 of the present Code).

The agreement extends to all the employees having labour relations with the employers specified in Parts 3 and 4 of the present Article.

Where several agreements simultaneously extend to employees the terms of the agreements most favourable to the employees shall apply.

At the proposal of the parties to an industry agreement concluded on the federal level the head of the federal executive governmental body charged with the functions of elaborating state policy and of normative legal regulation in the area of labour is entitled after the publication of the agreement to make a proposal to employers that did not take part in the conclusion of the agreement to accede to it. The proposal is subject to official publication, and it shall contain information on the registration of the agreement and on the source where it was published.

If within 30 days after the official publication of the proposal for accession to the agreement the employers pursuing their activities in the relevant industry do not file their substantiated refusal in writing to accede to the agreement with the federal executive governmental body charged with the function of elaborating state policy and performing normative legal regulation in the area of labour then the agreement shall be deemed to extend to these employers starting from the date of official publication of the proposal. The refusal shall be accompanied by the minutes of the employer's consultations with the elected body of the primary trade union organisation uniting the employees of this employer.

If an employer refuses to accede to the agreement the head of the federal executive governmental body charged with the function of elaborating state policy and performing normative legal regulation in the area of labour is entitled to invite representatives of the employer and representatives of the elected body of the primary trade union organisation that unites the employees of the employer to hold consultations with the participation of representatives of the parties to the agreement. The

representatives of the employer, the representatives of the employees and the representatives of the parties to the agreement shall take part in the said consultations.

The procedure for publishing industry agreements concluded on the federal level and the procedure for publishing a proposal to accede to an agreement shall be established by the federal executive governmental body charged with the function of elaborating state policy and performing normative legal regulation in the area of labour, with account being taken of the opinion of the Russian Trilateral Commission for Regulating Social-Labour Relations. The procedure for the publication of other agreements shall be defined by the parties thereto.

Article 49. Amendments to an Agreement

Amendments to an agreement are introduced according to the procedure specified in the present Code for the conclusion of the agreement or in the procedure established by the agreement.

Article 50. Registration of a Collective Contract or Agreement

A collective contract or agreement, within seven days from the day of signing by the employer, shall be sent by a representative of the employer (employers) for registration according to the notification procedure to the appropriate body in charge of labour issues.

The entering into force of the collective contract or agreement is not affected by the fact of the registration according to the notification procedure.

While registering the collective contract, agreement, the appropriate body in charge of labour issues shall identify the conditions impairing the position of the employees as compared to the labour legislation and other normative legal acts containing labour law norms and inform the representatives of the parties having signed the collective contract or agreement of this, as well as the appropriate state labour inspection. The terms of the collective contract or agreement impairing the position of the employees do not have effect and may not be applied.

Article 51. Control over Execution of a Collective Contract or Agreement

Control over the execution of a collective contract or agreement shall be vested in the parties of the social partnership, their representatives and appropriate bodies in charge of the labour issues.

In the course of implementation of this control, representatives of the parties must submit to each other and also to relevant bodies charged with labour matters the information necessary for this not later than one month after the receipt of the relevant inquiry.

Chapter 8. Employee Participation in the Management of an Organisation

Article 52. Employee Right to Participate in the Management of an Organisation

Employee right to participate in the management of an organisation directly or through their representative bodies shall be regulated by the present Code, other federal laws, constituent documents of the organisation and the collective contract.

Article 53. Main Forms of Employee Participation in the Management of an Organisation

Below are the basic forms of employee participation in the management of an organisation:

account being taken of the opinion of the representative body of the employees in the cases specified in the present Code and the collective agreement;

consultations being held by the representative body of the employees with the employer concerning the adoption of local normative acts;

receipt of information from the employer on issues that directly affect the interests of employees;

discussing issues with the employer concerning the organisation's operation, presenting proposals for improvement of its operation;

the representative body of the employees discussing the organisation's social and economic development plans;

taking part in the elaboration and adoption of collective agreements;

other forms defined by the present Code, other federal laws, the constitutive documents of the organisation, the collective agreement and local normative acts.

Employee representatives may obtain from the employer information in issues of:

reorganisation or liquidation of the organisation;

introduction of technological changes resulting in changes of the working conditions of employees;

professional training, retraining and professional development of employees;

in other issues envisaged by the present Code, other federal laws, constituent documents of the organisation or a collective contract.

Employee representatives may also present appropriate proposals on these issues to the managing bodies of the organisation and participate in the sessions of the mentioned bodies when they are being considered.

Chapter 9. Responsibility of the Parties of Social Partnerships

Article 54. Responsibility for the Avoidance of Participation in Collective Negotiations, Failure to Present Information Necessary for Collective Negotiations and Implementation of Control over Observation of a Collective Contract or Agreement

Representatives of the parties avoiding the participation in collective negotiations to conclude or change a collective contract or agreement or refusing unlawfully to sign the agreed collective contract or agreement shall be fined in the amount and according to the procedure specified in federal law.

Persons responsible for the failure to present information necessary for collective negotiations and implementation of control over observation of a collective contract or agreement shall be fined in the amount and according to the procedure specified in federal law.

Article 55. Responsibility for the Violation of or Failure to Fulfil a Collective Contract or Agreement

Persons representing the employer or employees responsible for the violation of or failure to fulfil obligations envisaged in a collective contract or agreement shall be fined in the amount and according to the procedure specified in the federal law.

Part 3

Section III. Labour Contracts

Chapter 10. General Provisions

Article 56. The Notion of a Labour Contract. Parties to a Labour Contract

Labour contract means an agreement between an employer and an employee whereby the employer undertakes to provide work to the employee in line with the labour function stipulated, to ensure the working conditions envisaged by the labour legislation and other normative legal acts containing labour law norms, a collective agreement, agreements, local normative acts and this agreement, to pay a wage/salary to the employee in due time and in full, and the employee undertakes to carry out in person the labour function defined by this agreement and observe the employer's in-house employee rules.

The parties to a labour contract shall be the employer and the employee.

Article 57. The Content of a Labour Contract

The following shall be indicated in a labour contract:

the surname, first name and patronymic of the employee and the name of the employer (the surname, first name and patronymic of the employee being a natural person) that have concluded the labour contract;

information on the personal identity documents of the employee and the employer being a natural person;

taxpayer identification number (for employers, except for employers being natural persons not deemed individual entrepreneurs);

information on the representative of the employer who signed the labour contract, and the ground for his being empowered to do so;

the place and date of conclusion of the labour contract.

Below are the terms sine qua non of a labour contract:

employer/the place of work, and if the employee is hired to work in the organisation's branch, representative office or another detached structural unit located in another area, the place of work including an indication of the detached structural unit and the location thereof;

labour function (working in a position listed in the staff list, occupation, trade including an indication of qualification; the specific type of work the employee is to perform). If in accordance with federal laws the provision of compensations and privileges or the imposition of restrictions is connected with the performance of work in specific positions, occupations or trades then the titles/descriptions of these positions, occupations or trades and the pertaining qualifications shall comply with the titles/descriptions and the requirements in the qualification hand-books approved in the procedure established by the Government of the Russian Federation;

the date of commencement of work, or if a fixed-term contract is concluded, also the effective term thereof and the circumstances (reasons) serving as grounds for concluding a fixed-term labour contract under the present Code or another federal law;

the terms for remuneration for labour (including base wage or salary (official salary) rate of the employee, extra payments, mark-ups and incentives);

working hours and leisure hours (if for this employee they are different from the general rules of the employer);

compensations for demanding work and for handling harmful materials and/or hazardous working conditions if the employee is hired to perform work in such conditions, including an indication of the working condition characteristics at the workplace;

the terms and conditions defining where necessary the nature of work (mobile, travelling, en route, or another kind of work);

the clause on the mandatory social insurance for the employee under the present Code and other federal laws;

other terms and conditions in the cases envisaged by the labour legislation and other normative legal acts containing labour law norms.

If any information and/or terms from among those mentioned in Parts 1 and 2 of the present Article have not been included in a labour contract when it was concluded it shall not be deemed grounds for deeming the labour contract non-concluded or for the rescission thereof. The labour contract shall be then supplemented with the missing information and/or conditions. In this case, the missing information shall be entered directly in the text of the labour contract, and the missing terms shall be defined in an annex to the labour contract or in a separate agreement of the parties concluded in writing, to become an integral part of the labour contract.

A provision may be made in a labour contract for additional terms that do not deteriorate the employee's situation in comparison with those established by the labour legislation and other normative legal acts containing labour law norms, a collective agreement, agreements or local normative acts, in particular as follows:

indicating the specific place of work (with an indication of the structural unit and its location) and/or workplace;

probation;

the non-disclosure of legally-protected secrets (state, service, commercial and another secrets);

the employee's obligation after training to work for at least as long as required by the contract if the training was carried out at the expense of the employer;

the types of, and the terms for, additional insurance for the employee;

improvement of the social and everyday conditions of the employee and his family members;

defining more specifically the rights and duties of the employee and the employer established by the labour legislation and other normative legal acts containing labour law norms as applicable to the working conditions of this employee.

By agreement of the parties the following may also be included in a labour contract: the rights and duties of the employee and the employer established by the labour legislation and other normative legal acts containing labour law norms and local normative legal acts as well as the rights and duties of the employee and the employer ensuing the terms of the collective agreement and agreements. The non-inclusion of any of the said rights and/or duties of the employee or the employer in the labour contract shall not be deemed as the waiver of such rights or duties.

Article 58. Time Period of the Labour Contract

Labour contracts may be concluded for:

1) an indefinite period of time;

2) a definite period of time for not more than five years (fixed-term labour contract) if another time period is not specified in the present Code and other federal laws.

A fixed-term labour contract is concluded when labour relations cannot be established on sine die terms, given the nature of the would-be work or the terms and conditions for the performance thereof, and namely in the cases envisaged by Part 1 of Article 59 of the present Code. In the cases envisaged by Part 2 of Article 59 of the present Code a fixed-term labour contract may be concluded by agreement of the parties to the labour contract, without account being take of the nature of the would-be work or the terms and conditions for the performance of the work.

If the labour contract does not specify its effective time period, the contract is considered to be concluded for an indefinite period of time.

Where neither of the parties has demanded that a fixed-term labour contract be rescinded in connection with the expiry of its effective term, and the employee continues working after the expiry of the effective term of the labour contract the clause on the fixed-term nature of the labour contract becomes no longer effective, and the labour contract is deemed concluded sine die.

A labour contract concluded for a definite period of time in the absence of sufficient reasons for this, as established by a court, is considered to be concluded for an indefinite period of time.

It shall be prohibited to conclude fixed-term labour contracts to avoid granting the rights and guarantees envisaged for employees working under labour contract concluded for an indefinite period of time.

Article 59. Fixed-Term Labour Contracts

A fixed-term labour contract shall be concluded:

for the term of execution of the duties of an employee who is on a leave of absence, and who retains his job in accordance with the labour legislation and other normative legal acts containing labour law norms, a collective agreement, agreements, local normative acts and a labour contract;

for the term of performance of temporary (up to two months) work;

for the purpose of performing seasonal work when due to natural conditions work can only be performed during a certain period of time (season);

with persons who are sent to work abroad;

for the purpose of performing work going beyond the framework of the employer's ordinary activity (re-construction, erection/installation, start-up works and other works), and also work that has to do with strictly temporary (up to one year) extension of production carried out or scope of services provided;

with persons who come to work for organisations that have been formed intentionally for a fixed period of time or for the purpose of completing a certain task;

with persons who are hired to carry out certain work even though its completion cannot be determined by a specific date;

for the purpose of carrying out works directly relating to the probation and professional training of an employee;

in the cases of election for a specific term to an elected body or elected office as a paid job, and also of being hired to carry out work directly relating to supporting the activities of members of elected bodies or officials in governmental bodies and local self-government bodies, political parties and other public associations;

with persons sent by population employment services to carry out temporary or communal work;

with citizens sent to undergo alternative civil service;

in the other cases envisaged by the present Code or other federal laws.

By agreement of the parties a fixed-term labour contract may be concluded:

with persons hired to work for employers that are small businesses (including individual entrepreneurs) having up to 35 employees (or 20 employees in the area of retailing and everyday services);

with old-age retirees hired, and also with persons who are allowed exclusively temporary work in accordance with a medical certificate issued in the procedure established by federal laws and other normative legal acts of the Russian Federation;

with persons hired by organisations located in Extreme Northern areas or in the areas qualifying as such, if this involves relocation to the place of employment;

for the purpose of carrying out emergency works for preventing catastrophes, disasters, accidents, epidemics, epizootics and also for elimination of the aftermath of such and other emergencies;

with persons selected on the basis of a competition to occupy a position, the competition having bee conducted in the procedure established by the labour legislation and other normative legal acts containing labour law norms;

with creative employees of the mass media, cinematographic organisations, theatres, theatrical and concert organisations and circuses, with other persons taking part in the creation and/or performance (exhibition) of works, with professional sportsmen in keeping with the lists of jobs, occupations and positions of these employees approved by the government of the Russian Federation with account being taken of the opinion of the Russian Trilateral Commission for Regulating Social-Labour Relations;

with the heads, deputy heads and chief accountants of organisations, irrespective of the organisational legal forms and the forms of ownership thereof;

with persons undergoing day-time studies;

with persons combining jobs;

in the other cases envisaged by the present Code or other federal laws.

Article 60. Prohibition on Demanding the Undertaking of Work Not Envisaged in the Labour Contract

It shall be prohibited to demand that an employee undertake work not envisaged in the labour contract, except for the cases envisaged in the present Code and other federal laws.

Article 60.1. Combining Jobs

An employee is entitled to conclude labour contracts for the performance of another regular job for payment during his time free of his basic employment with the same employer (internal job combination) and/or with another employer (external job combination).

The details of regulation of the labour of persons who combine jobs are defined by Chapter 44 of the present Code.";

Article 60.2. Combining Occupations (Positions). Expanding Service Area or Scope of Work. Acting in the Capacity of an Employee Who Is on a Leave of Absence without Being Relieved from the Work Defined by a Labour Contract

With an employee's consent in writing he may be instructed to carry out together with the work defined by a labour contract within the established duration of working hours (shift) additional work in another or the same occupation (position) for an additional payment (Article 151 of the present Code).

The additional work in another occupation (position) the employee is instructed to carry out may be performed by means of combining occupations (positions). The additional work the employee is instructed to carry out in the same occupation (position) may be performed by means of expanding the service area or the scope of work. For the purpose of acting in the capacity of an employee who is on a leave of absence without being relieved from the work defined by a labour contract an employee may be instructed to perform additional work either in another or the same occupation (position).

The term for the employee to perform the additional work, the content and scope of the work shall be established by the employer with the employee's consent in writing.

The employer is entitled to refuse before due time to carry out the additional work, and the employer is entitled to cancel before due time his instructions for the performance thereof, having notified the other party accordingly in writing at least three working days in advance.

Article 61. Entry into Force of a Labour Contract

A labour contract shall enter into force from the day of its signing by the employee and the employer, if otherwise is not envisaged in the federal laws, other normative legal acts of the Russian Federation or labour contract, or from the day when the employee is actually admitted to work with the knowledge of or at the order of the employer or his representative.

The employee must begin to execute his labour duties from the day defined in the labour contract.

If the labour contract does not define the day of the beginning of work, the employee must begin his work on the next working day after the contract enters into force.

If an employee did not start to work on the day of commencement of work established in accordance with Part 2 or Part 3 of the present Article the employer is entitled to annul the labour contract. The annulled labour contract is deemed non-concluded. The annulment of the labour contract does not deprive the employee of his right to receive social insurance coverage upon the onset of an insured accident during the period of time from the conclusion of the labour contract until the date of annulment thereof.

Article 62. Issue of Copies of Documents Pertaining to Work

At the written application from the employee, the employer shall be obliged to issue to the employee, no later than within three working days of submission of the application, copies of documents pertaining to work (copies of the order of admission to work, orders of transfer to another work, order of dismissal from work; extract from the work-book; certificates of payment, on accrued and actually paid insurance contributions for mandatory pension insurance, on the period of work with the given employer and other). Copies of documents pertaining to work must be certified appropriately and given to the employee free of charge.

Chapter 11. Concluding a Labour Contract

Article 63. Age from Which It Is Permitted to Conclude a Labour Contract

Conclusion of a labour contract shall be permitted with persons having reached sixteen years of age.

In the case of receiving a general education or the continuation of studying under a basic general education curriculum in an education form other than daytime study or leaving the secondary educational institution in compliance with Federal law, a labour contract may be concluded by persons having reached fifteen years of age for the purpose of carrying out light work that does not harm their health.

With the consent of one of the parents or the guardianship body, a labour contract may be concluded with a student having reached fourteen years of age to carry out easy work not that does not harm his/her health or interfere in the process of study in the time free from study.

In organisations of cinematography, theatres, theatrical and concert organisations, circuses, it is permitted to conclude, with consent of one of the parents (guardian) or permission of the guardianship body, a labour contract with persons less than fourteen years of age to take part in the creation and/or performance (exhibition) of the pieces of art, if this does not damage health or moral development. In this case the labour contract shall be signed on behalf of the employee by the parent (guardian). The

permission of the trusteeship and guardianship body shall include an indication of the duration of the daily working hours and the other conditions under which the work may be performed.

Article 64. Guarantees While Concluding a Labour Contract

It shall be prohibited to refuse to conclude a labour contract without reason.

Any direct or indirect restriction of the rights or granting direct or indirect advantages in the conclusion of a labour contract depending on sex, race, skin colour, nationality, language, origin, property, social and positional status, age, place of residence (including the presence or absence of registration at the place of residence or stay), as well as other circumstances not pertaining to the business properties of the employees shall not be permitted except for the cases envisaged in federal law.

It shall be prohibited to refuse to conclude a labour contract with women for reasons associated with pregnancy or existence of children.

It shall be prohibited to refuse to conclude a labour contract with employees offered a job in writing involving a transfer from another employer within one month from the day of quitting the previous place of work.

At the demand of the person being refused conclusion of a labour contract, the employer must report the reason for the refusal in writing.

Refusal to conclude a labour contract shall be appealable in court.

Article 65. Documents Submitted While Concluding a Labour Contract

While concluding a labour contract, the hired person shall present to the employer:

passport or another identification document;

work-book, except for cases when a labour contract is concluded for the first time or employee is hired for a second job;

insurance certificate of state pension insurance;

military registration documents - for persons liable for military service or draft to military service;

document of education, qualification or availability of special knowledge - if hired for work requiring special knowledge or special training.

In individual cases, taking into account the particulars of work, the present Code, other federal laws, decrees of the President of the Russian Federation and decisions of the Government of the Russian Federation may envisage the need to present additional documents while concluding the labour contract.

It shall be prohibited to demand from the hired person documents other than those envisaged in the present Code, other federal laws, decrees of the President of the Russian Federation and decisions of the Government of the Russian Federation.

If a labour contract is concluded for the first time, the workbook and the insurance certificate of the state pension insurance shall be drawn up by the employer.

If a person who is being hired does not have a work-record book due to its having been lost, damaged or for another reason the employer shall draw up a new work-record book on an application in writing of this person (including an indication of the cause of the lack of a work-record book).

Article 66. Work-Book

The work-book of specified type shall be the main document confirming the labour activities and the length of service of the employee.

The form, procedure for keeping and storage of work-books, as well as the procedure for making blank work-books and providing employers with them shall be specified by the Government of the Russian Federation.

An employer (except for employers being natural persons not deemed individual entrepreneurs) shall keep a work-record book for each employee who has worked for the employer for over five days if working for this employer is the main job of the employee.

The work-book is used to enter information on the employee, fulfilled work, transfer to other permanent work and termination of employment, as well as reasons for discontinuation of the labour contract and information on awards for achievements in work. Information on reprimands is not entered in the work-book, except when this is the case of dismissal.

If the employee so wishes, second job information is entered in the work-book at the place of the main work on the basis of a document confirming work in another organisation.

Article 67. Form of a Labour Contract

A labour contract shall be drawn up in writing in duplicate, with each of the copies signed by the parties. One copy of the labour contract is given to the employee, the other remains with the employer. The receipt by an employer of a copy of a labour contract shall be confirmed by his signature on the copy of the labour contract kept by the employer.

A labour contract that was not drawn up in writing is considered to be concluded if the employer is admitted to work with the knowledge of at the order of the employer or his representative. If the employee is actually admitted to work, the employer shall be obliged to draw up a labour contract with him in writing no later than within three working days from the day when the employee was actually admitted to work.

When the labour contracts are concluded with individual categories of employees, the labour legislation and other normative legal acts containing labour law norms, may envisage the need to agree on the possibility of concluding labour contracts or on their terms with appropriate persons or bodies not being employers to these contracts or to draw up the labour contracts in a greater number of copies.

Article 68. The Documenting the Hiring for Work

Hiring a person for work shall be documented with an order of the employer issued on the basis of the concluded labour contract. The contents of the order of the employer must correspond to the terms of the concluded contract.

The hiring order of the employer shall be shown to the employee against his/her signature within three days from the day of the actual starting of the work. At the employee demand, the employer shall be obliged to give him a copy of the mentioned order appropriately certified.

When someone is being hired (before a labour contract is signed) the employer shall have the employee read the in-house employee rules, other local normative acts directly relating to the employee's labour activity and the collective agreement andsign that they have done so.

Article 69. Medical Examination (Checkup) at the Conclusion of a Labour Contract

An obligatory preliminary medical examination (checkup) at the conclusion of the labour contract shall apply to persons less than eighteen years of age, as well as to other persons in the cases envisaged in the present Code and other federal laws.

Article 70. Probation in Case of Hiring

When a labour contract is concluded a provision may be made therein by agreement of the parties for the employee's probation to test his fitness for the job.

The lack of a probation clause in a labour contract means that the employee is hired without probation. If an employee is actually cleared to carry out work without a labour contract having been drawn up (Part 2 of Article 67 of the present Code) a probation clause may be included in the labour contract only if the parties have drawn it up as a separate agreement before the commencement of the work.

During a probation period the employee is subject to the provisions of the labour legislation and other normative legal acts containing labour law norms, the collective agreement, agreements and local normative acts.

Probation on hiring is not imposed for:

persons selected on the basis of a competition to occupy a certain position, such competition having been completed in the procedure established by the labour legislation and other normative legal acts containing labour law norms;

pregnant women and women having children aged up to one year and a half;

persons under 18;

persons who have graduated from the primary, secondary and higher vocational education institutions that have passed state accreditation, and who are hired for the first time in the trade so acquired within one year after the graduation;

persons elected to an elected office to work for payment;

persons invited to a specific job on transfer from another employer by agreement between employers;

persons who conclude a labour contract for a term of up to two months;

other persons in the cases envisaged by the present Code, other federal laws or a collective agreement.

The term of probation shall not exceed three months, or six months for the heads and deputy heads of organisations, chief accountants and deputy chief accountants, the heads of branches, representative offices or other detached structural units of organisations, except as otherwise established by federal law.

Where a labour contract is concluded for a term from two to six months the probation term shall not exceed two months.

The term of probation does not include any period of temporary disability of the employee and the other periods when he physically was not present at work.

Article 71. Results of Probation During the Hiring Process

In the case of an unsatisfactory result of probation, the employer shall have the right to discontinue the labour contract with the employee before the end of the probation period having warned him in writing no later than three days in advance while indicating the reasons that served as grounds to recognize this employee as having failed to pass the probation. The employee may appeal against the decision of the employer in court.

In the case of an unsatisfactory result of the probation, discontinuation of the labour contract shall occur without taking into account the opinion of the appropriate trade union body and payment of severance pay.

If the probation period is over, and the employee continues to work, he is considered to have passed the probation, with subsequent discontinuation of the labour contract being permitted only on common grounds.

If, during the probation period, the employee comes to the conclusion that the job offered is not appropriate for him, he may discontinue the labour contract at his own will having warned the employer in writing three days in advance.

Chapter 12. Amending a Labour Contract

Article 72. Amending the Labour Contract Terms Defined by Parties

Amending the terms of a labour contract defined by the parties, including transfer to another job, is admissible only by agreement of the parties thereto, except for the cases specified by the present Code. An agreement on amending the labour contract terms defined by the parties shall be made in writing.

Article 72.1. Transfer to Another Job. Relocation

Transfer to another job means a permanent or temporary modification of the labour function of an employee and/or structural unit in which an employee is working (if the structural unit was specified in the labour contract) in which the employee continues working for the same employer, and also relocates to another region together with the employer to perform work. Transfer to another job is only possible on the employee's consent in writing, save for the cases envisaged by Parts 2 and 3 of Article 72.2 of the present Code.

At the request in writing or consent in writing of an employee he may be transferred to another permanent job with another employer. In this case the labour contract concluded with the previous employer shall be terminated (Item 5 of Part 1 of Article 77 of the present Code).

No consent of an employee is required for his being moved to another workplace, another structural unit located in the same area with the one and the same employer, for his being instructed to work on another mechanism or plant, unless it causes a modification of the labour contract terms defined by the parties.

It is hereby prohibited to transfer or relocate an employee to a job for which he is not fit due to his state of health.

Article 72.2. Temporary Transfer to Another Job

By agreement of the parties concluded in writing an employee may be temporarily transferred to another job with the same employer for a term of up to one year, and if such transfer is made to replace another employee who is temporarily absent but who retains his job under a law - until the latter returns to work. If, upon the expiry of the term of transfer, the employee's previous job is not returned thereto, and he does not demand that it be returned and keeps working then the temporary transfer clause is deemed no longer effective and the transfer is deemed permanent.

In the event of a natural or man-made catastrophe, industrial disaster, accident on the job, fire, flood, famine, earthquake, epidemic or epizootic and in any extraordinary cases endangering the life or normal living conditions of the whole population or a part thereof an employee may be transferred without his consent for a term of up to one month to a job which is not stipulated by the labour contract to work for the same employer for the purpose of preventing the said events or alleviating the aftermath thereof.

Also an employee may be transferred without his consent for a term of up to one month to a job not stipulated by the labour contract to work for the same employer in the case of downtime (temporary suspension of work due to economic, technological, technical or organisational causes), the need for preventing the destruction or damage of property or to replace another employee who is temporarily absent if the downtime or the need for preventing the destruction or damage of property or replacing the employee who is temporarily absent is due to the extraordinary circumstances specified in Part 2 of the present Article. In this case a transfer to a job that requires a lower qualification is permitted only with the employee's consent in writing.

Where a transfer takes place in the cases specified by Parts 2 and 3 of the present Article the employee is paid for the work he performs and at a rate not below the average earnings in his previous job.

Article 73. Transferring an Employee to Another Job according to a Medical Certificate

An employee who needs to be transferred to another job in accordance with a medical certificate issued in the procedure established by federal laws and other normative legal acts of the Russian Federation shall be transferred by the employer with the employee's written consent to another job which the employer has and which is not contra-indicated for the employee because of his state of health.

If an employer who needs to be temporarily transferred to another job in accordance with a medical certificate for a term of up to four months refuses to be transferred or if the employer does not have an appropriate job then the employer shall remove the employee from his job for the whole term indicated in the medical certificate, with the job (position) being retained by the employer. During the period of removal from the job no wage/salary shall be accrued, except for the cases specified by the present Code, other federal laws, the collective agreement, agreements and the labour contract.

If according to a medical certificate an employee needs to be transferred to another job temporarily for a term of over four months or permanently then if he refuses to be transferred or if the employer does not have an appropriate job the labour contract shall be terminated in accordance with Item 8 of Part 1 of Article 77 of the present Code.

Labour contracts with the heads or deputy heads and chief accountants of organisations (branches, representative offices or other detached structural units) who, according to medical certificates, need a temporary or permanent transfer to another job, if they refuse to be transferred or if the employer does not have an appropriate job, shall be terminated in accordance with Item 8 of Part 1 of Article 77 of the present Code. With the consent in writing of said employees the employer is entitled to abstain from terminating the labour contracts concluded with them, and to remove them from their jobs for a term defined by agreement of the parties. During the period of removal from the job no salary shall be accrued for said employees, except for the cases envisaged by the present Code, other federal laws, the collective agreement, agreements and the labour contracts.

Article 74. Amendment of Labour Contract Terms by the Parties Due to Reasons Relating to a Change in Organisational or Technological Working Conditions

If, due to reasons relating to a change in organisational or technological working conditions (changes in production machinery and technologies, structural re-organisation of production facilities and other reasons) the terms of a labour contract defined by parties cannot be preserved they may be modified at the initiative of the employer, except for changing the labour function of the employee.

The employer shall notify the employee in writing of a forthcoming change in the terms of the labour contract defined by the parties, and also of the reasons for such change at least two months in advance, except as otherwise envisaged by the present Code.

If the employee does not agree to work in new conditions then the employer shall offer him in writing another job the employer has (either a vacant position or a job that meets the qualification of the employee or a vacant lower position or lower-paid job) for which the employer is fit with due regard to his state of health. In this case, the employer shall offer to the employer all the vacancies which he has in the given locality and which meet the said requirements. The employer has to offer vacant places in other localities if there is a provision to this effect in the collective agreement, agreements or the labour contract.

If there is no such job or if the employee refuses to accept the job offered the labour contract shall be terminated in accordance with Item 7 of Part 1 of Article 77 of the present Code.

If the reasons specified in Part 1 of the present Article could cause a mass dismissal of employees the employer is entitled for job preservation purposes to establish a regime with an incomplete working day (shift) and/or incomplete working week for a term of up to six months with account being taken of the opinion of the elected body of the primary trade union organisation and in the procedure established by Article 372 of the present Code for the purpose of adopting local normative acts.

If the employee refuses to continue working in the incomplete working day (shift) and/or incomplete working week regime then the labour contract shall be rescinded in accordance with Item 2 of Part 1 of Article 81 of the present Code. In this case, the relevant guarantees and compensations shall be provided to the employee.

The revocation of the regime of incomplete working day (shift) and/or incomplete working week before the expiry of the term for which they were established shall be effectuated by the employer with account taken of the opinion of the elected body of the primary trade union organisation.

The amendment of the labour contract terms defined by the parties made in accordance with the present Article shall not deteriorate the situation of the employer in comparison with those established by the collective agreement and agreements.

Article 75. Labour Relations in the Case of a Change of Proprietor of the Organisation, Change of the Agency Affiliation of the Organisation, Its Reorganisation

In the case of a change of the proprietor of the organisation, the new proprietor, no later than within three months from the day of emergence of his property right, may discontinue the labour contract with the manager of the organisation, his deputies and the chief accountant.

The change of proprietor of the organisation may not serve as grounds to discontinue the labour contracts with other employees of the organisation.

If an employee refuses to continue to work because of the change of the proprietor of the organisation, the labour contract is discontinued in compliance with Item 6 of Article 77 of the present Code.

In the case of the change of proprietor of the organisation, redundancy or staff cuts shall be permitted only after the state registration of the transfer of the property right.

A change in the jurisdiction (subordination) of an organisation or a re-organisation (merger, accession, division, separation or transformation) of an organisation shall not be deemed grounds for rescission of the labour contracts concluded with the organisation's employees.

In the case of a refusal of the employee to continue to work in the cases envisaged in Part 5 of the present Article, the labour contract is discontinued in compliance with Item 6 of Article 77 of the present Code.

Article 76. Removal from Work

An employer shall not let an employee work (shall not clear an employee for work) if:

the employee has reported to work in a state of alcoholic, narcotic or another intoxication;

the employee has not undergone training and examination of his knowledge and skills in the area of labour protection in the established procedure;

the employee has not undergone a mandatory medical examination (checkup) in the established procedure, and a mandatory psychiatric examination in the cases envisaged by federal laws and other normative legal acts of the Russian Federation;

contra-indications for the employee's performing the work stipulated in the labour contract have been discovered as stated in a medical certificate issued in the procedure established by federal laws and other normative legal acts of the Russian Federation;

the employee's special right (a licence, vehicle driving licence, weapon-carrying licence or another special right) has been suspended for a term of up to two months in accordance with federal laws and other normative legal acts of the Russian Federation if it makes it impossible for the employee to execute his duties under the labour contract, and if the employee cannot be transferred with his consent in writing to another job the employer has (either a vacant position or a job meeting the employee's qualification or a vacant lower position or lower-paid job) which the employee can perform with account taken of his state of health. In this case, the employer shall offer the employee all the vacancies which he has in the given area that meet the said requirements. The employer has to offer vacant positions in other areas if there is a provision to this effect in the collective agreement, agreements or the labour contract;

at the demand of the bodies or officials empowered by federal laws and other normative legal acts of the Russian Federation;

in the other cases envisaged by federal laws and other normative legal acts of the Russian Federation.

The employer shall remove the employee from work (not permit access to work) for the whole period of time before elimination of the circumstances having caused the removal or banning from work.

In the period of removal from work (being banned from work), the earnings to the employee shall not accrue except for the cases envisaged in the present Code or other federal laws. In cases of removal from work of an employee having failed to pass studies and checks of knowledge and skills in the safety sphere or obligatory preliminary or periodic medical examination (checkup) through a fault other than his, he shall receive earnings for the whole period of removal from work as for downtime.

Chapter 13. Discontinuation of a Labour Contract

Article 77. General Grounds for Discontinuation of a Labour Contract

Below are the grounds for terminating a labour contract:

1) agreement of the parties (Article 78 of the present Code);

2) the expiry of the labour contract's effective term (Article 79 of the present Code), except for cases when labour relations actually continue, and neither of the parties has demanded that they be terminated;

3) the rescission of the labour contract at the employee's initiative (Article 80 of the present Code);

4) the rescission of the labour contract at the employer's initiative (Article 71 and 81 of the present Code);

5) the transfer of the employee at his request or consent to another job with another employer or his transfer to an elected job (position);

6) the employee's refusal to continue working due to the change of owner of the organisation's property, change of the organisation's jurisdiction (subordination) or to the organisation's re-organisation (Article 75 of the present Code);

7) the employee's refusal to continue working due to a change in the labour contract terms defined by the parties (Part 4 of Article 74 of the present Code);

8) the employee's refusal to be transferred to another job as might be required according to his medical certificate issued in the procedure established by federal laws and other normative legal acts of the Russian Federation or the fact that the employer does not have an appropriate job (Parts 3 and 4 of Article 73 of the present Code);

9) the employee's refusal to be transferred to a job to another area together with the employer (Part 1 of Article 72.1 of the present Code);

10) circumstances beyond the control of the parties (Article 83 of the present Code);

11) a violation of the rules established by the present Code or another federal law for the conclusion of a labour contract if this violation makes the continuation of work impossible (Article 84 of the present Code).

The labour contract may also be discontinued for other reasons envisaged in the present Code and other federal laws.

Article 78. Discontinuation of a Labour Contract at the Agreement of the Parties

The labour contract may be discontinued at any moment at the agreement of the parties to the labour contract.

Article 79. Termination of a Fixed-Term Labour Contract

A fixed-term labour contract shall be terminated upon the expiry of its effective term. An employee shall be warned in writing of the termination of his labour contract due to the expiry of the effective term thereof at least three calendar days before his dismissal, except for the case of expiry of the effective term of a fixed-term labour contract concluded for the period of execution of duties of an employee who is not present.

A labour contract concluded for the time of fulfilling certain work shall be terminated upon termination of this work.

A labour contract concluded for the time of execution of the duties of an absent employee shall be terminated with the return of this employee to work.

A labour contract concluded for the purpose of performing seasonal work during a certain period (season) shall be terminated upon the expiry of the period (season).

Article 80. Discontinuation of a Labour Contract at the Employee Imitative (Own Will)

The employee may discontinue a labour contract having warned the employer of this in writing not later than two weeks in advance, except if another term is established by the present Code or another federal law. The said term shall be deemed to start on the day after the employer receives the employee's release application.

On agreement between the employee and the employer, the labour contract may also be discontinued before the expiry of the notice of the discontinuation.

If the employee's application for resignation at his initiative (own will) is caused by the impossibility to continue the work (admission to educational institution, retirement and other cases), as well as in cases of established violation by the employer of the labour legislation and other normative legal acts containing the norms of labour legislation, local normative acts, the terms of the collective contract, agreement or labour contract, the employer shall be obliged to discontinue the labour contract within the time period indicated in the employee's application.

The employee may withdraw his application any time before the expiry of the time of notice of resignation. The resignation in this case is not effected if another employee has not been invited for this job in writing who, according to the present Code and other federal laws, may not be refused conclusion of a labour contract.

Upon expiry of the time of notice of resignation, the employee may stop fulfilling his work. On the last day of work, the employer must hand the work-book to the employee, other documents pertaining to work if there is a written application of the employee, and make all final payments.

If the labour contract has not been discontinued, and the employee does not insist on dismissal upon expiry of the time of notice of resignation, the labour contract is not discontinued.

Article 81. Discontinuation of a Labour Contract at the Employer's Initiative

The labour contract may be discontinued by the employer in cases of:

1) liquidation of the organisation or termination of the activities of an individual entrepreneur;

2) redundancy or staff cuts at the organisation, individual entrepreneur;

3) the employee's failure to meet the requirements associated with his position or job due to insufficient qualifications as confirmed by the results of an attestation;

c) change of the proprietor of the organisation (with respect to the manager of the organisation, his deputies and the chief accountant);

5) numerous failures by the employee to fulfil labour duties without justifiable reasons if he has been reprimanded;

6) a single severe violation by the employee of his labour duties:

a) absenteeism, i.e. absence from the workplace without a good reason during the whole working day (shift) irrespective of the duration thereof, and also in the event of absence from the workplace without a good reason for more than four consecutive hours during the working day (shift);

b) the appearance of the employee at the workplace (at his workplace or on the territory of the employer's organisation or of the facility where the employee has to perform his labour function on the instructions of the employer) in the state of alcoholic, narcotic or another intoxication;

c) disclosure of the secret protected by the law (state, commercial, service and other) that became know to the employee as a result of his execution of labour duties, including the disclosure of the personal information of another employee;

d) committing pilferage at the place of work (including petty pilferage) of others' property, embezzlement, wilful destruction or damage to property as determined by a court ruling that has entered into legal force or the decision of a judge, body, official empowered to hear administrative offences cases;

e) the fact, established by a labour protection commission, of violation by the employee of the labour protection requirements if this resulted in severe consequences (industrial accident, disaster) or is known to have created a real hazard of such consequences;

7) committing of culpable actions by an employee directly handling money or valuables if these actions provide grounds to loose confidence in him on the part of the employer;

8) committing by an employee engaged in educational functions of an immoral deed that is incompatible with the given work;

9) adoption of an unjustifiable decision by the manager of the organisation (branch, representation office), his deputies and the chief accountant that resulted in damage to property, its illegal use or other damage to the property of the organisation;

10) a single severe violation by the manager of the organisation (branch, representation office) or his deputies of their labour duties;

11) presentation of faked documents by the employee to an employer at the conclusion of the labour contract;

12) abrogated;

See the text of Item 12 of part one of Article 81

13) cases envisaged in the labour contract with the manager of the organisation, members of the collegial executive body of the organisation;

14) in other cases specified in the present Code and other federal laws.

The procedure for carrying out an attestation (Item 3 of Part 1 of the present Article) shall be established by the labour legislation and other normative legal acts containing labour law norms, local normative acts adopted with account taken of the opinion of employees' representative body.

A dismissal on the ground specified by Item 2 or 3 of Part 1 of the present Article is admissible if the employee cannot be transferred with his consent in writing to another job the employer has (either a vacant position or a job meeting the qualifications of the employee or a vacant lower position or a lower-paid job) which the employee can perform with account taken of the state of his health. In this case, the employer shall offer the employee all the vacancies which the employer has in the given area meeting the said requirements. The employer has to offer vacancies in other areas if there is a provision to this effect in the collective agreement, agreements and the labour contract.

In the event of termination of the activities of an organisation's a branch, representative office or other detached structural unit located in another area the rescission of labour contracts with the employees of the unit shall be carried out in keeping with the rules envisaged for winding up the organisation.

The dismissal of an employee on the grounds envisaged by Item 7 or 8 of Part 1 of the present Article in cases when a guilty action causing a loss of confidence or an immoral act has been committed by an employee off the job or on the job but other than in connection with his executing his labour duties is prohibited later than one year after the misconduct was discovered by the employer.

It is prohibited to dismiss an employee at the employer's initiative (except for the case of winding up an organisation or termination of the activity of an individual entrepreneur) during his temporary disability or during his leave of absence.

Article 82. Obligatory Participation of the Elective Body of the Primary Trade Union Organisation in the Consideration of the Issues Pertaining to the Discontinuation of the Labour Contract at the Employer's Initiative

When adopting a decision on redundancy or staff cuts at an organisation or individual entrepreneur and possible discontinuation of the labour contracts with employees under Item 2 of Part 1 of Article 81 of the present Code, the employer must inform the elective body of the primary trade union organisation of this in writing no later than two moths in advance of the beginning of the appropriate measures, and if the decision on the redundancy or staff cuts may result in large-scale dismissal of employees - no later than three months in advance of the beginning of the appropriate measures. The criteria for large-scale dismissal are provided in industry sector and/or territorial agreements.

Dismissal under the grounds envisaged by Items 2, 3 or 5 of Part 1 of Article 81 of the present Code of employees being trade union members shall be carried out taking into account the motivated opinion of the elective body of the primary trade union organisation in compliance with Article 373 of the present Code.

In the case of a certification that may serve as grounds for employee dismissal under Item 3 of Article 81 of the present Code, the certification commission should include on an obligatory basis a representative of the elected body of the relevant primary trade union organisation.

The collective contract may set forth another procedure for obligatory participation of the elective body of the primary trade union organisation in the consideration of issues pertaining to discontinuation of the labour contract at the employer's initiative.

Article 83. Discontinuation of the Labour Contract Due to Circumstances Beyond the Will of the Parties

The labour contract shall be discontinued due to the following circumstances beyond the will of the parties:

1) the employee being drafted for military service or being sent for alternative civil service in place thereof;

2) restoration of an employee having fulfilled this work earlier at the decision of the state labour inspectorate or a court;

3) failure to be elected to a position;

4) employee being sentenced to a punishment ruling out the continuation of the previous work according to a court sentence having entered into legal force;

5) employee being recognized as incapable of carrying out labour activity in accordance with a medical certificate issued in the procedure established by federal laws and other normative legal acts of the Russian Federation;

6) death of the employee or employer (if a natural person), as well as the employee or employer (if a natural person) being recognized by the court as dead or missing;

7) occurrence of emergency circumstances preventing the continuation of labour relations (military actions, disaster, natural disaster, large accident, epidemic and other emergencies) if the given circumstance is recognized by a decision of the Government of the Russian Federation or the body of state power of the appropriate subject of the Russian Federation;

8) a disqualification or other administrative penalty that precludes the employee from executing his duties under the labour contract;

9) the expiry of the effective term of, the suspension for a term of over two months or the deprivation of a special right of the employee (a licence, vehicle driving licence, weapon carrying licence or another special right) in accordance with federal laws and other normative legal acts of the Russian Federation if this causes the impossibility of the employee's executing his duties under the labour contract;

10) the termination of clearance for handling state secret information if the work performed requires such clearance;

11) the recalling of a court's decision or recalling (declaring as illegal) of a decision of a state labour inspectorate on reinstatement of the employee;

12) bringing the total number of workers which are foreign citizens or stateless persons into accord with the admissible share of such workers established by the Government of the Russian Federation for the employers exercising certain kinds of economic activities in the territory of the Russian Federation.

The termination of a labour contract on the grounds envisaged by Items 2, 8, 9 or 10 of Part 1 of the present Article is admissible if the employee cannot be transferred with his consent in writing to another job the employer has (either a vacant position or job meeting the qualifications of the employee or a lower vacant position or lower-paid job) which the employee can perform with account taken of his state of health. In this case, the employer has to offer to the employee of the vacancies the employer has in the given area meeting the said requirements. The employer shall offer vacancies in other areas if there is a provision to this effect in the collective agreement, agreements or the labour contract.

A labour contract shall be terminated for the reason provided for by Item 12 of Part One of this Article at the latest upon termination of the time period established by the Government of the Russian Federation for bringing by employers exercising certain kinds of economic activities on the territory of the

Russian Federation the total number of workers who are foreign citizens or stateless persons into accord with the permissible share of such workers.

Article 84. Discontinuation of a Labour Contract Due to Violation of the Rules for Conclusion of the Labour Contract Specified in the Present Code or Another Federal Law

The labour contract shall be discontinued due to violation of the rules on its conclusion specified in the present Code or another federal law (Item 11 of Part 1 of Article 77 of the present Code), if the violation rules out an opportunity to continue the work, in the following cases:

conclusion of the labour contract in violation of a court ruling disqualifying a particular person from occupying certain positions or engaging in certain activities;

conclusion of the labour contract to fulfil works contraindicated for the given employee because of the health condition as specified in a medical statement issued in the procedure established by federal laws and other normative legal acts of the Russian Federation;

absence of the appropriate education document if the carrying out of the work requires special knowledge in compliance with federal law or another normative legal act;

the conclusion of a labour contract in breach of a decision of a court, body or official empowered to hear cases of administrative offences, disqualifications or other administrative penalties that make it impossible for the employee to execute his duties under the labour contract;

in the other cases envisaged by federal laws.

In the cases envisaged by Part 1 of the present Article a labour contract shall be terminated if the employee cannot be transferred with his consent in writing to another job the employer has (either a vacant position or job that meets the employee's qualification or a vacant lower position or lower-paid job) which the employee can perform with account taken of his state of health. In this case the employer shall offer to the employee all the vacancies the employer has in this area meeting the said requirements. The employer shall offer vacancies in other areas if there is a provision to this effect in the collective agreement, agreements or the labour contract.

If a violation of the rules established by the present Code or another federal law for the conclusion of a labour contract is not due to the fault of the employee then severance pay shall be paid to the employee in the amount of his average monthly earnings. If the violation of the said rules is due to the employee's fault then the employer is not obliged to offer another job thereto, and no severance pay is payable to the employer.

Article 84.1. General Procedure for Formalising the Termination of a Labour Contract

The termination of a labour contract shall be made formal by an order (instructions) of the employer.

The employee shall read the employer's order (instructions) on termination of the labour contract against the employee's signature. If the employee so requests, the employer shall issue a copy of said order (instructions) attested in the appropriate manner. If the order (instructions) on termination of a labour contract cannot be brought to the notice of the employee or if the employee refuses to read it against his signature then an annotation about this shall be entered in the order (instructions).

In all cases the date of termination of a labour contract is the last day of the employee's work, except for cases when the employee has not been actually working but his job (position) was retained by him according to the present Code or another federal law.

On the day of termination of the labour contract the employer shall hand over the employee's work-record book to the employee and settle accounts with him in accordance with Article 140 of the present Code. On the employee's application in writing the employer shall also hand over copies of the documents concerning the job attested to in an appropriate manner.

An entry shall be made in the work-record book concerning the ground and reason for the termination of the labour contract strictly in compliance with the language of the present Code or other federal law, and with reference to the relevant Article, part of Article, item of Article of the present Code or other federal law.

If, on the day of termination of the labour contract, the work-record book cannot be handed to the employee due to his absence or his refusal to accept it the employer shall send a notice to the employee of the need to report for the purpose of taking the work-record book or granting his consent to his work-record book's being sent by post. From the date of dispatch of said notice the employer is relieved from liability for a delay in handing out the work-record book. Also the employer is not liable for a delay in handing out a work-record book if the last day of work does not coincide with the date of formalisation of termination of labour relations when an employee is dismissed on the ground envisaged by Subitem "a" of Item 6 of Part 1 of Article 81 or Item 4 of Part 1 of Article 83 of the present Code, or when a woman is dismissed who has a labour contract that has been extended until the end of pregnancy under Part 2 of Article 261 of the present Code. At an application in writing of an employee who has not received his work-record book after dismissal the employer shall hand over the book within three working days after the employee's application.

Chapter 14. Protection of Employees' Personal Information

Article 85. The Notion of Employee Personal Data. Processing of Employee Personal Data

Employee personal data is information necessary to the employer in connection with labour relations and pertaining to a particular employee. The processing of employee personal data is the obtaining, storage, combining, transfer or any other use of employee personal data.

Article 86. General Requirements for the Processing of Employee Personal Data and Guarantees of Their Protection

To ensure the rights and liberties of man and citizen, the employer and his representatives must observe the following general requirements in the processing of employee personal data:

1) the processing of employee personal data may be carried out exclusively to ensure observation of the laws and other normative legal acts, assist employees in obtaining employment, training and promotion, ensure employee personal security, control the quantity and quality of fulfilled work and ensure the safety of property;

2) when determining the volume and contents of the processed employee personal data, the employer must be guided by the Constitution of the Russian Federation, the present Code and other federal laws;

3) all employee personal data should be obtained from the employer himself. If the employee personal data can be obtained only from a third party, the employee must be notified of this in advance, and written consent must be obtained from him. The employer must inform the employee of the goals, expected sources and methods of obtaining personal data, as well as of the nature of the expected personal data and the consequences of employee refusal to give written consent to obtain them;

4) the employer may not obtain and process employee personal data on his political, religions and other convictions and private life. In cases directly associated with the issues of labour relations, the employer, according to Article 24 of the Constitution of the Russian Federation, may obtain and process information on the private life of the employee only with his personal consent;

5) the employer may not obtain and process employee personal data on his membership in public associations or his trade union activities, except for the cases envisaged by the present Code or other federal laws;

6) when adopting decisions pertaining to employee interests, the employer may not be guided by employee personal data obtained exclusively as a result of their automatic processing or by electronic means;

7) protection of employee personal data against their illegal use or loss must be ensured by the employer at the expense of his resources according to the procedure specified by the present Code or other federal laws;

8) employees and their representatives must acknowledge with their signature familiarity with the documents of the employer setting forth the procedure for processing of employee personal data, as well as with their rights and duties in this sphere;

9) employees must not reject their rights to preservation and protection of secrecy;

10) employers, employees and their representatives must work out jointly the measures for protection of employee personal data.

Article 87. Storage and Use of Employee Personal Data

The procedure for storage and use of employee personal data shall be specified by the employer while observing the requirements of the present Code and other federal laws.

Article 88. Transfer of Employee Personal Data

When transferring employee personal data, the employer must observe the following requirements:

not to provide employee personal data to a third party without the written consent of the employee, except for the cases when is it necessary to prevent a threat to the employee life and health, as well as in the other cases envisaged by the present Code or other federal laws;

not to provide employee personal data for commercial purposes without his written consent;

to warn the persons obtaining employee personal data that this information may be used only for the purposes it was provided for, and to demand of these persons that they confirm that this rule is observed. The persons obtaining employee personal data must observe the secrecy (confidentiality) regime. The given provision does not apply to the exchange of employee personal data according to the procedure specified by the present Code and other federal laws;

to transfer employee personal data within one organisation, one individual entrepreneur in accordance with the local normative act that must be made known to the employee against a signature;

to permit access to employee personal data to specially authorized persons only, with the mentioned persons being permitted to obtain only that employee personal data necessary to fulfil particular functions;

not to request information on the employee's state of health, except for the information pertaining to the opportunities of fulfilling a labour function by the employee;

to transfer employee personal data to employee representatives according to the procedure specified in the present Code and other federal laws and limit this information to only that employee personal data necessary to fulfil the functions of the mentioned representatives.

Article 89. Employee Rights to Ensure Protection of Personal Data Available to the Employer

To ensure protection of personal data available to the employer, the employees shall enjoy the right to:

full information on their personal data and processing of these data;

free unpaid access to their own personal data including the right to obtain a copy of any record containing employee personal data, except for cases envisaged in the federal law;

naming of their representatives to protect their personal data;

access to the medical information pertaining to them using a medical expert of their choice;

demand to remove or correct incorrect or incomplete personal data, as well as data processed in violation of the requirements of the present Code or another federal law. In the case of an employer's refusal to remove or correct the employee personal data, he may declare to the employer in writing his disagreement providing the appropriate substantiation of this disagreement. Personal appraisal data may be extended by the employee with his application stating his point of view;

demand that the employer notify all persons having earlier received incorrect or incomplete employee personal data of all exclusions, corrections or additions to them;

appeal in court against any illegal actions or failure to act of the employer in the processing and protection of his personal data.

Article 90. Responsibility for the Violation of the Norms Regulating the Processing and Protection of Employee Personal Data

Persons responsible for the violation of the norms regulating the obtaining, processing and protection of employee personal data shall be held accountable in terms of disciplinary and material liabilities in the procedure established by the present Code and other federal laws, and shall also be held accountable under civil, administrative and criminal law in the procedure established by federal laws.

Section IV. Working Time

Chapter 15. General Provisions

Article 91. The Notion of Working Time. The Standard Length of the Working Time

Working time is the time when the employee must fulfil labour duties in compliance with internal labour rules and the terms of the labour contract, as well as other periods of time classed as working time in compliance with the present Code, other federal laws and other normative legal acts of the Russian Federation.

The standard length of the working time may not be greater than 40 hours per week.

The employer must keep records of the time actually worked by each employee.

Article 92. Reduced Length of the Working Time

Reduced working hours shall be established:

for employees aged below 16: up to 24 hours a week;

for employees aged from 16 to 18: up to 35 hours a week;

for employees who are disabled, Disability Groups I or II: up to 35 hours a week;

for employees working in harmful and/or hazardous working conditions: up to 36 hours a week in the procedure established by the Government of the Russian Federation with account taken of the opinion of the Russian Trilateral Commission for Regulating Social-Labour Relations.

The length of the working time of students of general educational institutions up to eighteen years of age working during the period of study in the time free from study may not be greater than half of the norm specified in Part 1 of the present Article for persons of the relevant age.

The present Code and other federal laws may specify reduced length of the working time for other categories of employees (pedagogical, medical and other workers).

Article 93. Part-Time Work

An incomplete working day (shift) or incomplete working week may be fixed by agreement between the employee and the employer at hiring or later. The employer shall be obliged to set an

incomplete working day (shift) or incomplete working week at the request of an expectant mother, one of the parents (trustee) with a child up to fourteen years of age (invalid child up to eighteen years of age), as well as a person taking care of a sick member of the family as specified in the medical statement issued in the procedure established by federal laws and other normative legal acts of the Russian Federation.

With a part-time work arrangement, the earnings to the employee are paid in proportion to the working time or depending on the fulfilled volume of work.

Work under part-time arrangement does not incur any restrictions of the length of the main annual paid leave, calculation of the length of service and other labour rights of the employee.

Article 94. Length of the Permitted Working Day (Shift)

Length of the permitted working day (shift) may not be greater than:

for employees fifteen to sixteen years of age - 5 hours, sixteen to eighteen years of age - 7 hours;

for students of general educational institutions, institutions of primary and secondary professional education combining work and study during the school year: fourteen to sixteen years of age - 2.5 hours, sixteen to eighteen years of age - 4 hours;

for invalids - according to the medical statement issued in the procedure established by federal laws and other normative legal acts of the Russian Federation.

For employees engaged in the work with adverse and/or hazardous working conditions and reduced length of working time, the maximum permitted length of the permitted working day (shift) may not be greater than:

with a 36-hour working week - 8 hours;

with a 30-hour working week and less - 6 hours.

A collective agreement may include a provision for an increase of daily working hours (shift duration) in comparison with the daily working hours (shift duration) established by Part 2 of the present Article for employees working in harmful and/or hazardous working conditions, provided the maximum weekly working hours duration (Part 1 of Article 92 of the present Code) and the hygienic working conditions standards established by federal laws and other normative legal acts of the Russian Federation are observed.

The duration of daily working hours (shift) of the creative employees of the mass media, cinematographic organisations, television and video-shooting teams, theatres, theatrical and concert organisations, circuses and other persons taking part in the creation and/or performance (exhibition) of works, professional sportsmen in accordance with the lists of jobs, occupations and positions of such employees confirmed by the Government of the Russian Federation with account taken of the opinion of the Russian Trilateral Commission for Regulating Social-Labour Relations may be established by a collective agreement, local normative act or labour contract.

Article 95. Length of Work on the Eve of Public Holidays and Days-Off

The length of the working day or shift directly preceding a public holiday shall be reduced by one hour.

In continuous-process organisations and in individual types of works not permitting the reduction of the length of the work (shift) on the eve of a holiday, the overtime is compensated by additional time of rest granted to the employee or, with his consent, payment according to the norms specified for overtime work.

On the eve of days-off, the length of work with a six-day working week arrangement may not be greater than five hours.

Article 96. Night-Time Work

Night time is the time from 22:00 through 6:00 .

The length of night-time work (shift) is reduced by one hour without the need to subsequently work this off.

Night-time work (shift) is not reduced for employees enjoying reduced length of work, as well as for employees hired especially for night-time work if otherwise is not envisaged in the collective contract.

The length of night-time work shall be equal to the length of the day-time work in cases when it is necessary according to the conditions of work, as well as in shift work with a six-day working week arrangement with one day-off. The list of the mentioned jobs may be defined in the collective contract or local normative act.

Night-time work is not permitted for: expectant mothers; employees under eighteen years of age except for those engaged in creation and/or performance of works of art and other categories of employees in compliance with the present Code and other federal laws. Women with children of up to three years of age, invalids, employees with invalid children, as well as employees taking care of the sick members of their families as specified in a medical statement issued in the procedure established by federal laws and other normative legal acts of the Russian Federation, mothers and fathers bringing up children up to five years of age without a spouse, as well as trustees of children of the mentioned age

may be engaged in night-time work only with their written consent and under the condition that such work is not prohibited for them according to the health condition as specified in the medical statement. In these cases, the mentioned employees must be notified in writing of their right to refuse the nighttime work.

The procedure for night-time work of creative employees of the mass media, cinematographic organisations, television and video-shooting teams, theatres, theatrical and concert organisations, circuses taking part in the creation and/or performance (exhibition) of works, professional sportsmen in accordance with the lists of jobs, occupations, positions of these employees confirmed by the Government of the Russian Federation with account taken of the opinion of the Russian Trilateral Commission for Regulating Social-Labour Relations may be established by a collective agreement, local normative acts or labour contract.

Article 97. Working Outside the Established Working Hours

In the procedure established by the present Code an employer is entitled to have an employee work outside the working hours established for this employee in accordance with the present Code, other federal laws and other normative legal acts of the Russian Federation, the collective agreement, agreements, local normative acts or the labour contract (hereinafter referred to as "the working hours established for an employee"):

for overtime work (Article 99 of the present Code);

if the employee works on the terms of irregular working hours (Article 101 of the present Code).

Article 98. Article abrogated upon the expiry of ninety days after the official publication of Federal Law No. 90-FZ of June 30, 2006

Article 99. Overtime

Overtime means a work performed by an employee at the initiative of an employer outside the duration of working hours established for the employee, i.e. the working day (shift), or outside of the normal number of working hours in recording period if an accumulated time recording system is used.

An employer may have an employee work overtime with the employee's consent in writing in the following cases:

1) when there is a need to carry out (complete) work started which due to an unforeseen delay relating to production technical conditions could not be carried out (completed) within the working hours established for the employee if the non-performance (noncompletion) of the work can lead to damage or peril of the employer's property (including third persons' property held by the employer if the employer is liable for custody of the property), state or municipal property or can endanger human life and health;

2) when temporary works are carried out in terms of repair and restoration of mechanisms and structures in cases when their inoperability can cause termination of work for a significant number of employees;

3) for the purpose of continuing work when the employee that was to work the next shift did not report for work when the work cannot tolerate a break. In such cases the employer is to take measures immediately to replace the employee with another one.

An employer may have an employee work overtime without the employee's consent in the following cases:

1) when works are performed as required for preventing a catastrophe, an industrial disaster or elimination of the aftermath of a catastrophe, industrial disaster or natural calamity;

2) when works are performed for the public benefit to eliminate unforeseen circumstances that disrupt the normal operation of water-supply, gas-supply, heating, lighting, sewerage, transport and communication systems;

3) when works are performed for which the need is due to the declaration of a state of emergency or martial law, and also when necessary works are performed in emergency situations, i.e. a disaster or a threat of a disaster (fire, flood, famine, earthquake, epidemic or epizootic) and in other cases when the lives or normal living conditions of the whole population or of a part thereof are endangered.

In other cases causing an employee to work overtime is permitted with the employee's consent in writing and with account taken of the opinion of the elected body of the primary trade union organisation.

It is prohibited to cause the following to work overtime: pregnant women, employees aged below 18, other categories of employees in accordance with the present Code and other federal laws. Disabled persons, women who have children aged below three may be made to work overtime only if they agree in writing to do so, unless they are prohibited from working overtime due to their state of health according to a medical certificate issued in the procedure established by federal laws and other normative legal acts of the Russian Federation. In this case disabled persons and women having children aged below three shall be familiarised, against their signatures, about their right to refuse to work overtime.

The duration of overtime work shall not exceed four hours for each employee for two days in a row and 120 hours per year.

An employer shall arrange for an exact record to be kept of the duration of overtime work carried out by each employee.

Chapter 16. Working Time Regime

Article 100. Working Time Regime

The working time regime must provide for the length of the working week (five-day week with two days-off, six-day week with one day-off, working week with flexible-schedule and days-off, incomplete working week), work with irregular working day for individual categories of employees, length of daily work (shift), including incomplete working day (shift), time of the beginning and end of work, time of breaks, number of shifts per day, rotation of working days and days-off that are specified in internal labour rules in compliance with the labour legislation and other normative legal acts containing labour law norms, collective contract, agreements, or a labour contract for the employees whose working hours differ from the general rules practiced by the given employer.

The particulars of the working time and rest time regime of employees of transportation, communications and other spheres with work of a specific nature shall be defined according to the procedure fixed by the Government of the Russian Federation.

Article 101. Unregulated Working Day

Unregulated working day is a special working regime when individual employees may be engaged in fulfilling their labour functions from time to time at the order of the employer if necessary in excess of the length of the working time established for them. The list of positions of employees with unregulated working day shall be fixed in the collective contract, agreements or a local normative acts adopted with account taken of the opinion of the representative body of employees.

Article 102. Work According to Flexible Working Time Regime

With a flexible working time regime, the beginning, end or total length of the working day (shift) shall be defined in accordance with the agreement between the parties.

The employer shall provide for the employee to work the total number of working hours within respective registered periods (working day, week, month or other).

Article 103. Working in Shifts

Working in shifts - in two, three or four shifts - is introduced in cases when the duration of the production process exceeds the permissible length of working day, as well as for the purposes of more efficient use of equipment, increase of the volume of produced output or rendered services.

With the shift work arrangement, each of the groups of employees must undertake the work for a specified length of the working time according to the shift schedule.

When compiling the shift schedules, the employer must take into account the opinion of the representative body of the employees in the procedure established by Article 372 of the present Code for the purpose of adopting local normative acts. The shift schedules shall be supplied as appendices to the collective contract as a rule.

The shift schedules shall be conveyed to the employees no later than one month in advance of their introduction.

Working for two shifts in a row shall be prohibited.

Article 104. Summing Up the Working Time

When according to the production (working) conditions at an individual entrepreneur or an organisation as a whole or when specific types of work are performed not permitting observance of the daily or weekly length of working time specified for the given category of employees, it shall be permitted to introduce the summing up of working time so that the length of working time for the registered period (month, quarter or other periods) does not exceed the standard number of working hours. The registered period may not be greater than one year.

The normal number of working hours for the recording period shall be calculated on the basis of the weekly duration of work established for the given category of employees. For employees who are on an incomplete working day (shift) and/or incomplete working week the normal number of working hours in the recording period shall be reduced respectively.

The procedure for keeping an accumulated record of working time shall be established by the in-house employee rules.

Article 105. Partitioning a Working Day

In work where it appears necessary because of the specific nature of the work, as well as in work with varied intensity during the working day (shift), the working day may be split into parts so that the total length of working time does not exceed the fixed length of the permitted working day. Such partitioning

shall be arranged by the employer on the basis of a local normative act adopted taking into account the opinion of the elective body of the primary trade union organisation.

Section V. Rest Time

Chapter 17. General Provision

Article 106. The Notion of Rest Time

Rest time is the time when the employee is free from the execution of labour duties which he may use at his own disposal.

Article 107. Types of Rest Time

The types of the rest time shall be:
breaks during the working day (shift);
daily (intershift) rest;
days-off (weekly continuous rest);
public holidays;
leave.

Chapter 18. Breaks in Work, Days-Off and Public Holidays

Article 108. Breaks for Rest and Meals

During the working day (shift), the employee must be provided with a break for rest and taking meals not greater than two hours and at least 30 minutes in duration which is not included in the working time.

The time of providing the break and its length shall be specified in the internal labour rules or according to the agreement between the employee and the employer.

In works where it is not possible to provide a break for rest and taking meals because of the production process (working) conditions, the employer shall be obliged to provide to the employee opportunities to have rest and take meals in the working time. The list of such works, as well as the places for rest and taking meals shall be specified in the internal labour rules.

Article 109. Special Breaks for Warming Up and Rest

In individual types of works, special breaks are envisaged for employees during the working time stipulated by the technology and organisation of the production process and labour. The types of such works, the length and procedure for providing such breaks shall be specified in the internal labour rules.

Employees working in cold seasons in the open air or in closed unheated buildings, as well as loaders engaged in loading and unloading works and other employees in necessary cases shall be provided with special breaks for warming up and rest which are included in the working time. The employer must outfit rooms for employee warming up and rest.

Article 110. Length of the Weekly Continuous Rest

The length of the weekly continuous rest may not be less than 42 hours.

Article 111. Days-Off

All employees shall be provided with days-off (weekly continuous rest). With a five-day working week arrangement, the employees shall be provided with two days-off per week, with a six-day working week arrangement, one day-off.

Sunday shall be the common day-off. The second day-off with the five-day working week arrangement shall be specified in the collective contract or internal labour rules. Both of the days-off shall be provided in succession as a rule.

With employers with which the work cannot be stopped on days-off for technical and organisational reasons, the days-off shall be provided on various days of the week in turn to each of the employee groups according to the internal labour rules.

Article 112. Public Holidays

The following days shall be days off in the Russian Federation:
January 1, 2, 3, 4 and 5 - New Year holidays;
January 7 - Christmas Day;
February 23 - Day of the Defender of the Fatherland;
March 8 - International Women's Day;
May 1 - Spring and Labour Holiday;
May 9 - Victory Day;

June 12 - Day of Russia;

November 4 - Day of National Unity;

When a day-off and a holiday coincide, the day-off is transferred to the working day following the holiday.

Employees, except for those employees who receive salaries (an official salary), for the public holidays during which they were not engaged in working are entitled to receive additional compensation. The rate of and the procedure for paying said compensation shall be determined by the collective agreement, agreements, a local normative act adopted with account taken of the opinion of the elected body of the primary trade union organisation or the labour contract. The amounts of money paid additional compensation for public holidays shall be posted as expenses towards remuneration for labour in full.

The presence of public holidays in the calendar month shall not be deemed grounds for cutting the remuneration for labour of employees who receive a salary (official salary).

For the purposes of rational use of days-off and public holidays by the employees, the Government of the Russian Federation may transfer days-off to other days. In this case, a normative legal act of the Government of the Russian Federation on transferring days-off to other days in the next calendar year is subject to official publication at least one month before the onset of that calendar year. The adoption of normative legal acts on transferring days-off to other days over a calendar year shall be admissible if these acts are officially published at least two months before the calendar date of a day-off so established.

Article 113. Prohibition of Work on Days-Off and Public Holidays. Exceptional Cases When Employees Work on Days-Off and Public Holidays

Working on days-off and public holidays is prohibited, except for the cases envisaged by the present Code.

Employees may be made to work on days-off and public holidays with their consent in writing if it is necessary to carry out unforeseen work on the urgent completion of which the further normal operation of the organisation as a whole or specific structural units thereof or of the individual entrepreneur depends.

In the following cases employees may be made to work on days-off and public holidays without their consent:

1) for the purpose of preventing a catastrophe, industrial disaster or elimination of the aftermath of a catastrophe, industrial disaster or natural calamity;

2) for the purpose of preventing accidents, the destruction or damage of the employer's property or state or municipal property;

3) for the purpose of carrying out works necessary due to the declaration of a state of emergency or martial law, and also when necessary works are performed in emergency situations, i.e. a disaster or a threat of a disaster (fire, flood, famine, earthquake, epidemic or epizootic) and in other cases when the lives or normal living conditions of the whole population or of a part thereof are endangered.

Creative employees of the mass media, cinematographic organisations, television and video-shooting teams, theatres, theatrical and concert organisations and circuses, other persons taking part in the creation and/or performance (exhibition) of works of art, professional sportsmen in keeping with the lists of jobs, occupations and positions of these employees approved by the government of the Russian Federation with account being taken of the opinion of the Russian Trilateral Commission for Regulating Social-Labour Relations may be made to work on days-off and public holidays in the procedure established by a collective agreement, local normative act or labour contract.

In other cases working on days-off and public holidays may take place with the employee's consent in writing and with account taken of the opinion of the elected body of the primary trade union organisation.

On public holidays one may carry out work which cannot be suspended due to production-technical conditions (uninterrupted-cycle organisations) or work needed to provide services to the public or also necessity repair and loading/unloading works as well.

Disabled persons and women having children aged below three may work on days-off and public holidays only if they are not prohibited from doing so due to their state of health as confirmed by a medical certificate issued in the procedure established by federal laws and other normative legal acts of the Russian Federation. In this case, disabled persons and women having children aged below three shall be familiarised against their signature, about their right to refuse to work on a day-off or public holiday.

Employees shall be made to work on days-off and public holidays at the employer's instructions in writing.

Chapter 19. Leave

Article 114. Annual Paid Leave

The employees shall be provided with annual leave while preserving the place of work (occupation) and average earnings.

Article 115. Length of the Main Annual Paid Leave

Main annual paid leave of 28 calendar days shall be provided to employees.

Main annual paid leave greater than 28 calendar days in length (extended main leave) shall be provided to employees in compliance with the present Code and other federal laws.

Article 116. Additional Annual Paid Leave

Additional annual paid leave shall be provided to the employees engaged in the work with adverse and/or hazardous working conditions, employees having a special nature of work, employees having unregulated working day, employees working in the regions of the Far North and similar localities, as well as in other cases envisaged in the present Code and other federal laws.

Employers, taking into account their production and financial resources, may institute additional leave for their employees if otherwise is not envisaged in the present Code and other federal laws. The procedure and terms for providing this leave shall be defined in the collective contract or the local normative acts which are adopted with account taken of the opinion of the elected body of the primary trade union organisation.

Article 117. Additional Annual Paid Leave for Employees Engaged in Work with Adverse and/or Hazardous Working Conditions

Additional annual paid leave shall be provided to employees engaged in work with adverse and/or hazardous working conditions: in underground mining works and open-cast mining works, in radioactive contamination zones, in other work associated with adverse impact on the human health of harmful physical, chemical, biological and other factors.

The minimum duration of the annual additional paid leave for employees who are engaged in harmful and/or hazardous working conditions, and the terms for granting the leave shall be established in the procedure defined by the Government of the Russian Federation with account taken of the opinion of the Russian Trilateral Commission for Regulating Social-Labour Relations.

Article 118. Additional Annual Paid Leave for the Special Nature of Work

Individual categories of employees whose work is associated with certain special features shall be provided with additional annual paid leave.

The list of the categories of employees provided with additional annual paid leave for the special nature of work, as well as the minimum length of this leave and the terms for granting it shall be defined by the Government of the Russian Federation.

Article 119. Additional Annual Paid Leave to Employees with an Unregulated Working Day

Employees with an unregulated working day shall be provided with additional annual paid leave, with the length being defined in the collective contract or internal labour rules, that may not be shorter than three calendar days.

The procedure and terms of providing the additional annual paid leave to employees with an unregulated working day in organisations financed from the federal budget shall be specified by the Government of the Russian Federation, in organisations financed from the budget of a subject of the Russian Federation - by the bodies of power of the subject of the Russian Federation, and in organisations financed from a local budget - by the local self-government bodies.

Article 120. Calculation of the Length of the Annual Paid Leave

The length of the annual basic or annual additional paid leave of employees shall be calculated in calendar days and does not have the maximum limit. Public holidays occurring during the annual basic or annual additional paid leave shall not be included in the calendar days of the leave.

In the calculation of the total length of the annual paid leave, additional paid leave shall be summed up with the main annual paid leave.

Article 121. Calculation of the Length of Service Providing the Right for Annual Paid Leave

The following shall be included in the work record whereby a person is entitled to have an annual basic paid leave:

the duration of actual work completed;

the period when the employee did not actually work but rather retained in keeping with the labour legislation and other normative legal acts containing labour law norms, a collective agreement, agreements, local normative acts or a labour contract his job (position), in particular, the period of annual paid leave, public holidays, days-off and other leisure days granted to the employee;

the period of involuntary absence from work in the event of an unlawful dismissal or removal from the job and subsequent reinstatement in the previous job;

the period of removal from work of an employee who has not undergone a mandatory medical examination (checkup) through no fault of his own.

The length of service providing the right for the main annual paid leave shall not include:

time of absence of the employee without justifiable reasons including cases of his removal from work in the cases envisaged in Article 76 of the present Code;

time of child-care leave before the age specified in the law his reached;

the duration of leave granted to an employee without his wage/salary being retained, if the total duration thereof exceeds 14 calendar days over the working year.

The length of service providing the right for additional annual paid leave for work with adverse and/or hazardous working conditions shall include only the time actually spent under the respective conditions.

Article 122. Procedure for Granting Annual Paid Leave

The paid leave must be provided to the employee on an annual basis.

The right for the use of the leave for the first year of work shall arise for the employee upon the expiry of six months of uninterrupted work with the given employer. If there is an agreement between the parties, the employee may take paid leave before the expiry of the six months.

Before the expiry of six months of uninterrupted work, paid leave at the employee's application must be provided to:

women - before maternity leave or directly after it;

employees up to eighteen years of age;

employees having adopted a child (children) up to three months of age;

in other cases envisaged in federal laws.

The leave for the second and subsequent years of work may be provided at any time of the working year according to the order for taking annual paid leave adopted by the given employer.

Article 123. Order of Granting Annual Paid Leave

The order of granting the annual paid leave shall be defined annually in accordance with the leave schedule endorsed by the employer taking into account the opinion of the elective body of the primary trade union organisation no later than two weeks before the calendar year in the procedure established by Article 372 of the present Code for the adoption of local normative acts.

The leave schedule shall be obligatory for both the employer and the employee. The employee must be notified against his/her signature of the time of the beginning of the leave no later than two weeks in advance.

Individual categories of employees, in cases envisaged in the present Code and other federal laws, can take the annual paid leave at a time convenient for them if they wish. If a husband wishes so, his annual leave may be granted in the period of maternity leave of his wife regardless of the time of his uninterrupted work for the given employer.

Article 124. Extending or Transferring Annual Paid Leave

The annual paid leave may be extended or shifted to another term determined by the employer with account taken of the employee's wish in cases of:

temporary disability of the employee;

execution of state duties by the employee during the annual paid leave if the labour legislation envisages this being done outside work;

in other cases envisaged in the labour legislation, local normative acts.

If payment was not made when due for the benefit of an employee for the period of annual paid leave or if an employee was notified of the date of commencement of the leave less than two weeks before the beginning thereof the employer on the employee's application in writing shall transfer the annual paid leave to another term agreed upon with the employee.

In exclusive cases when the granting of leave to the employee in the current year may affect the normal flow of operation of the organisation or individual entrepreneur, it shall be permitted to transfer leave to the following working year if the employee agrees to it. In this case, the leave must be used no later than within 12 months after the end of the working year it was granted for.

It shall be prohibited to avoid the granting of the annual paid leave for two years in a row, as well as to avoid the granting of the annual paid leave to employees up to eighteen years of age and employees engaged in work with adverse and/or hazardous working conditions.

Article 125. Partitioning of the Annual Paid Leave. Recall from Leave

If there is an agreement between the employee and the employer, the annual paid leave may be divided into parts, with at least one of the parts of this leave being at least 14 calendar days long.

Employee recall from the leave shall be permitted only if he agrees to it. The unused part of the leave in this case must be provided at the employee's choice at a time convenient for him during the current working year or added to the leave for the subsequent working year.

It shall not be permitted to recall from the leave employees up to eighteen years of age, expectant mothers and employees engaged in works with adverse and/or hazardous working conditions.

Article 126. Replacing Annual Paid Leave with Monetary Compensation

Part of the annual paid leave, that part exceeding 28 calendar days, may be replaced with monetary compensation at the employee's application in writing.

In the event of adding up annual paid leave or transferring annual paid leave to the next working year monetary compensation may be used to replace a portion exceeding 28 calendar days of each annual paid leave or any number of days from that portion.

It is prohibited to use a monetary compensation to replace the annual basic paid leave and annual additional paid leave for pregnant women and employees aged below 18, and also annual additional paid leave for employees engaged in harmful and/or hazardous working conditions for working in the relevant conditions (except for paying out monetary compensation for unused leave when an employee leaves his job).

Article 127. Implementation of Leave Rights at Termination of Employment

At termination of employment an employee shall receive monetary compensation for all unused leave.

At the written application of the employee, any unused leave may be granted to him/her before the employment is terminated (except in cases of dismissal for wrongdoing), with the last working day being the last day of the leave.

In the case of termination of employment because of expiry of the labour contract, leave with subsequent termination may be granted even when the period of leave extends fully or partly beyond the period of the contract. In this case the day of termination is also considered to be the last day of the leave.

In the case of granting leave with subsequent termination of employment when the labour contract is discontinued at the employee's initiative, this employee may recall his/her application of termination of employment before the beginning of the leave if another employee has not yet been offered a transfer to this position.

Article 128. Unpaid Leave

Due to family circumstances and for other justifiable reasons, the employee, if there is a written application from him, may be granted leave without preserving earnings, with the length being defined according to the agreement between the employee and the employer.

The employer shall be obliged to provide unpaid leave if there is a written application from the employees who are:

participants of the Great Patriotic War - up to 35 calendar days per year;

working old-age pensioners - up to 14 calendar days per year;

parents and wives (husbands) of servicemen having been killed or having died because of a wound, contusion or mutilation received while executing military service duties or because of a disease pertaining to military service - up to 14 calendar days per year;

working invalids - up to 60 calendar days per year;

employees in cases of child birth, registration of a marriage, death of close relatives - up to five calendar days;

in other cases envisaged in the present Code, other federal laws or the collective contract.

Section VI. Labour Remuneration and Work Quotas

Chapter 20. General Provisions

Article 129. Basic Terms and Definitions

Wages (**payment for the labour of an employee**) means remuneration for labour depending on the qualifications of the employee, the complexity, quantity, quality and conditions of work carried out, and also compensation paid out (extra compensation payments and markups, including for working in conditions other than normal ones, working in special climatic conditions and on the territories exposed to radioactive pollution, and other compensation disbursements) as well as stimulating disbursements (extra incentive payments and mark-ups, bonuses and other incentives paid out).

Abrogated from September 1, 2007.

Basic wage rate means the fixed rate of remuneration for labour of an employee for the completion of a rated amount of work of a certain complexity (qualification) per unit of time without compensation, incentive and social disbursements.

Salary (**official salary**) means a fixed amount of payment for the labour of an employee for the performance of labour duties (the functions pertaining to his office) of a certain complexity for the calendar month without compensation, incentive and social disbursements.

Basic salary (**basic official salary**) means the basic rate of remuneration for labour, i.e. a minimum salary (official salary), the rate of wages of an employee of a state or municipal institution who carries out his activity in the trade of a worker or in the position of an office worker while being a member of the relevant professional qualification category, without compensation, incentive and social disbursements.

Article 130. Basic State Guarantees Regarding Compensation for Employees' Labour

The system of basic state guarantees regarding compensation for employees' labour shall include:

the magnitude of the minimum wage in the Russian Federation;

measures ensuring the elevation of the level of the real content of a wage;

a limitation of the list of grounds and amounts of withholdings from a wage at an employer's disposal, as well as the amounts of taxation of income from a wage;

a limitation of in-kind compensation of labour;

the assurance of the receipt by an employee of a wage in the event of the discontinuation of an employer's activity and its insolvency in accordance with federal laws;

state supervision and monitoring of the full and prompt payment of wages and of the realization of state guarantees regarding labour compensation;

employers' accountability for a violation of the requirements established by the labour legislation and other normative legal acts containing labour law norms, collective contracts, agreements;

the due dates and the sequence of payment of a wage.

Article 131. The Forms of Labour Compensation

The payment of a wage shall be effected in a monetary form in the Russian Federation's currency (in rubles).

In accordance with a collective contract or a labour contract, labour compensation may, at an employee's written request, also be effected in other forms not contrary to the Russian Federation's legislation and the Russian Federation's international agreements. The portion of a wage paid in a non-monetary form may not exceed 20 per cent of the accrued monthly wage.

The payment of a wage in bonds, coupons, in the form of debt instruments, IOUs, and also in the form of alcoholic beverages, narcotic, toxic, poisonous, harmful and other toxic substances, weapons, munitions, and other items in relation to which prohibitions or restrictions have been established on their free turnover shall not be permitted.

Article 132. Compensation According to Labour

Each employee's wage shall depend on his skill, the complexity of the performed work, and the quantity and quality of the expended labour, and shall not be limited by a maximum amount.

Any whatsoever discrimination during the establishment and amendment of terms of labour compensation shall be prohibited.

Chapter 21. The Wage

Article 133. The Establishment of the Minimum Wage Rate

The minimum amount of labour remuneration shall be established simultaneously all over the territory of the Russian Federation by federal law and may not be below the subsistence minimum for an able-bodied member of the population.

The minimum rate of remuneration for labour established by federal law shall be ensured by:

organisations financed from the federal budget: with federal budget funds, off-budget funds and also proceeds from entrepreneurial and other income producing activities;

organisations financed from the budgets of subjects of the Russian Federation: with funds of the budgets of subjects of the Russian Federation, off-budget funds and also proceeds from entrepreneurial and other income producing activities;

organisations financed from local budgets: with local budget funds;

other employers: with their own funds.

The monthly wages of an employee who has worked in full the rated hours for that period and has completed the rated amount of work (has executed his labour duties) shall not be below the minimum wage rate.

Abrogated from September 1, 2007.

"Article 133.1. Setting the Minimum Wage Rate in a Subject of the Russian Federation

In a subject of the Russian Federation a minimum wage rate for the subject of the Russian Federation may be established by a regional agreement on minimum wage.

A minimum wage rate in a subject of the Russian Federation may be established for employees working on the territory of the subject of the Russian Federation, except for employees of the organisations funded from the federal budget.

A minimum wage rate in a subject of the Russian Federation shall be established with account taken of the socioeconomic conditions and the cost of living of the able-bodied population in the subject of the Russian Federation.

A minimum wage rate in a subject of the Russian Federation shall not be below the minimum wage rate established by a federal law.

The rate of minimum wage in a subject of the Russian Federation shall be ensured:

by the organisational funded from the budgets of subjects of the Russian Federation: with funds from the budgets of the subjects of the Russian Federation, off-budget funds, and also with proceeds from entrepreneurial and other income-producing activities;

by the organisations funded from local budgets: with funds from the local budgets, off-budget funds and also with proceeds from entrepreneurial and other income-producing activities;

by other employers: with their own funds.

A draft regional agreement on minimum wage shall be elaborated and concluded by the trilateral commission for the regulation of sociallabour relations of the relevant subject of the Russian Federation in the procedure established by Article 47 of the present Code.

After the conclusion of the regional agreement on minimum wage the head of the authorised executive governmental body of the subject of the Russian Federation shall offer that the employers which are pursuing their activities on the territory of the subject of the Russian Federation and which did not take part in the conclusion of the agreement accede to the agreement. The said offer shall be officially published together with the text of the agreement. A notice of the publication of the offer and the agreement shall be provided by the head of the authorised executive governmental body of the subject of the Russian Federation to the federal executive governmental body charged with the function of elaborating state policy and of exercising normative legal regulation in the area of labour.

If within 30 calendar days after the official publication of the offer for accession to the regional agreement on minimum wage the employers pursuing their activities on the territory of the subject of the Russian Federation have not filed with the authorised executive governmental body of the subject of the Russian Federation their substantiated refusals in writing to accede thereto the said agreement shall be deemed extending to these employers from the date of its official publication and it shall be binding on them. The said refusal shall be filed together with the minutes of the employer's consultations with an elected body of the primary trade union organisation of which the employees of the employer are members, and also proposals concerning the dates for raising the minimum wage for employees to the level envisaged by the agreement.

If an employer refuses to accede to the regional agreement on minimum wage the head of the authorised executive governmental body of the subject of the Russian Federation is entitled to invite representatives of the employer and representatives of an elected body of the primary trade union organisation of which the employees of the employer are members for consultations attended by representatives of the parties to the trilateral commission for the regulation of social labour relations of the relevant subject of the Russian Federation. Representatives of the employers, representatives of the elected body of the primary trade union organisation and representatives of the said trilateral commission shall attend these consultations.

Copies of employers' refusals in writing to accede to the regional agreement on minimum wage shall be sent by the authorised executive governmental body of the subject of the Russian Federation to the relevant territorial body of the federal executive governmental body authorised to exercise state supervision and control over the observance of the labour law and the other normative legal acts comprising labour law norms.

The monthly wage of an employee working on the territory of the relevant subject of the Russian Federation and having labour relations with an employer who is subject to the regional agreement on minimum wage in accordance with Parts 3 and 4 of Article 48 of the present Code or in the procedure established by Parts 6-8 of the present article shall not be below the minimum wage rate in this subject of the Russian Federation, provided the said employee has worked his rated working hours and has fulfilled his work output requirements (labour duties).

Article 134. The Assurance of the Increase of the Level of the Real Content of a Wage

The assurance of the increase of the level of the real content of a wage shall include wage indexation in connection with an increase of consumer prices for goods and services. The organisations financed from relevant budgets shall index wages in the procedure established by the labour legislation and other normative legal acts containing labour law norms, and other employers in the procedure established by a collective agreement, agreements and local normative acts.

Article 135. Setting Wages/Salaries

The wages of an employee shall be set by a labour contract in accordance with the systems practiced by the given employer for paying remuneration for labour.

Systems of remuneration for labour, including basic rates of wages and salaries (official salaries), extra payments and mark-ups of a compensation nature, in particular, for working in conditions other than normal, systems of extra payments and mark-ups of a stimulation nature, and bonus systems shall be established by collective agreements, agreements, local normative acts in accordance with the labour legislation and other normative legal acts containing norms of labour law.

Every year, prior to the laying of a draft federal law on the federal budget for the next year before the State Duma of the Federal Assembly of the Russian Federation, the Russian Trilateral Commission for Regulating Social-Labour Relations shall prepare uniform recommendations for establishing systems of remuneration for labour on the federal, regional and local levels concerning the employees of organisations financed from the relevant budgets. The said recommendations shall be taken into account by the Government of the Russian Federation, executive governmental bodies of subjects of the Russian Federation and local self-government bodies when they assess the amounts of financing for public health, education, science, culture and other budget-funded institutions. If the parties to the Russian Trilateral Commission for the Regulation of Social-Labour Relations have not reached agreement these recommendations shall be confirmed by the Government of the Russian Federation and the opinion of the parties to the Russian Trilateral Commission for the Regulation of Social-Labour Relations shall be brought to the notice of subjects of the Russian Federation of the Russian Federation by the Government of the Russian Federation.

The local normative acts establishing systems of remuneration for labour shall be adopted by an employer with account taken of the opinion of the representative body of employees.

The terms for paying for labour defined by a labour contract shall not be worse than those established by the labour legislation and other normative legal acts containing labour law norms, a collective agreement, agreements or local normative acts.

The terms for paying for labour defined by a collective agreement, agreements or local normative acts shall not be worse than those established by the labour legislation and other normative legal acts containing norms of labour law.

Article 136. The Manner, Place, and Due Dates of the Payment of a Wage

During the payment of a wage, an employer shall be obligated to notify each employee in writing of the component parts of the wage due to him for the relevant period, the amounts of and grounds for withholdings made, as well as the overall payable monetary sum.

The form of a settlement sheet shall be approved by an employer, taking into account the opinion of the employees' representative body in the procedure established by Article 372 of the present Code for the adoption of local normative acts.

As a rule, a wage shall be paid to an employee at the place of the performance of work by him or shall be remitted to a bank account indicated by the employee on terms determined by a collective contract or a labour contract.

The place and due dates of the payment of a wage in a non-monetary form shall be determined by a collective contract or a labour contract.

A wage shall be paid directly to an employee, with the exception of instances when another means of payment is stipulated by federal law or a labour contract.

A wage shall be paid no less often than each half-month on the day established by the internal labour rules, a collective contract or a labour contract.

Other due dates of the payment of a wage may be established by federal law for individual categories of employees.

In the event that a day for payment coincides with a day-off or a public holiday, the payment of the wage shall be effected on the eve of that day.

Compensation for a vacation shall be effected no later than three days before its start.

Article 137. The Limitation of Withholdings From a Wage

Withholdings from an employee's wage shall be effected only in instances stipulated by this Code and other federal laws.

Withholdings from an employee's wage for the payment of his indebtedness to an employer may be effected:

for reimbursement of an unearned advance issued to an employee against the wage;

for the repayment of an unspent and not promptly refunded advance issued in connection with official business travel or a transfer to other work in another locale, as well as in other instances;

for the refund of sums overpaid to an employee due to accounting errors, as well as sums overpaid to an employee in the event of the recognition by an authority for the review of individual labour disputes of the employee's fault in the non-fulfillment of labour norms (the third part of Article 155 of the present Code), or a stoppage (the third part of Article 157 of the present Code);

in the event of the termination of employment of an employee before the end of a work year for which he had already received an annual paid vacation for unearned vacation days. The withholdings for these days shall not be effected if the employee is dismissed on the grounds envisaged by Item 8 of Part 1 of Article 77 or Items 1, 2 or 4 of Part 1 of Article 81, Items 1, 2, 5, 6, and 7 of Article 83 of this Code.

In instances stipulated by the second, third, and fourth paragraphs of the second part of this Article, an employer shall be entitled to decide on withholding amounts from an employee's wage no later than one month after the day of the end of the time period established for the refund of an advance and the payment of indebtedness or improperly calculated payments, and provided that the employee does not dispute the grounds for this and amounts withheld.

A wage overpaid to an employee (including during the improper application of the labour legislation and other normative legal acts containing labour law norms) may not be recovered from him, with the exception of instances:

of an accounting error;

if an authority for the review of individual labour disputes recognizes the employee's fault in the non-fulfillment of labour norms (the third part of Article 155 of the present Code) or a stoppage (the third part of Article 157 of the present Code);

if the wage was overpaid to the employee in connection with his illegal actions established by a court.

Article 138. The Limitation of the Amount Withheld from a Wage

The overall amount withheld during each payment of a wage may not exceed 20 per cent, and in instances stipulated by federal laws, 50 per cent of the wage due to an employee.

During withholding from a wage according to several writs of execution, the employee must in any case retain 50 per cent of the wage.

The limitations established by this Article shall not extend to withholdings from a wage during the service of corrective work, the collection of alimony for minor children, restitution of an injury caused to the health of another person, restitution of injury to persons who have suffered a loss in connection with the death of a provider, and restitution of a loss caused by a crime. The amount of the withholdings from a wage in these instances may not exceed 70 per cent.

Withholdings from payments on which recovery is not executed in accordance with federal law shall not be permitted.

Article 139. The Calculation of an Average Wage

For all instances stipulated by this Code of the determination of the amount of an average wage (average earnings), a single manner of calculation shall be established.

The calculation of an average wage shall take into account all payment types stipulated by the system of labour compensation and applied at a relevant employer, irrespective of the sources of payments.

Under any work regime, the calculation of an employee's average wage shall be effected on the basis of the wage actually accrued to him and the time actually worked by him during the 12 calendar months preceding the term during which the employee retains the average wage/salary. In this case, the "calendar month" is the period of time from the 1st through the 30th (the 31st) day of the relevant month (through the 28th (29th) in the month of February)).

The average daily earnings for the payment of vacations and the payment of compensation for unused vacation shall be calculated during the final 12 calendar months by the division of the amount of accrued wage by 12 and by 29.4 (the average monthly number of calendar days).

The average daily earnings for the payment of vacations provided on work days in instances stipulated by this Code, as well as for payment of compensation for unused vacation, shall be determined by the division of the amount of an accrued wage by the number of working days according to a calendar of a six-day working week.

A collective contract, local normative act may also stipulate other periods for the calculation of an average wage if it does not worsen the employees' position.

The particulars of the manner established by this Article for the calculation of an average wage shall be determined by the Russian Federation Government, taking into account the opinion of the Russian Trilateral Commission for the Regulation of Social and Labour Relations.

Article 140. The Time Periods for Settlement During a Dismissal

During the termination of a labour contract, the payment of all sums due to an employee from an employer shall be effected on the day of dismissal of the employee. If the employee did not work on the day of the dismissal, then the relevant sums must be paid no later than the following day after the presentation of a claim for settlement by the dismissed employee.

In the event of a dispute regarding the amounts of the sums due to an employee during a dismissal, the employer shall be obligated to pay the sum not disputed by him within the time period indicated in this Article.

Article 141. The Issuance of a Wage Unreceived by the Day of the Death of an Employee

A wage unreceived by the day of the death of an employee shall be issued to the members of his family or a person dependent on the deceased on the day of his death. The issuance of a wage shall be effected no later than a one-week period after the day of the submission of the relevant documents to an employer.

Article 142. An Employer's Accountability for a Violation of the Due Dates of the Payment of a Wage and Other Sums Due to an Employee

An employer and (or) an employer's representatives duly authorized by it who has permitted a delay of the payment of a wage to employees and other violations of labour compensation shall be accountable in accordance with this Code and other federal laws.

In the event of a delay of the payment of a wage for a time period of more than 15 days, an employee shall have the right, after notifying the employer in writing, to suspend work for the entire period until the payment of the delayed sum. A suspension of work shall not be permitted:

during periods of the advent of a military and emergency situation or of special measures in accordance with legislation on an emergency situation;

in bodies and organisations of the Armed Forces of the Russian Federation, other military, militarized, and other formations and organisations responsible for the country's defense and state security, emergency rescue, search and rescue, and firefighting work, and work involving the prevention or cleanup of natural disasters and emergency situations, and law enforcement authorities;

by state employees;

in organisations directly servicing particularly dangerous types of industries and equipment;

by employees whose labour duties include the performance of works directly associated with the support of services vital to public (energy supply, heating and the heat supply, water supply, gas supply, communications, and first-aid and emergency medical aid stations).

During the period of suspension of work the employee is entitled to be absent from his workplace during his working hours.

An employee who was absent during his working hours from his workplace during a period of suspension of work shall report to his workplace not later than on the next working day after the receipt of a notice in writing from the employer of readiness to pay out deferred wages/salaries on the day when the employer reports to his workplace.

Article 143. Scale-Based Systems of Wage Payment

Scale-based systems of wage payment means wage payment systems based on a scale system of differentiation of wages of the employees of various categories.

A scale-based system of differentiation of wages of the employees of various categories includes the following: base rates, salaries (official salaries), wage rate scale and wage rate coefficients.

Wage rate scale means an array of wage rate categories of works (occupations, positions) defined depending on the complexity of work and employee qualification requirements by means of wage rate coefficients.

Wage category means a value reflecting the complexity of work and the level of qualification of an employee.

Qualification category means a value reflecting the level of professional skills of an employee.

Rate-setting for works means classification of the types of work under wage rate categories or qualification categories depending on the complexity of work performed.

The complexity of work performed is determined according to the evaluation of the work.

Rate-setting for work and the determination of the wage categories of employees shall be carried out with account taken of a uniform wage rate and qualification reference book of jobs and occupations of workers and a uniform qualification reference book of positions of heads, specialists and employees.

These reference books and the procedure for applying them shall be approved in the procedure established by the Government of the Russian Federation

Scale-based wage systems shall be established by collective agreements, agreements and local normative acts in keeping with the labour legislation and other normative legal acts containing labour law norms. Scale-based wage systems shall be established with account taken of the uniform wage rate and qualification reference book of jobs and occupations of workers and the uniform qualification reference book of positions of heads, specialists and employees, and also with due regard to state wage/salary guarantees.

Article 144. Systems of Payment for the Labour of Employees of State and Municipal Institutions

Systems of payment for the labour (including scale-based wage systems) for the employees of state and municipal institutions shall be established in:

federal state intuitions by collective agreements, agreements and local normative acts in accordance with federal laws and other normative legal acts of the Russian Federation;

in the state institutions of subjects of the Russian Federation by collective agreements, agreements and local normative acts in accordance with federal laws and other normative legal acts of the Russian Federation, laws and other normative legal acts of the subjects of the Russian Federation;

in municipal institutions by collective agreements, agreements and local normative acts in accordance with federal laws and other normative legal acts of the Russian Federation, laws and other normative legal acts of the subjects of the Russian Federation, and normative legal acts of local self-government bodies.

The Government of the Russian Federation may establish basic salary rates (basic official salary rates) and basic wage rates according to the occupational qualification category.

The wages/salaries of employees of state and municipal institutions shall not be below the basic salary rates (basic salary official rates) and the basic wage rates of relevant occupational qualification categories established by the Government of the Russian Federation.

The basic salary rates (basic official salary rates) and the base wage rates established by the Government of the Russian Federation shall be secured by:

federal state institutions - with federal budget funds;

state institutions of subjects of the Russian Federation - with funds of the budgets of the subjects of the Russian Federation;

municipal institutions - with local budget funds.

Wage/salary systems for the employees of state and municipal institutions shall be established with account taken of the uniform wage rate and qualification reference book of jobs and occupations of workers and the uniform qualification reference book of positions of heads, specialists and employees, and also with account taken of state wage/salary guarantees, recommendations of the Russian Trilateral Commission for Regulating Social-Labour Relations (Part 3 of Article 135 of the present Code) and the opinion of relevant trade unions (associations of trade unions) and associations of employers.

"Occupational qualification categories" means groups of occupations of workers and positions of employees arranged with regard to the area of activity on the basis of the standards governing the occupational training and qualification level required to work in a certain occupation.

Occupational qualification categories and the criteria for classifying the occupations of workers and the positions of employees under occupational qualification categories shall be approved by the federal executive governmental body charged with the function of elaborating state policy and exercising normative and legal regulation in the area of labour.

Article 145. Compensation of the Labour of Directors of Organisations, Their Deputies, and Chief Accountants

The labour compensation of directors of organisations, their deputies, and chief accountants in organisations financed from the federal budget shall be effected in the manner and in the amounts determined by the Russian Federation Government; in organisations financed from the budget of a Russian Federation entity, by the state government bodies of the relevant Russian Federation entity; and in organisations financed from a local budget, by local self-government bodies.

The amounts of the labour compensation of directors of other organisations, their deputies, and chief accountants shall be determined by an agreement between a labour contract's parties.

Article 146. Labour Remuneration in Special Conditions

The labour remuneration of employees employed in heavy labour and work with harmful, dangerous, and other special labour conditions shall be effected at a higher amount.

The labour of employees employed in work in locales with special climatic conditions shall also be remunerated at a higher amount.

Article 147. Remuneration of the Labour of Employees Employed in Heavy Labour and Work with Harmful and (or) Dangerous and Other Special Labour Conditions

The labour remuneration of employees employed in heavy labour and work with harmful and (or) dangerous and other special labour conditions shall be established at a higher amount in comparison with the wage rates (official salaries) established for various types of work with normal labour conditions, but not lower than the amounts established by the labour legislation and other normative legal acts containing labour law norms.

The minimum amounts of increase in the wages of employees who are engaged in heavy labour, in working in harmful and/or hazardous conditions, and the terms for said increase shall be established in the procedure defined by the Government of the Russian Federation with account taken of the opinion of the Russian Trilateral Commission for Regulating Social-Labour Relations.

The concrete amounts of an increase in wages shall be established by an employer, taking into account the opinion of the employees' representative body in the procedure established by Article 372 of the present Code for the adoption of local normative acts, or by a collective contract and a labour contract.

Article 148. Labour Remuneration in Work in Locales With Special Climatic Conditions

The labour remuneration in work in locales with special climatic conditions shall be effected in a manner and in amounts no lower than those established by the labour legislation and other normative legal acts containing labour law norms.

Article 149. Remuneration for Labour in Other Cases of Working in Abnormal Conditions

When works are carried out in abnormal conditions (in performing work requiring a different qualification, combining occupations (positions), working overtime, at night-time, on days-off and public holidays, and in carrying out work in other abnormal conditions) an employee shall receive the relevant payments envisaged by the labour legislation and other normative legal acts containing labour law norms, a collective agreement, agreements, local normative acts or a labour contract. The rates of payment established by a collective agreement, agreements, local normative acts or a labour contract shall not be below those established by the labour legislation and other normative legal acts containing labour law norms.

Article 150. Labour Remuneration During the Performance of Work of Diverse Skills

During the performance of labour of diverse skill by an employee with time-based labour remuneration, his labour shall be remunerated according to the work of the higher skill.

During the performance of work of diverse skill by an employee with piece-rate labour compensation, his labour shall be compensated according to the piece rates of the work performed by him.

In instances when, taking into account the nature of production, employees with piece-rate labour compensation are assigned to the performance of work rated below the categories assigned to them, the employer shall be obligated to pay them the inter-category difference.

Article 151. Remuneration for Labour in Cases of Combination of Occupations (Positions), Expansion of Serviced Area, Expansion of Scope of Work or Execution of Duties of a Temporarily Absent Employee without Release from Job - as Defined by a Labour Contract

In the event of the following defined by a labour contract: the combination of occupations (positions), expansion of serviced area, expansion of the scope of work or execution of the duties of a temporarily absent employee without release from the job, an employee is be entitled to receive an additional payment.

The rate of the additional payment shall be established by agreement of the parties to the labour contract with account taken of the content and/or scope of the additional work (Article 60.2 of the present Code).

Article 152. Payment for Overtime

For the first two hours of work, overtime shall be compensated at no less than one and a half times the usual amount; for subsequent hours, no less than at double the usual amount. Concrete amounts of compensation for overtime work may be determined by a collective contract, local normative act or a labour contract. In accordance with an employee's desire, overtime work in lieu of higher compensation may be compensated by the provision of an additional rest period but not less time than the overtime worked.

Article 153. Remuneration for Labour on Days-Off and Public Holidays

Payment for working on days-off or public holidays shall be effectuated at least at double rate:

for piece workers: at least at double piece-work wage rate;

for employees whose labour is paid for at daily and hourly wage rates: at least at double daily or hourly wage rate;

for employees who receive a salary (official salary): in the amount of at least single daily or hourly rate (portion of the salary (official salary) per day or per hour of work) on top of the salary (official salary) if the work was performed on a day-off or a public holiday within the limits of the monthly working time rate, and in the amount of at least double daily or hourly rate (portion of the salary (official salary) per day or hour of work) on top of the salary (official salary) if the work was performed outside of the limits of the monthly working time rate.

The specific amount of payment for work on a day-off or a public holiday may be established by the collective agreement or a local normative act adopted with account taken of the opinion of the representative body of employees or the labour contract.

If an employee who has worked on a day-off or a public holiday so wishes he may receive another day of leisure. In this case the work carried out on the day-off or the public holiday shall be paid for at the single rate, and the day of leisure shall not be paid for.

Remuneration for the labour performed on days-off and public holidays by creative employees of the mass media, cinematographic organisations, television and video-shooting teams, theatres, theatrical and concert organisations and circuses, other persons taking part in the creation and/or performance (exhibition) of works of art, professional sportsmen in keeping with the lists of jobs, occupations and positions of these employees approved by the Government of the Russian Federation with account being taken of the opinion of the Russian Trilateral Commission for Regulating Social-Labour Relations, may be determined on the basis of a collective agreement, local normative act or labour contract.

Article 154. Remuneration of Labour During the Night

Each hour of work during the night shall be compensated at a higher amount in comparison with work during normal conditions, but not lower than the amounts established by the labour legislation and other normative legal acts containing labour law norms.

The minimum amount of increase in wages/salaries for working at night shall be established by the Government of the Russian Federation with account taken of the opinion of the Russian Trilateral Commission for Regulating Social-Labour Relations.

The specific amount of increase in wages/salaries for working at night shall be established by a collective agreement, a local normative act adopted with account taken of the opinion of the representative body of employees or a labour contract.

Article 155. Labour Remuneration During the Non-Fulfillment of Labour Norms, Failure to Execute Labour Duties (the Duties Relating to a Position)

If the target rates of work are not achieved, or labour duties (the duties relating to a position) are not executed through the fault of the employer payment for work shall be made at a rate not below the average wage of the employee calculated pro rata to the time actually worked.

During the non-fulfillment of labour norms, failure to execute labour duties (the duties relating to a position) for reasons not dependent on the employer and the employee, the employee shall retain no less than two-thirds of the wage rate, salary (official salary) calculated pro rata to the time actually worked.

During the non-fulfillment of labour norms, failure to execute labour duties (the duties relating to a position) due to an employee's fault, compensation of the normed part of the wage shall be effected in accordance with the quantity of performed work.

Article 156. Labour Remuneration During the Manufacture of Products That Prove to Be Defective

Defective products not due to an employee's fault shall be remunerated on a par with suitable products. Totally defective products due to an employee's fault shall not be remunerated.

Partially defective products due to an employee's fault shall be remunerated at lower piece rates, depending on the degree of the products' suitability.

Article 157. Remuneration of a Period of Stoppage

A period of stoppage (Article 72 of the present Code) due to an employer's fault shall be remunerated in the amount of not less than two-thirds of an employee's average wage.

A period of stoppage due to reasons not dependent on an employer and an employee shall be remunerated in an amount of not less than two-thirds of the wage rate, salary (official salary) calculated pro rata to the downtime duration.

A period of stoppage due to an employee's fault shall not be remunerated.

An employee shall notify his direct supervisor or another representative of the employer about the beginning of downtime due to a breakdown of equipment or to other causes/reasons making it impossible for the employee to carry out his labour function.

If creative employees of the mass media, cinematographic organisations, television and video-shooting teams, theatres, theatrical and concert organisations, circuses and other persons taking part in

the creation and/or performance (exhibition) of works, professional sportsmen in accordance with the lists of works of art, occupations and positions of these employees approved by the Government of the Russian Federation with account taken of the opinion of the Russian Trilateral Commission for Regulating Social-Labour Relations do not participate during a certain period of time in the creation and/or performance (exhibition) of works of art or do not perform then the said period of time shall not be deemed "downtime" and it may be paid for at the rate and in the procedure established by a collective agreement, local normative act or labour contract.

Article 158. Labour Compensation During the Mastery of New Industrial Techniques (Products)

A collective contract or a labour contract may stipulate the retention by an employee of his former wage for the period of the mastery of a new industrial techniques (products).

Chapter 22. Labour Norms

Article 159. General Provisions

Employees shall be guaranteed:

state facilitation of the systemic organisation of labour norms;

the application of labour norm systems determined by an employer, taking into account the opinion of the representative body of employees, or established by a collective contract.

Article 160. Labour Norms

Labour norms - norms of output, time, the rates in terms of number and other rates - shall be established in accordance with an achieved level of technique, the technology, and the organisation of production and labour.

Labour norms may be re-examined as techniques and technology are improved or as new ones are introduced and as organisational or other measures ensure an increase of labour productivity, as well as in the event of the use of obsolete and outdated equipment.

The achievement of a high level of output of products (the provision of services) by individual employees through the application of new labour techniques at their initiative and the improvement of jobs shall not be grounds for a re-examination of previously established labour norms.

Article 161. The Development and Approval of Standard Labour Norms

Standard (intersectoral, industry, professional, and others) labour norms may be developed and established for uniform work. Standard labour norms shall be developed and approved in the manner established by the Russian Federal Government.

Article 162. The Introduction, Replacement, and Re-Examination of Labour Norms

Local standards stipulating the introduction, replacement, and re-examination of labour norms shall be adopted by an employer, taking into account the opinion of the employees' representative body.

Employees must be notified of the introduction of new labour norms no later than two months in advance.

Article 163. Ensuring Normal Work Conditions for the Fulfillment of Output Norms

An employer shall be obligated to ensure normal conditions for the fulfillment of output norms by employees. Such conditions shall in particular include:

the serviceable status of premises, structures, machines, process gear, and equipment;

the prompt provision of technical and other documentation necessary for work;

the proper quality of materials, implements, other resources, and items necessary for the performance of work, and their prompt provision to an employee;

labour conditions meeting the requirements of labour protection and production safety.

Section VII. Guarantees and Compensations

Chapter 23. General Provisions

Article 164. The Concept of Guarantees and Compensations

Guarantees are resources, means, and conditions with whose aid the exercise of rights afforded to employees in the field of social and labour relations are ensured.

Compensations are monetary payments established for the purposes of restitution for employees of costs associated with the performance by them of labour duties or other duties envisaged by the present Code and other federal laws.

Article 165. Instances of the Provision of Guarantees and Compensations

Apart from the general guarantees and compensations stipulated by this Code (guarantees during hiring for work and transfer to other work, regarding labour compensation, etc.), guarantees and compensations shall be provided to employees in the following instances:

when sent on official business travel;

during a transfer to work in another locale;

when performing state or public duties;

when combining work and study;

during a forced termination of work not due to an employee's fault;

during the provision of an annual paid vacation;

in certain instances of the termination of a labour contract;

in connection with a delay due to an employer's fault of the issuance of a labour book during a dismissal of an employee;

in other instances stipulated by this Code and other federal laws.

During the provision of guarantees and compensations, the relevant payments shall be effected at the expense of an employer's resources. Bodies and organisations in whose interests an employee performs state or public duties (jurors, donors, members of election commissions, etc.) shall make payments to the employee in the manner and on the terms that are stipulated by this Code, other federal laws, and other regulations of the Russian Federation. In said instances, the employer shall release the employee from the primary work for the period of the performance of the state and public duties.

Chapter 24. Guarantees When Employees Are Sent on Official Business Travel, Other Travels in the Line of Business and During a Transfer to Work in Another Locale

Article 166. The Concept of Official Business Travel

Official business travel is an employee's travel at an employer's instruction for a certain period of time for the performance of an official assignment away from the place of permanent work. The official travel of employees whose permanent work is accomplished en route or is of a mobile nature shall not be recognized as official business travel.

The details of sending employees on business trips shall be established in the procedure defined by the Government of the Russian Federation.

Article 167. Guarantees When Employees Are Sent on Official Business Travel

When an employee is sent on official business travel, he shall be guaranteed the retention of a job (a position) and the average earnings, as well as reimbursement of expenses associated with the official business travel.

Article 168. Reimbursement of Expenses Associated with Official Business Travel

In the event of official business travel, an employer shall be obligated to reimburse an employee:

travel expenses;

expenses involving the rental of accomodation;

additional expenses associated with living away from the place of permanent residence (daily allowances);

other expenses incurred by an employee with the employer's permission or knowledge.

The manner and amounts of the reimbursement of expenses associated with official business travel shall be determined by a collective contract or a local standard.

Article 168.1. Compensating the Expenses Related to Business Trips of Employees Whose Permanent Work Takes Place en Route or Has a Mobile Nature, and Also Related to Working in the Field or Expeditions

Employees whose permanent work takes place en route or has a mobile nature, and also employees who work in the field or take part in works having an expedition nature shall be compensated for the following in connection with business trips:

travel expenses;

accommodation expenses;

additional expenses relating to living outside of the permanent residence (per diem, field allowance);

other expenses incurred by the employees with the permission or consent of the employer.

The rates of, and the procedure for, compensating the employees mentioned in Part 1 of the present Article for the expenses relating to business trips and also a list of the works, occupations and positions of such employees shall be established by a collective agreement, agreements or local normative acts. The rates of, and the procedure for, compensation for said expenses may also be established by a labour contract.

Article 169. Reimbursement of Expenses after a Transfer to Work in Another Locale

After the transfer of an employee by a preliminary understanding with an employer to work in another locale, the employer shall be obligated to reimburse the employee:

expenses involving the transfer of the employee and the members of his family, and the transportation of property (with the exception of instances when an employer provides an employee with appropriate relocation resources);

expenses involving settlement at the new place of residence.

The concrete amounts of a reimbursement of expenses shall be determined by the agreement of a labour contract's parties.

Chapter 25. Guarantees and Compensations for Employees During Their Performance of State or Public Duties

Article 170. Guarantees and Compensations for Employees Called Upon to Perform State or Public Duties

An employer shall be obligated to release an employee from work with the retention of his job (position) for the period of the performance by him of state or public duties in instances when, in accordance with the present Code and other federal laws, the duties must be performed during a work period.

A state body or public association that called upon an employee to perform state or public duties shall, in the instances stipulated by the first part of this Article, pay the employee compensation in an amount determined by the present Code, other federal laws and other normative legal acts of the Russian Federation or a decision of the relevant public association during the period of the performance of the duties.

Article 171. Guarantees for Employees Elected to Trade Union Bodies and Labour Dispute Commissions

Guarantees for employees elected to trade union bodies and not released from the performance of labour duties and the manner of the discharge of said employees shall be determined by the relevant sections of this Code.

Members of labour dispute commissions shall be provided free time from work for participation in the work of said commission with the retention of the average earnings.

The manner of the discharge of employees chosen as part of labour dispute commissions shall be determined by Article 373 of this Code.

Article 172. Guarantees for Employees Elected to Elective Positions in State Bodies and Local Self-Government Bodies

Guarantees for employees released from work due to their election to elective positions in state bodies and local self-government bodies shall be established by federal laws and laws of subjects of the Russian Federation governing the status and manner of activity of said persons.

Chapter 26. Guarantees and Compensations for Employees Combining Work with Study

Article 173. Guarantees and Compensations for Employees Combining Work with Study in Institutions of Higher Professional Education and for Employees Entering into Said Educational Institutions

For employees sent for study by an employer or who independently entered into state accredited institutions of higher professional education, irrespective of their organisational and legal forms regarding correspondence and full-time/correspondence (evening) forms of study, and successfully studying in the institutions, an employer shall provide additional vacation with the retention of the average earnings for: passage of intermediary accreditation in the first and second years respectively: 40 calendar days for each; in each of the subsequent years respectively: 50 calendar days for each (during primary educational programs of higher professional education with reduced time periods in the second year: 50 calendar days);

the preparation and defense of graduation qualification work and the taking of final state examinations: four months;

the taking of final state examinations: one month.

An employer shall be obligated to provide vacation without the retention of a wage:

for employees admitted for entry tests in institutions of higher professional education: 15 calendar days;

for employee-students of preparatory divisions of institutions of higher professional education for the taking of graduation examinations: 15 calendar days;

for employees studying in state-accredited institutions of higher professional education involving full-time study, combining study with work, for the passage of intermediary accreditation: 15 calendar

days in an academic year, for the preparation and defense of graduation qualification work and the taking of final state examinations: four months; for the taking of final state examinations: one month.

For employees successfully studying via a correspondence form of study in state-accredited institutions of higher professional education, an employer shall pay for travel to and from the location of the relevant educational institution once in an academic year.

A work week reduced by seven hours shall, in accordance with their desire, be established for employees studying via correspondence and full-time/correspondence (evening) forms of study in state-accredited institutions of higher professional education for a period of 10 academic months prior to the start of the fulfillment of a diploma project (work) or the taking of state examinations. During a period of release from work, said employees shall be paid 50 percent of the average earnings at the primary place of work, but not less than the minimum wage.

By the agreement of a labour contract's parties, a reduction of a work period shall be effected by the provision to an employee of one day free of work per week or a reduction of the duration of the working day during the week.

The guarantees and compensations for employees combining work with study in institutions of higher professional education lacking state accreditation shall be established by a collective contract or a labour contract.

Article 174. Guarantees and Compensations for Employees Studying in Secondary Vocational Education Institutions and Employees Enrolling in Such Education Institutions

Employees who have been sent by an employer or who have enrolled on their own in secondary vocational education institutions having state accreditation, irrespective of their organisational legal forms, to undergo studies as an internal or internal-external (night-time) student, and who are successfully undergoing their studies in said institutions shall receive from the employer additional leave of absence while retaining their average earnings for the purpose of:

taking an interim attestation in the first and second years: 30 calendar days, and 40 calendar days in each of the subsequent years;

preparing and defending their graduation qualification work and taking final state examinations: two months;

taking final state examinations: one month.

The employer shall grant an unpaid leave of absence:

to employees who have been cleared to take entrance tests in secondary vocational education institutions having state accreditation: ten calendar days;

to employees who undergo studies in secondary vocational education institutions having state accreditation as internal students who combine studies with a job for the purpose of taking an interim attestation: ten calendar days in the academic year, two months for preparing and defending their graduation qualification work and taking final state examinations, and one month for taking final examinations.

For employees who undergo studies as external students in secondary vocational education institutions having state accreditation the employer shall pay 50 per cent of the amount charged for their travel to the said education institution and back once in the academic year.

For employees who undergo studies as internal-external (night-time) and external students in secondary vocational education institutions having state accreditation within ten academic months before the beginning of work on their graduation thesis (work) or state examinations a working week reduced by seven hours shall be established if they wish so. For the time of their leave of absence the said employees shall receive 50 per cent of their average earnings from the main employer but not below the minimum wage rate.

By agreement of the parties to a labour contract concluded in writing the working time reduction shall take the form of one day-off in the week granted to the employee or of a reduction in the duration of daily working hours (shift) in the week.

Guarantees and compensations for employees who combine their job with studies in secondary vocational education institutions not having state accreditation shall be established by a collective agreement or labour contract.

Article 175. Guarantees and Compensations for Employees Studying in Institutions of Primary Professional Education

Additional vacations of 30 calendar days within one year with the retention of the average earnings shall be provided to employees successfully studying in state-accredited institutions of primary professional education, irrespective of their organisational and legal forms, for the taking of examinations.

Guarantees and compensations for employees combining work with study in institutions of primary professional education lacking state accreditation shall be established by a collective contract and a labour contract.

Article 176. Guarantees and Compensations for Employees Studying in Evening (Shift) Institutions

For employees successfully studying in state-accredited evening (shift) educational institutions, irrespective of their organisational and legal forms, an employer shall provide additional vacation with the retention of the average earnings for the taking of graduation examinations, in grade 9, nine calendar days; in grade 11 (12), 22 calendar days.

Guarantees and compensations for employees combining work with study in evening (shift) general education institutions lacking state accreditation shall be established by a collective contract or a labour contract.

A work week reduced by one work day or by a number of working hours corresponding thereto (given a reduction of the working day (shift) during the week) shall be established for employees studying in evening (shift) general education institutions in accordance with their desire. During a period of release from work, said employees shall be paid 50 per cent of the average earnings at the primary place of work but not lower than the minimum wage.

Article 177. The Manner of the Provision of Guarantees and Compensations to Employees Combining Work with Study

Guarantees and compensations for employees combining work with study shall be provided during the receipt of an education of a relevant level for the first time. The said guarantees and compensations may also be granted to employees who have a vocational education background of the relevant level and who have been sent by an employer in accordance with a labour contract or agreement on education signed by an employee and an employer in writing.

Annual paid vacations may be added to the additional vacation stipulated by Articles 173 to 176 of this Code by agreement of an employer and employee.

Guarantees and compensations shall be provided to an employee combining work with study simultaneously in two educational institutions only in connection with study in one of the educational institutions (at the employee's choice).

Chapter 27. Guarantees and Compensations for Employees Linked to the Annulment of a Labour Contract

Article 178. The Severance Allowance

During the annulment of a labour contract in connection with the liquidation of an organisation (Item 1 of Part 1 of Article 81 of the present Code) or a reduction of the numbers or staff of an organisation (Item 2 of Part 1 of Article 81 of the present Code), an employee being discharged shall be paid a severance allowance in the amount of the average monthly earnings; also, he shall retain the average monthly earnings for a period of job placement but not more than two months from the day of discharge (taking into account the severance allowance).

In exceptional cases, the average monthly earnings shall, by a decision of a public employment service agency, be retained by an employee for three months from the day of a discharge, provided that the employee applied to that agency within a two-week period of the discharge and had not been placed in a job by it.

Severance pay in the amount of two-week's average earnings shall be payable to an employee upon the annulment of the labour contract in connection with:

the employee's refusal to be transferred to another job as might be required in accordance with a medical certificate issued in the procedure established by federal laws and other normative legal acts of the Russian Federation or with the employer's lacking a relevant job (Item 8 of Part 1 of Article 77 of the present Code);

the employee's being drafted to undergo military service or alternative civil service in place thereof (Item 1 of Part 1 of Article 83 of the present Code);

the reinstatement of another employee who did this job before (Item 2 of Part 1 of Article 83 of the present Code);

the employee's having refused to be transferred to a job in another area together with the employer (Item 9 of Part 1 of Article 77 of the present Code);

the employee's having been declared as fully incapable of working in accordance with a medical certificate issued in the procedure established by federal laws and other normative legal acts of the Russian Federation (Item 5 of Part 1 of Article 83 of the present Code);

the employee's having refused to continue working in connection with a change in the labour contract terms defined by the parties (Item 7 of Part 1 of Article 77 of the present Code).

A labour contract or a collective contract may stipulate other instances of the payment of severance allowances and establish higher amounts of severance allowances.

Article 179. The Preferential Right to Remain at Work During a Reduction of Staff

During a reduction of the numbers or staff of employees, a preferential right to remain at work shall be afforded to employees with a higher labour productivity and skill.

Given equal labour productivity and skill, preference in remaining at work shall be given to: family persons, given the existence of two or more dependents (non-ablebodied family members fully dependent on the employee or receiving assistance from him that for them is continual and the primary source of the means of existence); persons whose family lacks other workers with independent earnings; employees who sustained a severe labour injury or occupational illness during the period of work for the given employer; invalids of the Great Patriotic War and invalids of combat operations in defense of the Fatherland; and employees who raised their skill in the employer's area without ceasing work.

A collective contract may stipulate other categories of employees enjoying a preferential right to remain at work given equal labour productivity and skill.

Article 180. Guarantees and Compensations for Employees During the Liquidation of an Organisation and a Reduction of the Staff of an Organisation

When performing measures to reduce the numbers of employees or jobs of an organisation, an employer shall be obligated to offer an employee other available work (a vacant position) in accordance with Part 3 of Article 81 of the present Code.

Employees shall be warned by an employer personally and against their signature of an impending discharge in connection with the liquidation of an organisation and a reduction of the staff of an organisation at least two months before discharge.

With the consent in writing of an employee an employer is entitled to rescind the labour contract concluded with the employee before the expiry of the term specified in Part 2 of the present Article, having paid thereto an additional compensation in the amount of the employee's average earnings calculated pro rata to the time remaining until the expiry of the dismissal notification term.

During a threat of mass discharges, an employer shall, taking into account the opinion of the elected body of the primary trade union organisation, take necessary steps stipulated by this Code, other federal laws, a collective contract, and an agreement.

Article 181. Guarantees for an Organisation's Director, His Deputies, and the Chief Accountant During the Annulment of a Labour Contract in Connection with a Change of an Organisation's Property Owner

In the event of the annulment of a labour contract with an organisation's director, his deputies, and the chief accountant in connection with a change of the organisation's property owner, the new owner shall be obligated to pay said employees compensation in an amount not lower than three times the employee's average monthly earnings.

Chapter 28. Other Guarantees and Compensations

Article 182. Guarantees During a Transfer of an Employee to Other Lower-Paying Work

During a transfer of an employee in need of the provision of other work in accordance with a medical finding issued in the procedure established by federal laws and other normative legal acts of the Russian Federation to other lower-paying work for this employer, he shall retain his previous average earnings for one month from the day of the transfer; and during a transfer in connection with a severe labour injury, an occupational illness or another health injury involving work, until the establishment of support for the loss of professional working capacity or until the employee's recuperation.

Article 183. Guarantees for an Employee During a Temporary Disability

During a temporary disability, an employer shall pay an employee a temporary disability allowance in accordance with federal laws.

The amounts of temporary-disability allowances and the terms of their payment shall be established by federal laws.

Article 184. Guarantees and Compensations after a Workplace Accident and an Occupational Illness

After a health injury or in the event of an employee's death due to a workplace accident or occupational illness, the employee (his family) shall be compensated for his lost earnings (income), as well as additional expenses associated with the health injury for medical, social, and professional rehabilitation or the relevant expenses in connection with an employee's death.

The types, quantities, and terms of the provision of guarantees and compensations to employees in said instances shall be determined by federal laws.

Article 185. Guarantees for Employees Sent for a Medical Examination (Checkup)

For the period of the passing of a medical examination (checkup), employees obligated in accordance with this Code to undergo such examination (checkup) shall retain the average earnings at the place of work.

Article 186. Guarantees and Compensations for Employees in the Event of Their Donating Blood and Its Components

An employee shall be released from work on the day of donation of blood and its components, as well as on the day of a medical test associated therewith.

In the event that, by agreement with an employer, an employee went to work on the day of a donation of blood and its components (with the exception of heavy labour and work with harmful and (or) dangerous labour conditions, when going to work on that day is impossible), he shall be provided another day of rest in accordance with his desire.

In the event of a donation of blood and its components during an annual paid vacation and on an off day or a public holiday, an employee shall be provided another day of rest in accordance with his desire.

An employee shall be provided an additional day of rest after each day of donation of blood and its components. In accordance with an employee's desire, said day of rest may be joined to an annual paid vacation or be used at another time during the year after the day of the donation of blood and its components.

During the donation of blood and its components, an employer shall reserve for an employee his average earnings during the days of a donation and rest days provided in this regard.

Article 187. Guarantees and Compensations for Employees Sent by an Employer for Skill Enhancement

When an employee is sent by an employer for skill enhancement with an interruption in work, he shall retain the job (the position) and the average wage at the primary place of work. Employees sent to another locale for skill enhancement with an interruption in work shall be paid travel expenses in the manner and in the amounts that are stipulated for persons sent on official business travel.

Article 188. Reimbursement of Expenses after the Use of an Employee's Personal Property

After the use by an employee of personal property with the employer's consent or knowledge and in his interests, the employee shall be paid compensation for the use and wear and tear (depreciation) of implements, personal transportation, equipment, and other technical resources and materials belonging to the employee, and shall be reimbursed expenses associated with their use. The amount of the reimbursement of expenses shall be determined by the agreement of a labour contract's parties, expressed in writing.

Section VIII. Labour Regulations, Labour Discipline

Chapter 29. General Provisions

Article 189. Labour Discipline and Labour Regulations

Labour discipline is the mandatory subordination for all employees to the rules of conduct determined in accordance with this Code, other federal laws, a collective contract, agreements, local normative acts or a labour contract.

An employer shall be obligated in accordance with the labour legislation and other normative legal acts containing labour law norms, a collective agreement, agreements and local normative acts, and a labour contract to create the conditions necessary for the observance of labour discipline by employees.

Labour regulations shall be determined by the rules of the internal labour regulations.

The rules of the internal labour regulations are a local standard governing, in accordance with this Code and other federal laws, the manner of the hiring and discharge of employees, the basic rights, obligations, and accountability of a labour contract's parties, the work regime, the rest period, incentive and punitive measures applied toward employees, as well as other issues of the regulation of labour relations with this employer.

By-laws and regulations on discipline, established in accordance with federal laws, shall be in effect for individual categories of employees.

Article 190. The Manner of the Approval of the Rules of the Internal Labour Regulations

The rules of the internal labour regulations shall be approved by an employer, taking into account the opinion of the representative body of the organisation's employees in the procedure established by Article 372 of the present Code for the adoption of local normative acts.

The rules of the internal labour regulations shall as a rule be a supplement to a collective contract.

Chapter 30. Labour Discipline

Article 191. Labour Incentives

An employer shall encourage employees who conscientiously perform the labour duties (declare gratitude, grant a bonus, reward with a valuable gift and an honorary certificate, and nominate for the title of best in the profession).

Other types of employees' labour incentives shall be determined by a collective contract or the rules of the internal labour regulations, as well as by-laws and regulations on discipline. Employees may be nominated for state awards for particular labour services to society and the state.

Article 192. Disciplinary Punishments

An employer shall have the right to apply the following disciplinary punishments for the commission of a disciplinary misdeed, that is, the non-performance or improper performance by an employee of the labour duties assigned to him due to his fault:

1) a warning;

2) a reprimand;

3) discharge based on the relevant grounds.

Federal laws and by-laws and regulations on discipline (Part 5 of Article 189 of the present Code) may also stipulate other disciplinary punishments for individual categories of employees.

In particular, disciplinary penalties include the dismissal of an employee on the grounds set out in Items 5, 6, 9 or 10 of Part 1 of Article 81 or Item 1 of Article 336 of the present Code, and also Items 7 or 8 of Part 1 of Article 81 of the present Code when culpable actions providing grounds for the loss of confidence or an immorality respectively have been committed by the employee on the job or in connection with his executing his labour duties.

It is prohibited to impose disciplinary penalties for which there is no provision in federal laws, charters and regulations on discipline.

While imposing a disciplinary penalty one shall take into account the degree of gravity of the misdeed and the circumstances in which it took place.

Article 193. The Manner of the Application of Disciplinary Punishments

Prior to the imposition of a disciplinary penalty the employer shall request explanations in writing from the employee. If no such explanations have been submitted within two working days then a relevant report shall be drawn up.

The non-provision of explanations by the employee shall not be an impediment to the application of a disciplinary punishment.

A disciplinary punishment shall be applied no later than one month after the day of the discovery of a misdeed, not counting the period of an employee's illness, his vacation, as well as the time necessary to take into account the opinion of the employees' representative body.

A disciplinary punishment may not be applied later than six months after the day of the commission of a misdeed, and, if based on the results of an inspection and examination of financial and economic activity or an audit, later than two years after the day of its commission. Said time periods shall not include a period of proceedings involving a criminal case.

Only one disciplinary punishment may be applied for each disciplinary misdeed.

An employer's order (instruction) on the application of a disciplinary punishment shall be announced to an employee against his signature within three working days of the day of its promulgation without account taken of the period of the employee's absence at his workplace. An appropriate report shall be drawn up in the event the employee refuses to read said order (instructions) and sign it.

A disciplinary punishment may be appealed by an employee with the state labour inspectorate and/or authorities for the review of individual labour disputes.

Article 194. The Lifting of a Disciplinary Punishment

If an employee is not subjected to a new disciplinary punishment within a year of the day of the application of a disciplinary punishment, then he shall be considered as not having had a disciplinary punishment.

An employer shall have the right before the expiration of a year from the day of the application of a disciplinary punishment to remove it from the employee records at his own initiative, at the request of the employee himself, and at the petition of his immediate supervisor or the employees' representative body.

Article 195. Holding the Head of an Organisation, the Head of an Organisation's Structural Unit, or Deputies Thereof Accountable under Disciplinary Provisions on at the Request of the Representative Body of Employees

An employer shall consider an application of the representative body of employees concerning breaches by the head of the organisation, the head of a structural unit of the organisation or deputies thereof of the labour legislation and other acts containing labour law norms, the terms of the collective

agreement or an agreement and inform the representative body of employees of the results of the consideration.

If it is confirmed that a breach has taken place the employer shall impose a disciplinary penalty on the head of the organisation, the head of the structural unit of the organisation or the deputies thereof that may extend as far as dismissal.

Section IX. Employees' Professional Training, Retraining, and Skill Enhancement

Chapter 31. General Provisions

Article 196. An Employer's Rights and Obligations Regarding Staff Training and Retraining

An employer shall determine the necessity for professional training and retraining of staff for its own needs.

An employer shall perform professional training, retraining, and skill enhancement of employees and their training for second professions in an organisation, and when necessary, in educational institutions of primary, secondary, and higher professional and supplemental education on terms and in a manner that are determined by a collective contract, agreements, and a labour contract.

The forms of the professional training, retraining, and skill enhancement of employees and a list of necessary professions and specialties shall be established by an employer, taking into account the opinion of the employees' representative body in the procedure established by Article 372 of the present Code for the adoption of local normative acts.

In instances stipulated by federal laws and other normative legal acts of the Russian Federation, an employer shall be obligated to perform the skill enhancement of employees if it is a condition of the performance by the employees of certain types of activity.

An employer must create the necessary conditions for combining work with study for employees undergoing professional training and must provide guarantees established by the labour legislation and other normative legal acts containing labour law norms, a collective agreement, agreements or local normative acts, and a labour contract.

Article 197. Employees' Right to Professional Training, Retraining, and Skill Enhancement

Employees shall have the right to professional training, retraining, and skill enhancement, including training for new professions and specialties.

Said right shall be exercised by the conclusion of a supplemental contract between an employee and an employer.

Chapter 32. Apprenticeship Contracts

Article 198. The Apprenticeship Contract

An employer being a legal entity (an organisation) shall have the right to conclude an apprenticeship contract for professional training with a person seeking work, and an apprenticeship contract for vocational education or retraining with or without leaving leaving work with an employee of the given organisation.

An apprenticeship contract with an employee of a given organisation shall be supplemental to a labour contract.

Article 199. The Content of an Apprenticeship Contract

An apprenticeship contract must contain: the parties' names; an indication of a concrete profession, a specialty, the skill being acquired by the trainee; the employer's obligation to provide the employee a training opportunity in accordance with the apprenticeship contract; the employee's obligation to undergo training and, in accordance with the obtained profession, specialty, and skill, to work pursuant to a labour contract with the employer throughout the time period established in the apprenticeship contract; the period of the apprenticeship; and the amount of compensation during the apprenticeship period.

An apprenticeship contract may contain other terms agreed by the parties.

Article 200. The Term and Form of an Apprenticeship Contract

An apprenticeship contract shall be concluded for the term necessary for training in a given profession, specialty, and skill.

An apprenticeship contract shall be concluded in writing in duplicate.

Article 201. The Validity of an Apprenticeship Contract

An apprenticeship contract shall be valid as of the day indicated in the contract throughout the term stipulated by it.

An apprenticeship contract's validity shall be extended for a period of a trainee's illness, his military training, and in other instances stipulated by federal laws and other normative legal acts of the Russian Federation.

Throughout an apprenticeship contract's term of validity, its content may be amended only by the parties' agreement.

Article 202. The Organisational Forms of an Apprenticeship

An apprenticeship shall be organised in the form of individual, team, and course training, and in other forms.

Article 203. The Period of an Apprenticeship

The period of an apprenticeship during a week must not exceed the norms of the work period established for employees of the relevant age, profession, and speciality during the performance of the relevant work.

Employees undergoing training in an organisation may, by agreement with the employer, be fully released from work pursuant to the labour contract or may perform the work on a part-time basis.

During the period of the validity of an apprenticeship contract, employees may not be called upon for overtime work or be sent on official business travel not involving the apprenticeship.

Article 204. Remuneration of an Apprenticeship

During a period of an apprenticeship, trainees shall be paid a stipend whose amount shall be determined by the apprenticeship contract and shall depend on the profession, specialty, and skill being obtained, but may not be lower than the minimum wage established by federal law.

Work performed by a trainee in practical exercises shall be compensated at the established piece rates.

Article 205. The Extension of Labour Legislation to Trainees

Labour legislation, including legislation on labour protection, shall extend to trainees.

Article 206. The Invalidity of the Terms of an Apprenticeship Contract

An apprenticeship contract's terms contrary to this Code, a collective contract, and agreements shall be invalid and shall not be applied.

Article 207. Trainees' Rights and Obligations upon the Conclusion of an Apprenticeship

A test period shall not be established during the conclusion of a labour contract for persons who have successfully completed an apprenticeship with the prospective employer.

In the event that a trainee fails to perform his obligations pursuant to a contract without valid reasons upon the conclusion of an apprenticeship, he shall, at the employer's request, refund the stipend received during the apprenticeship and shall also reimburse other expenses sustained by the employer in connection with the apprenticeship.

Article 208. Grounds for Terminating an Apprenticeship Contract

An apprenticeship contract shall be terminated upon the expiry of the term of apprenticeship or on the grounds set out in that contract.

Section X. Labour Protection

Chapter 33. General Provisions

Article 209. Basic Concepts

Labour protection is a system for the preservation of employees' life and health in the process of labour activity, which includes legal, socioeconomic, organisational, technical, sanitary, medical, treatment, preventive, rehabilitative, and other measures.

Labour conditions are the set of factors of the production environment and the labour process that influence employees' working capacity and health.

A **harmful production factor** is a production factor whose impact on an employee may lead to his illness.

A **dangerous production factor** is a production factor whose impact on an employee may lead to his injury.

Safe labour conditions are labour conditions in which the impact on workers of harmful and (or) dangerous production factors is ruled out or their impact levels do not exceed established standards.

A **work place** is a place where an employee must be or where he must arrive in connection with his work and that is directly or indirectly under the control of an employer.

Means of individual and collective protection of employees are technical means used for the prevention or reduction of the impact on employees of harmful and (or) dangerous production factors, as well as for protection against contamination.

A **certificate of compliance of the organisation of work with regard to labour protection** is a document certifying the correspondence of work performed by an employer with regard to labour protection to state standard labour protection requirements.

Production activity is the set of employees' actions with the application of labour resources necessary for the conversion of resources into finished products, which include the production and processing of various types of raw material, construction, and the provision of various types of services.

Labour protection requirements means state normative requirements concerning labour protection and the labour protection requirements established by rules and instructions on the protection of labour.

State expert examination of working conditions means an evaluation of the compliance of the subject matter of an examination with state normative labour protection requirements.

Attestation of workplaces on conditions of work means an evaluation of the conditions of work at workplaces for the purpose of detecting harmful and/or hazardous industrial factors and implementing measures for bringing conditions of work in line with state normative labour protection requirements. An attestation of workplaces on conditions of work shall be carried out in the procedure established by the federal executive governmental body charged with the function of elaborating state policy and of normative legal regulation in the area of labour.

Article 210. The Basic Guidelines of State Policy in the Field of Labour Protection

Below are the basic state policy guidelines in the field of labour protection:

ensuring the priority of preservation of employees' life and health;

adopting and implementing federal laws and other normative legal acts of the Russian Federation, laws and other normative legal acts of subjects of the Russian Federation in the area of labour protection, as well as federal, departmental and territorial special programmes for improvement of working conditions and protection of labour;

the state administration for protection of labour;

state supervision and control over the observance of state normative labour protection requirements;

establishing a procedure for carrying out the attestation of workplaces on conditions of work, and a procedure for confirming the compliance of the organisation of labour protection measures with state normative labour protection requirements;

assisting in the public monitoring of the observance of employees' rights and lawful interests in the area of labour protection;

preventing accidents and impairment of employees' health;

investigating, and keeping record of, accidents at work and occupational disease cases;

protecting the lawful interests of employees who have suffered from accidents at work and occupational diseases, and of their family members on the basis of mandatory social insurance for employees against accidents at work and occupational diseases;

establishing compensation for hard work and for working in harmful and/or hazardous working conditions;

coordinating activities in the area of labour protection, environmental protection and other types of economic and social activity;

propagating the best Russian and foreign practice in terms of improving working conditions and protection of labour;

the participation of the state in financing labour protection measures;

training and upgrading labour protection specialists;

arranging for the gathering of state statistic data on working conditions, industrial injuries, occupational disease incidence and the material consequences thereof;

ensuring the running of a uniform labour protection information system;

international cooperation in the area of labour protection;

implementing an effective taxation policy conducive to safe working conditions, the elaboration and commercialisation of safe machinery and technologies, the manufacturing of individual and collective means of protection for employees;

establishing a procedure for the provision of employees with individual and collective means of protection, sanitary-utility premises and appliances, as well as disease-prevention facilities at the expense of employers.

The implementation of the basic guidelines of state policy in the field of labour protection shall be ensured by the coordinated actions of the Russian Federation's state government bodies and local self-government bodies, employers, associations of employers, as well as trade unions, their associations, and other representative bodies authorized by employees with regard to issues of labour protection.

Chapter 34. Labour Protection Requirements

Article 211. State Standard Labour Protection Requirements

State standard labour protection requirements contained in the Russian Federation's federal laws and other regulations and Russian Federation entities' laws and other regulations shall establish rules, procedures, and criteria geared toward the preservation of employees' life and health in carrying out labour activity.

The state normative labour protection requirements shall be mandatory for fulfillment by all legal entities and individuals during the performance by them of any types of activity, including during the design, construction (renovation), and operation of facilities, the construction of machines, mechanisms, and other equipment, the development of production processes, and the organisation of production and labour.

The procedure for elaborating, approving and amending subordinate legislative acts containing state normative labour protection requirements shall be established by the Government of the Russian Federation with account taken of the opinion of the Russian Trilateral Commission for Regulating Social-Labour Relations.

Article 212. An Employer's Obligations to Ensure Safe Conditions and Labour Protection

An employer shall be charged with obligations to ensure safe conditions and labour protection.

An employer shall be obligated to ensure:

the safety of employees during the operation of buildings, structures, and equipment, the performance of production processes, as well as use of implements, raw material, and materials used in production;

the use of certified means of individual and collective protection of employees;

labour conditions corresponding to the labour protection requirements at each place of work;

employees' labour and rest regime in accordance with the labour legislation and other normative legal acts containing norms of labour law;

the acquisition and issuance at its own expense of certified special clothing, special footwear, other means of individual protection, and rinsing and decontamination equipment in accordance with established norms for employees employed in work with harmful and (or) dangerous labour conditions, as well as in work performed in special temperature conditions or involving pollution;

training in safe working methods and techniques, in the provision of first aid to victims of industrial accidents, instructing personnel on labour protection, probation and examining the knowledge of labour protection requirements;

non-admittance to work of persons who have not duly undergone training and instruction in labour protection, on-the-job training, and verification of knowledge of the labour protection requirements;

the organisation of monitoring of the status of labour conditions at work places, as well as of the propriety of the use by employees of means of individual and collective protection;

the performance of the certification of work places with regard to labour conditions with the subsequent certification of the organisation of labour protection measure implementation;

in instances stipulated by the labour legislation and other normative legal acts containing labour law norms, organising the performance at their own expense of mandatory, preliminary (during the start of work) and periodic (during labour activity) medical examinations (tests), mandatory psychiatric examination of employees, and unscheduled medical examinations (tests), mandatory psychiatric examination of employees pursuant to their requests in accordance with medical recommendations with the retention by them of their job (position) and the average earnings for the period when undergoing said medical examinations (tests);

not permitting employees to perform their labour duties without having undergone mandatory medical examinations (tests), mandatory psychiatric examinations, as well as in the event of medical contraindications;

informing employees of the conditions and protection of labour in work places, of the risk of an injury and the compensation for them, and means of individual protection;

the provision to the federal executive bodies exercising the functions of elaboration of state policy and normative legal regulation in respect of labour protection, the federal executive body authorised to exercise state supervision and control over the observance of the labour legislation and other normative legal acts containing labour law norms, the other federal executive governmental bodies performing the functions of control and supervision in the established area of activity, the executive bodies of the subjects of the Russian Federation in the labour protection area, and trade union bodies involved in monitoring observance of the labour legislation and other acts containing norms of labour law, of information and documents necessary for the exercise by them of their authority;

the taking of steps to prevent emergency situations and to preserve employees' life and health during the occurrence of such situations, including the provision of first aid to victims;

the investigation and recording of workplace accidents and occupational illnesses in the manner established by this Code, other federal laws and other normative legal acts of the Russian Federation;

hospital, at-home, treatment, and preventive-treatment of employees in accordance with the requirements of labour protection, and also the delivery of employees who fall ill at their workplaces to a health-care organisation when they need urgent medical assistance;

the unimpeded access of officials of the federal executive bodies authorised to exercise state supervision and control, of the authorities of the Social Insurance Fund of the Russian Federation, as well as representatives of public monitoring bodies, in the interests of verification of the conditions and protection of labour and the investigation of workplace accidents and occupational illnesses;

the fulfillment of the prescriptions of officials of the federal executive bodies authorised to exercise state supervision and control, and the review of submissions of public monitoring authorities within the time periods established by this Code and other federal laws;

mandatory social insurance of employees against workplace accidents and occupational illnesses;

the familiarization of employees with the labour protection requirements;

the elaboration and approval of rules and instructions in the area of labour protection for employees with account taken of the opinion of the elected body of the primary trade union organisation or another body empowered by employees in the procedure established by Article 372 of the present Code for the adoption of local normative acts;

the availability of a set of regulations containing the labour protection requirements in accordance with the specifics of its activity.

Article 213. Medical Examination of Certain Categories of Employees

Employees employed in harsh work and work with harmful and (or) dangerous labour conditions (including in subterranean work), as well as in work involving the movement of transportation, shall undergo mandatory preliminary (when beginning work) and periodic (annual for persons up to age 21) medical examinations (tests) in order to determine the employees' fitness for the performance of the assigned work and to prevent occupational illnesses. Said employees shall undergo unscheduled medical examinations (tests) in accordance with medical recommendations.

Employees of organisations in the food industry, public dining, trade, water pipeline structures, treatment, preventive treatment, and children's institutions, as well as certain other employers, shall undergo said medical examinations (tests) in the interests of safeguarding the public's health and preventing the occurrence and spread of diseases.

Harmful and (or) dangerous production factors and work for the performance of which mandatory preliminary and periodic medical examinations (tests) are performed and the manner of their performance shall be determined by regulations approved in the manner established by the Russian Federation Government.

In the event of the need, certain employers may, by a decision of local self-government bodies, introduce additional conditions and indications for the performance of mandatory medical examinations (tests).

Employees performing individual types of activity, including involving sources of heightened danger (with the influence of harmful substances and unfavorable production factors), as well as those working in conditions of heightened danger, shall undergo mandatory psychiatric certification at least once every five years in a manner established by the Russian Federation Government.

The medical examination (tests) and psychiatric certification provided for by this Article shall be carried out at the expense of an employer.

Article 214. An Employee's Obligations in the Field of Labour Protection

An employee shall be obligated:

to observe labour protection requirements;

to properly use means of individual and collective protection;

to undergo training in safe methods and measures for the performance of work and the provision of first aid to the employees at the workplace, instruction in labour protection, on-the-job training, and verification of knowledge of the labour protection requirements;

to immediately notify his immediate or higher supervisor of any situation threatening human life and health, of each accident that occurs in the work place or of a deterioration of the state of his health, including the manifestation of symptoms of an acute occupational illness (poisoning);

to undergo mandatory preliminary (when beginning work) and periodic (during labour activity) medical examinations (tests), and also undergo unscheduled medical examinations (checkups) on the instructions of the employer in the cases mentioned in the present Code and other federal laws.

Article 215. The Compliance of Industrial Facilities and Products with State Labour Protection Normative Requirements

Machinery, mechanisms and other industrial equipment, vehicles, technological processes, materials and chemicals, individual and collective means of protection for employees, including if foreign-made, shall meet state labour protection normative requirements and they shall have a declaration of conformity and/or a certificate of conformity.

Technical re-equipment of production facilities, manufacture and introduction of new machinery, introduction of new technologies without having opinions of the state expert examination of labour conditions as to the compliance of the machinery, mechanisms and other production equipment, as well as of engineering procedures, with the requirements for labour protection shall be forbidden.

The compliance of projects of construction, reconstruction and overhaul of production facilities with the labour protection requirements shall be assessed by way of holding a state expert examination of project documentation and exercising governmental building supervision in compliance with the legislation on town-planning activity.

Newly-constructed or re-constructed industrial facilities shall not be commissioned without statements from the relevant federal executive governmental bodies charged with the functions of control and supervision in the established area of activity.

The industrial use of the following is prohibited: harmful or hazardous substances, materials, products, goods, and also the provision of services for which no metrological control methodologies and facilities have been elaborated, and no toxicological (sanitary-hygienic and medical-biological) evaluation has been completed.

If an employer uses new harmful or hazardous substances or harmful or hazardous substances which he has never previously used then the employer, prior to starting to use them, shall prepare measures for preserving the life and health of employees and secure approval for them from the relevant federal executive governmental bodies charged with the functions of control and supervision in the established area of activity.

Chapter 35. The Organisation of Labour Protection

Article 216. State Administration of Labour Protection

State administration of labour protection shall be accomplished by the Russian Federation Government directly or at its instruction by the federal executive body exercising the functions of the elaboration of state policy and normative legal regulation in the labour area and also by other federal executive government bodies within the scope of their powers.

Federal executive government bodies that have been afforded the right to perform individual functions of standard legal regulation and special authorization, supervisory, and monitoring functions in the field of labour protection shall be obligated to harmonize the decisions made by them in the field of labour protection and to coordinate their activity with the federal executive body exercising the functions of normative legal regulation in the labour area.

State administration of labour protection on the territories of Russian Federal entities shall be accomplished by federal executive government bodies and executive government bodies of Russian Federal entities in the field of labour protection to the extent of their authority. Certain powers of state administration of labour protection may be conferred on local self-government bodies in the procedure and on the terms defined by federal laws and laws of subjects of the Russian Federation.

Article 216.1. A State Expert Examination of Working Conditions

A state expert examination of working conditions shall be carried out by the federal executive governmental body empowered to exercise state supervision and control over the observance of the labour legislation and other normative legal acts containing labour law norms, and by the executive governmental bodies of subjects of the Russian Federation charged with labour protection matters in the procedure established by the Government of the Russian Federation.

A state expert examination of working conditions shall be carried out to assess:

the quality of attestation of jobs in terms of working conditions;

the correctness of granting employees compensation for heavy work, for work in harmful and/or hazardous working conditions;

the compliance of designs/projects for the construction, reconstruction, re-equipping of industrial facilities, manufacturing and commercialising new machinery, commercialising new technologies with state labour protection normative requirements;

the actual conditions of employees' work, in particular in the period immediately preceding an accident at work.

A state expert examination of working conditions shall be carried out on the basis of courts' rulings, applications of executive governmental bodies, employers, associations of employers, employees, trade unions, associations thereof, other representative bodies empowered by employees and bodies of the Social Insurance Fund of the Russian Federation.

The persons who carry out a state expert examination of working conditions shall be entitled to:

visit any employers (being organisations, irrespective of the organisational legal form or the form of ownership thereof, and also employers being natural persons) for the purpose of examination in the procedure established by federal laws and other normative acts of the Russian Federation without hindrance if they hold identity cards of the established design;

request and receive for free such documents and other materials as might be required for the expert examination;

conduct appropriate observations, measurements and calculations involving where necessary research (measurement) laboratories accredited in the procedure established by federal laws and other normative acts of the Russian Federation.

The persons who carry out a state expert examination of working conditions shall:

draw up statements according to the results of the expert examination on the compliance/non-compliance of the working conditions with state labour protection normative requirements, and send these statements to a court, executive governmental bodies, employers, associations of employers, employees, trade unions, associations thereof, other representative bodies empowered by employees and to the bodies of the Social Insurance Fund of the Russian Federation;

ensure that the conclusions of the statements be objective and substantiated;

ensure the preservation of the documents and other materials received for examination purposes, and observe the confidential nature of the information contained therein.

Article 217. The Labour Protection Service of an Organisation

In the interests of ensuring observance of the labour protection requirements and monitoring their fulfillment, each employer performing production activity with a contingent of more than 50 employees shall establish a labour protection service or introduce the position of a labour protection specialist possessing appropriate training or work experience in the field.

An employer having up to 50 employees shall adopt a decision on setting up a labour protection service or the position of labour protection specialist with due regard to the specific nature of the employer's production activity.

If an employer has neither a labour protection service nor a labour protection specialist who is a member of staff then the functions thereof shall be carried out by the employer being an individual entrepreneur (in person), the head of the organisation, or another employee empowered by the employer or an organisation or specialist that provides labour protection services that is recruited by the employer under a civil-law contract. Organisations that provide labour protection services are subject to mandatory accreditation. A list of the services which require accreditation and the accreditation rules shall be established by the federal executive governmental body charged with elaborating state policy and exercising normative legal regulation in the area of labour.

The structure of a labour protection service in an organisation and the number of employees of a labour protection service shall be determined by an employer, taking into account the recommendations of the federal executive body exercising the functions of normative legal regulation in the labour area.

Article 218. Labour Protection Committees (Commissions)

An employer and/or employees or their representative body initiate the formation of labour protection committees (commissions). Representatives of the employer and representatives of the elected body of the primary trade union organisation or of another representative body of employees shall be included on a parity basis. The model regulations on a labour protection committee (commission) shall be approved by the federal executive governmental body charged with the functions of elaborating state policy and exercising normative legal regulation in the area of labour.

A labour protection committee (commission) shall organise an employer's and the employees' joint actions to support the labour protection requirements and to prevent workplace injuries and occupational illnesses, and organise the performance of verifications of the condition and protection of labour in work places and the notification of employees regarding the results of said verifications and the collection of proposals relating to the section of a collective contract (agreement) on labour protection.

Chapter 36. Ensuring Employees' Rights to Workplace Safety

Article 219. The Employee's Right to Work in Conditions That Meet Labour Protection Requirements

Every employee shall be entitled to:

a workplace that meets workplace safety requirements;

mandatory social insurance for industrial accidents and work-related illnesses, in accordance with federal law;

receive reliable information from his employer, relevant federal agencies, and public organisations on labour conditions and workplace safety, existing health risks, and also on measures to protect workers from the effects of harmful and/or dangerous occupational factors;

refuse to perform work if there arises a threat to his life or health due to a violation of the workplace safety requirements, except where provided by federal law, until such threat is removed;

be provided with personal and collective protection gear in accordance with workplace safety requirements, at the employer's expense;

receive training in safe work methods and techniques, at the employer's expense;

receive professional training, at the employer's expense, if a job position is terminated due to a violation of workplace safety requirements;

inquire about audits of the labour conditions and safety at his work place that are conducted by the federal executive governmental body empowered to exercise state supervision and control over the observance of the labour legislation and other normative acts containing labour law norms, the other federal executive governmental bodies carrying out the functions of control and supervision in the established area of activity, executive governmental bodies carrying out state expert studies of labour conditions, and by trade union control over the observance of the labour legislation and other acts containing labour law norms;

have recourse to state agencies of the Russian Federation, state agencies of constituent members of the Russian Federation, and local government agencies, to his employer, employers' associations, trade unions and associations thereof, and other worker authorized representative bodies for issues of labour safety;

participate, in person or through a representative, in the examination of issues of ensuring safe working conditions in his workplace, and in the investigation of any industrial accident or work-related illness that he experiences;

special medical examinations (tests) pursuant to medical recommendations, with the right to retain his job position (office) and average wage while undergoing the indicated medical examinations (tests);

the compensations established in accordance with the present Code, a collective agreement, agreement, local normative act, labour contract if he is engaged in heavy work or in working in harmful and/or hazardous working conditions.

The rates of compensations for employees engaged in heavy work or working in harmful and/or hazardous working conditions, and the terms for the provision thereof shall be established in the procedure defined by the Government of the Russian Federation with account taken of the opinion of the Russian Trilateral Commission for Regulating Social Labour Relations.

Higher or additional compensation for heavy work or for working in harmful and/or hazardous working conditions may be established by a collective agreement or local normative act with account taken of the financial and economic situation of the employer.

If safe working conditions are maintained at workplaces as confirmed by the results of job attestation in terms of conditions of work or a statement resulting from a state expert examination of working conditions no compensation shall be established for the employees.

Article 220. Guarantees of Employees' Right to Work in Conditions That Meet Workplace Safety Requirements

The state shall guarantee employees protection of their right to work in conditions that meet workplace safety requirements.

Working conditions stipulated in a labour contract must meet workplace safety requirements.

For the period of the suspension of works in connection with a suspension of the activity or with a temporary prohibition of the activity because of violation of a state normative demand of the labour protection not of the worker's fault, the job (post) and average wage shall be retained for him. For this period the employer may shift the worker with his consent to another job with the remuneration of labour in accordance with the performed work but not lower than his average earnings at the former job.

If an employee refuses to perform work due to a hazard that threatens his life or health (except for the cases envisaged by the present Code and other federal laws), the employer shall be required to provide the worker with other work until such hazard is removed.

If it is objectively impossible to provide the worker with other work, the worker's idle time while awaiting the removal of the hazard to his life or health shall be paid for by the employer in accordance with this Code and other federal laws.

If an employee is not provided with personal and collective protective gear in accordance with established standards, the employer shall not be entitled to require that the worker fulfill his job duties, and shall be required to pay for any resulting idle time in accordance with this Code.

An employee's refusal to perform work due to a hazard that threatens his life or health and results from a violation of workplace safety requirements, or to perform heavy labour or work involving harmful and/or dangerous work conditions that was not stipulated in a labour contract, shall not result in disciplinary action against him.

In the event harm is caused to the life or health of a worker while performing his job duties, compensation for such harm shall be made in accordance with federal law.

In the interests of preventing and eliminating violations of state normative labour protection requirements, the state shall organise and implement state supervision and monitoring of the observance thereof, and shall determine the liability of employers and officials for violations of those requirements.

Article 221. Supplying Employees with Means of Individual Protection

In jobs having harmful and/or hazardous working conditions, and also in jobs with work being performed in special temperature conditions or connected with pollution the following shall be provided free-of-charge to employees: certified special clothes, footwear and other means of individual protection, and also washers and/or decontaminants in accordance with the model rated quantities established in the procedure defined by the Government of the Russian Federation.

With account taken of the opinion of the elected body of the primary trade union organisation or another representative body of employees and his financial and economic situation, an employer is entitled to establish rated quantities for providing special clothes, special footwear and other means of individual protection to employees, such rated quantities improving the protection of the employees from the harmful and/or hazardous factors available at the workplace, and also special temperature conditions or pollution as compared with the model rates.

With his own funds an employer shall in a timely fashion supply special clothes, special footwear and other means of individual protection at the established rates, and shall arrange for the storage, laundering, drying, repairing and replacement thereof.

Article 222. The Distribution of Milk and Therapeutic Foods

On jobs involving hazardous work conditions, workers shall be issued milk or other equivalent food products free of charge, according to established standards. The issuance to workers by the established norms of milk or other equivalent food products by written applications of workers may be replaced with a compensation payment in an amount equivalent to the value of milk or other equivalent food products if that is stipulated by the collective agreement and/or the labour agreement.

On jobs involving especially hazardous work conditions, therapeutic and preventive food products shall be provided free of charge, pursuant to established standards.

The norms and conditions of the gratuitous issuance of milk or other equivalent food products, treatment-and-prophylactic food, the procedure for making the compensation payment stipulated by Part one of this Article, shall be established in the procedure determined by the Government of the Russian Federation, taking into account the opinion of the Russian Tripartite Commission for Regulating the Socio-Labour Relations.

Article 223. Servicing of Employees in the Areas of Sanitation and Therapeutic and Preventive Health Care

In accordance with workplace safety requirements, it shall be the responsibility of the employer to ensure that workers receive services in the areas of basic sanitation and general and preventive health care. For these purposes, the following shall be set up by the employer, pursuant to established standards: washrooms and toilets, lunch rooms, first aid posts, and areas for rest and stress relief during the work day; medical posts shall be set up with first-aid kits containing an assortment of medications and supplies; devices shall be installed to provide workers in hot shops with carbonated salt water, and others.

Employees injured in workplace accidents or suffering from work-related illnesses or other medical complaints, shall be transported to medical organisations or their homes with an employer's motor vehicles or at the employer's expense.

Article 224. Additional Labour Safety Guarantees for Specific Categories of Employees

In cases stipulated by the present Code, other federal laws and other normative legal acts of the Russian Federation, an employer shall be required to: observe limitations established for specific categories of workers on requiring them to perform heavy labour or work with harmful and/or hazardous conditions, work at night, and work overtime; transfer workers in need of lighter work for reasons of health to another job pursuant to a medical finding issued in the procedure established by federal laws and other normative legal acts of the Russian Federation, with appropriate compensation; schedule rest breaks, to be included in work time; arrange working conditions for disabled persons in coordination with their individual rehabilitation programs; and carry out other measures.

Article 225. Instruction and Professional Training in the Area of Workplace Safety

All employees, including the heads of originations, and also employers being individual entrepreneurs shall undergo training in labour protection and an examination of their knowledge of labour protection requirements in the procedure established by the Government of the Russian Federation with account taken of the opinion of the Russian Trilateral Commission for Regulating Social-Labour Relations.

The employer or person authorized by him shall be required to conduct workplace safety training for new workers and those being transferred to new jobs, and to arrange training in safe methods and techniques for performing their work and rendering first aid to injured persons.

The employer shall provide training for persons hired to positions involving harmful and/or dangerous work conditions and instruct them in safe methods and techniques for performing their work, including an on-the-job training period, examinations, periodic training in workplace safety, and testing of their knowledge of workplace safety requirements throughout their period of employment.

The state shall assist in arranging workplace safety instruction in educational institutions of general elementary, general basic, and general secondary (complete) education, as well as elementary vocational, secondary vocational, higher vocational, and post-collegiate vocational education.

The state shall provide vocational training of specialists in workplace safety in educational institutions of secondary vocational and higher vocational education.

Article 226. Financing of Measures to Improve Working Conditions and Safety

Measures to improve working conditions and safety shall be financed using resources of the federal budget, budgets of constituent members of the Russian Federation, local budgets, and extra-budgetary sources, following procedures established by federal laws and other normative legal acts of the Russian Federation, laws and other normative legal acts of subjects of the Russian Federation, normative legal acts of local government agencies.

The financing of measures for improving working conditions and labour protection may take place in particular at the expense of voluntary contributions of organisations and natural persons.

The financing of measures for improving conditions of work and labour protection by employers (except for state unitary enterprises and federal institutions) shall be effectuated at a rate of at least 0.2 per cent of the sum of expenses for the manufacture/performance of products (works, services).

Labour safety funds may be created, in accordance with federal laws and other normative legal acts of the Russian Federation, laws and other normative legal acts of subjects of the Russian Federation and normative legal acts of local self-government bodies, in the branches of the economy, constituent members of the Russian Federation, the territories, and also at employers.

Employees shall not be responsible for expenditures on financing measures to improve working conditions and safety.

Article 227. Accidents Subject to Investigation and Recording

In accordance with the present chapter the following are subject to investigation and recording: accidents involving employees and other persons who take part in the production activity of an employer (including persons subject to mandatory social insurance against industrial accidents and occupational diseases) when they execute their labour duties or when they perform any work on the instructions of the employer (or a representative thereof) and also when they commit other lawful actions determined by labour relations with the employer or accomplished in the interests of the employer.

Apart from employees who execute their duties under a labour contract the following persons are in particular deemed persons involved in the production activity of an employer:

employees and other persons who undergo vocational/professional training or re-training under an apprenticeship contract;

students and pupils of educational institutions of all types who undergo practical training;

persons suffering from mental disorders who take part in production work at production health-treatment enterprises for the purpose of labour therapy according to medical recommendations;

persons sentenced to imprisonment and made to work;

persons who are made to carry out communal works in the established procedure;

members of production cooperatives and members of peasants' (farmers') farms who participate in person in the activities thereof.

The following shall be subject to investigation as accidents in the established procedure: events resulting in bodily harm (injuries) including these inflicted by other persons; heat stroke; burns; chilblains; drowning; electrocution; lightning strike; radiation exposure; bites and other bodily harm inflicted by animals and insects; damage due to explosions and accidents/breakdowns, the demolition of buildings, installations and structures, natural calamities and other extraordinary circumstances, other injury to health due to external factors which has caused the need for transferring the victim to another job, a temporary or persistent lack of ability to work or death of the victims if the said occurrences took place:

during working hours on the territory of the employer or in another place where work was carried out, including, during established breaks and also during the time required for setting up and stowing of production tools and clothing, and for carrying out other actions envisaged by in-house employee rules before the commencement and after the termination of work or during the performance of work outside the working hours established for the employee, on days-off and public holidays;

while travelling to the place where work is performed or back by a vehicle provided by the employer (by a representative of the employer) or by personal vehicle if the personal vehicle is used for production (service) purposes on the instructions of the employer (of a representative of the employer) or by agreement of the parties to a labour contract;

while travelling to the destination of a business trip and back, during service travels by a public transport vehicle or by a service vehicle, and also while travelling on the instructions of the employer (of a representative of the employer) to the place where work is performed (where instructions are implemented) and back, including, on foot;

while travelling by a vehicle as a shift man during an inter-shift leisure period (a shift driver of a vehicle, conductor or mechanic of a train refrigerator car, a member of the team of a train post car etc.);

when work is performed by the long-shift method during an intershift leisure period, and also while staying aboard a craft/vessel (air, sea or river) during an off-watch and off-duty period;

while committing other lawful actions stipulated by labour relationships with the employer or committed for the interests of the employer, including, those aimed at preventing a catastrophe, disaster or accident.

Also the following are subject to investigation in the established procedure as accidents: the events mentioned in Part 3 of the present Article if they occur to persons who are recruited in the established procedure to take part in the work of preventing a catastrophe, disaster or other extraordinary circumstances or in the work of elimination of the aftermath thereof.

Article 228. Employer's Duties in the Case of an Accident

In the event of the accidents specified in Article 227 of the present Code an employer (a representative thereof) shall:

immediately arrange for first aid to be provided to the victim, and if necessary for the victim to be carried to a medical organisation;

take expedient measures for preventing the development of the accident or other extraordinary situation and the effects of harmful factors on other persons;

keep things of the site just as they were at the time of the accident until the beginning of investigation, unless this poses a threat to the life and health of other persons or would lead to a catastrophe, disaster or the emergence of other extraordinary circumstances, or if they cannot be kept in place, shall record the situation as it was (by drawing layouts, taking photographic pictures or shooting video etc.);

immediately inform the bodies and organisations specified in the present Code, other federal laws and other normative legal acts of the Russian Federation about the accident, and also relatives of the victim in the event of a grave accident or an accident resulting in death;

take the other necessary measures for organising and implementing an appropriate and timely investigation of the accident and for drawing up investigation materials in accordance with the present Chapter.

Article 228.1. Procedure for Notification of an Accident

In the event of a group accident (two persons and more), a grave accident or an accident resulting in death an employer (a representative thereof) shall within 24 hours send a notice drawn up in the established form to:

the relevant state labour inspectorate;

the procurator's office in the area where the accident occurred;

an executive governmental body of the subject of the Russian Federation and/or local self-government body at the place of state registration of the legal entity or natural person as an individual entrepreneur;

the employer that sent the employee who suffered the accident;

the territorial body of the relevant federal executive governmental body charged with the functions of control and supervision in the established area of activity if the accident has taken place in an organisation or at a site/installation which is under the jurisdiction of that body;

the executive body of the insurer dealing with matters of mandatory social insurance against industrial accidents and occupational diseases (at the place of the employer's registration as an insured).

In the event of a group accident, a grave accident or an accident resulting in death the employer (a representative of the employer) shall within 24 hours also send a notice drawn up in the established form to the relevant territorial association of organisations of trade unions.

Where an accident takes place on a navigating vessel (irrespective of the jurisdiction (industry) to which it belongs) the captain of the vessel shall immediately notify the employer (ship-owner), or if the vessel is navigating abroad, also the relevant consulate of the Russian Federation.

Having received the message about a group accident, a grave accident or an accident resulting in death that has occurred aboard a vessel the employer (ship-owner) shall within 24 hours send a notice drawn up in the established form to:

the relevant state labour inspectorate;

the relevant procurator's office at the place where the vessel is registered;

the federal executive governmental body charged with the functions of control and supervision in the area of atomic energy safety if the accident took place on a nuclear power plant of the vessel or in the event of carriage of nuclear materials, radioactive substances and waste;

the relevant territorial association of organisations of trade unions;

the executive body of the insurer dealing with matters of mandatory social insurance against industrial accidents and occupational diseases (at the place of the employer's registration as an insured).

About accidents which over time have passed into the category of grave accidents or accidents resulting in death, an employer (a representative thereof) shall within three days after the receipt of information about this send a notice drawn up in the established form to the relevant state labour inspectorate, territorial association of organisations of trade unions and territorial body of the relevant federal executive governmental body charged with the functions of control and supervision in the established area of activity if the accident occurred at an organisation or at a site/installation which is under the jurisdiction of that body, and about insured accidents to the executive body of the insurer (at the place of registration of the employer as an insured).

About cases of acute poisoning an employer (a representative thereof) shall notify the relevant body of the federal executive governmental body charged with the functions of control and supervision in the area of the sanitary-epidemiological welfare of the population.

Article 229. Procedure for Setting Up Accident Investigation Commissions

For the purpose of investigating an accident an employer (a representative thereof) shall immediately set up a commission composed of at least three persons. It should include a labour protection specialist or a person appointed as responsible for the organisation of labour protection measures by an order (instructions) of the employer, representatives of the employer, representatives of the elected body of the primary trade union organisation or of the other representative body of employees empowered in the field of labour protection. The commission shall be chaired by the employer (a representative thereof), and in the cases envisaged by the present Code, by an official of the relevant federal executive governmental body charged with the functions of control and supervision in the established area of activity.

In the event of an investigation of an accident (including a group accident) that has caused grave bodily harm to one or several injured persons or an accident (including a group accident) that has caused death the commission shall also include a state labour inspector, representatives of an executive governmental body of the subject of the Russian Federation or a local self-government body (by agreement), a representative of a territorial association of organisations of trade unions, and also in the investigation of an accident where insured persons are involved representatives of the executive body of the insurer (at the place of registration of the employer as an insured). As a rule, the commission is chaired by an official of the federal executive governmental body empowered to exercise state supervision and control over the observance of the labour legislation and other normative legal acts containing norms of labour law.

Except as otherwise envisaged by the present Code, the composition of the commission shall be approved by an order (instructions) of the employer. The persons directly responsible for ensuring the observance of labour protection provisions in the area (site) where the accident has taken place shall not sit on the commission.

Where the subject matter of an investigation is an accident at an employer being a natural person the following persons shall take part in the investigation: the employer or his empowered representative, an empowered representative of the victim, a labour protection specialist who may be invited to investigate the accident under a contract.

An accident that occurred to a person who has been sent to another employer to perform work and who has taken part in that employer's production activity shall be investigated by a commission formed by the employer at which the accident took place. The commission shall include a representative of the employer that sent the person. The failure to appear or a late appearance of said representative shall not be deemed grounds for changing the term for completion of the investigation.

An accident that occurred to a person who was carrying out a work on the territory of another employer shall be investigated by a commission set up by the employer (a representative thereof) on whose instructions the work was performed, with the participation if necessary of the employer (a representative thereof) that holds this territory by the right of ownership, possession or use (including lease) or on other grounds.

An accident that occurred to a person who was carrying out work on the instructions of an employer (a representative thereof) on the grounds of another employer that have been allocated in the established procedure shall be investigated by a commission set up by the employer performing the work, with the compulsory participation of a representative of the employer on whose territory the work was performed.

An accident that occurred to a person when he was carrying out work at his other job shall be investigated and recorded at the combined job. In this case the employer (a representative thereof) that conducted the investigation may inform, with the employee's consent in writing, the employee's main employer about the results of the investigation.

An investigation of an accident caused by a catastrophe, accident or another damage of a vehicle shall be carried out by a commission set up and chaired by the employer (a representative thereof) involving the compulsory use of materials of the investigation of the catastrophe, accident or another damage of the vehicle completed by the relevant federal executive governmental body charged with the functions of control and supervision in the established area of activity, inquiry bodies, investigation bodies and the owner of the vehicle.

Each victim, and also his/her lawful representative or another empowered representative has a right to take part in person in the investigation of an accident in which the victim was involved.

At the victim's request or in the event of the victim's death, at the request of his/her dependents or the persons who were close relatives of the victim or in-law relatives, their lawful representative or another empowered representative may take part in the investigation of the accident. If no lawful representative or another empowered representative takes part in the investigation the employer (a representative thereof) or the chairman of the commission shall let a lawful representative or another empowered representative read the materials of the case at the request thereof.

If an accident is caused by disorders in work affecting nuclear, radiation and technical safety at atomic energy facilities then the commission shall include a representative of the territorial body of the federal executive governmental body charged with the functions of control and supervision in the area of atomic energy safety.

In the event of an accident that has occurred in an organisation or at a facility which is under the jurisdiction of a territorial body of the federal executive governmental body charged with the functions of control and supervision in the area of industrial safety, the composition of the commission shall be confirmed by the head of the territorial body. The commission shall be chaired by a representative of the body.

In the event of a group accident involving the death of five or more persons the composition of the commission shall also include representatives of the federal executive governmental body empowered to exercise state supervision and control over the observance of the labour legislation and other normative legal acts containing labour law norms, and an all-Russian association of trade unions. The commission shall be chaired by the head of the state labour inspectorate - chief state labour inspector of the relevant state labour inspectorate or a deputy thereof responsible for labour protection, and in an investigation of an accident that has occurred in an organisation or at a facility under the jurisdiction of a territorial body of the federal executive governmental body charged with the functions of control and supervision in the area of industrial safety, the head of this territorial body.

Article 229.1. The Term for Completion of an Investigation of an Accident

An investigation of an accident (including a group accident) that has caused light bodily harm to one or several injured persons shall be completed by a commission within three days. An investigation of an accident (including a group accident) that has caused grave damage to the health of one or several injured persons or of an accident (including a group accident) that has caused death shall be completed by a commission within 15 days.

An accident about which no information has been provided at the proper to the employer or which has resulted in the disability of an injured person, such disability having manifested itself later, shall be investigated in the procedure established by the present Code, other federal laws and other normative legal acts of the Russian Federation at an application filed by the injured person or his empowered representative within one month after receipt of the said application.

If it is necessary to carry out an additional verification of the circumstances of an accident, to obtain relevant medical and other statements/certificates the terms specified in the present Article may be extended by the chairman of the commission by up to 15 days. If an investigation of an accident cannot be completed within the established term due to the need for consideration of its circumstances by organisations that carry out expert examinations, inquiry bodies, investigation bodies or a court then a decision on extending the term for the investigation of the accident shall be taken by agreement with these organisations and bodies or with account being taken of their decisions.

Article 229.2. Accident Investigation Procedure

While investigating each accident the commission (the state labour inspector who carries out the investigation of an accident in the cases envisaged by the present Code) shall find and question the witnesses to the accident and the persons who have violated labour protection requirements, obtain the necessary information from the employer (a representative thereof), and if possible explanations from the victim.

At the commission's request when it is required for investigation purposes the employer shall arrange for the following at his own expense:

carrying out technical calculations, laboratory examination, testing and other expert works and recruiting expert specialists for these purposes;

making photographic pictures and/or shooting video footage of the site of the accident and the damaged objects, drawing up layouts, sketches and schemes;

providing vehicles, service premises, communication facilities, special clothes, special footwear and other means of individual protection.

Below are the materials of investigation of an accident:

an order (instructions) on setting up a commission for investigating the accident;

layouts, sketches, schemes, report on inspection of the site of the accident, and where necessary photographic and video materials;

documents characterising the state of the workplace, the presence of hazardous and harmful production factors;

excerpts from log-books for recording labour protection briefings and the minutes of examination of victims' knowledge of labour protection requirements;

the minutes of questioning of the witnesses to the accident and officials, and also explanations of victims;

expert statements of specialists, the results of technical calculations, laboratory examinations and testing;

a medical certificate on the nature and degree of gravity of the damage inflicted on the health of the victim or the cause of death thereof, the victim's being in the state of alcoholic, narcotic or another intoxication at the time of the accident;

copies of documents confirming that special clothes, special footwear and other means of individual protection were issued to the victim in keeping with the effective regulations;

excepts from the prescriptions issued earlier by state labour inspectors and officials of a territorial body of the relevant federal executive governmental body charged with the functions of control and supervision in the established area of activity to the employer concerning the subject matter of the investigation (if the accident took place in an organisation or at an installation/site which is under the jurisdiction of the body), and also excerpts from representations of trade union labour inspectors concerning the elimination of the breaches of labour protection provisions that have been discovered;

other documents at the commission's discretion.

A specific list of investigation materials shall be determined by the chairman of the commission depending on the nature and circumstances of the accident.

On the basis of the investigation materials gathered the commission (the state labour inspector who investigate the accident on his own in the cases envisaged by the present Code) shall establish the circumstances and causes of the accident as well as the persons which have violated labour protection provisions, and it/he/she shall elaborate proposals for eliminating the irregularities discovered, the causes of the accident and for preventing similar accidents, determine if the actions (omissions) of the victim at the time of the accident were stipulated by labour relationships with the employer or by participation in the employer's labour activity, and where necessary shall decide which employer has to record the accident, shall identify the accident as an industrial accident or as a non-job related accident.

The following shall be investigated in the established procedure and shall be classed as non-job related accidents by a decision of a commission (of the state labour inspector who has investigated an accident on his own in the cases envisaged by the present Code) depending on the specific circumstances:

death due to a general disease or suicide as confirmed in the established procedure by a medical organisation, investigation bodies or a court respectively;

death or damage to health for which the only cause was alcoholic, narcotic or another intoxication (poisoning) of the victim not related to breaches of a technological process using technical alcohols, flavouring, narcotic and other toxic substances according to a statement of a medical organisation;

an accident that took place when the victim committed actions (omissions) which are classified by law-enforcement bodies as a criminal offence.

An industrial accident is deemed an insured accident if it has occurred to an insured person or to another person subject to mandatory social insurance against industrial accidents and occupational diseases.

If during the investigation of an accident involving an insured person it is established that the recklessness of the insured person contributed to the occurrence or enhancing of the harm inflicted to his health then with account taken of the statement of the elected body of the primary trade union organisation or the other body empowered by employees the commission (the state labour inspector who is carrying out the investigation of the accident on his own in the cases envisaged by the present Code) shall establish the degree of the insured person's fault in percentage points.

Cases of acute poisoning or radiation exposure that has exceeded the established rates shall be investigated in the procedure established by the Government of the Russian Federation.

The regulations on the details of investigation of accidents at work in specific industries and organisations and the forms of the documents required for accident investigation purposes shall be approved in the procedure established by the Government of the Russian Federation.

Article 229.3. Investigation of Accidents by State Labour Inspectors

When a concealed accident is detected, a complaint, application or another representation is received from an injured person (a legal representative or another empowered representative thereof), from a dependent of a person who died as a result of an accident or from a person who is a close relative or an in-law relative thereof (a legal representative or another empowered representative thereof) stating their disagreement with the conclusions of an accident investigation commission, and also when information is received that objectively testifies to a breach of the investigation procedure a state labour inspector shall carry out an additional investigation of the accident in keeping with the provisions of the present chapter, with no regard to a statute of limitation period. As a rule the additional investigation involves the participation of a trade union labour inspector, and where necessary, representatives of the relevant federal executive governmental body charged with the functions of control and supervision in the established area of activity and the executive body of the insurer (at the place of registration of the employer as an insured). According to the results of the additional investigation the state labour inspector shall draw up a statement on the industrial accident and issue a prescription binding on the employer (a representative thereof).

The state labour inspector is entitled to obligate the employer (a representative thereof) to draw up a new report on the industrial accident if the existing report has been drawn up inappropriately or if it does not correspond to the accident investigation materials. In this case the previous report on the industrial accident shall be deemed no longer effective by a decision of the employer (a representative thereof) or the state labour inspector.

Article 230. Procedure for Drawing Up Accident Investigation Materials

For each accident which is classified as the result of an investigation as an industrial accident and which has caused the need for an injured person to be transferred to another job according to a medical certificate issued in the procedure established by federal laws and other normative legal acts of the Russian Federation or has caused the loss of the working ability of an injured person for a term of one day and more or the death of an injured person a report on the industrial accident shall be drawn up according to the established form in duplicate, each copy having the same legal effect, in Russian or in Russian and in the state language of the republic incorporated into the Russian Federation.

For a group industrial accident, a report on the industrial accident shall be drawn up separately for each injured person.

For an industrial accident involving an insured person an additional copy of a report on the industrial accident shall be made.

A report on an industrial accident shall comprise a detailed description of the circumstances and causes of the accident, and reference to the persons who violated labour protection requirements. If it is discovered that an insured person has acted in reckless manner which contributed to the occurrence of the harm or enhancement of the harm inflicted to his/her health then the report shall contain an indication of the degree of the insured person's fault in percentage points as established according to the results of investigation of the industrial accident.

After completion of the investigation the report on the industrial accident shall be signed by all the persons who participated in the investigation and approved by the employer (a representative thereof), with a stamp being affixed thereto.

The employer (a representative thereof), within three days after the completion of the investigation of the industrial accident, shall present one copy of the report on the industrial accident to the injured person (a legal representative or another empowered representative thereof) or in the event of an accident on the job causing death, to dependents of the deceased or to persons who were his/her close relatives or in-law relatives (a legal representative or another empowered representative thereof) at their request. The second copy of said report together with investigation materials shall be preserved for 45 years by the employer (a representative thereof) responsible under a decision of the commission for recording this industrial accident. In insured accidents the third copy of the report on the industrial accident and copies of investigation materials shall be sent by the employer (a representative thereof) to the insurer's executive body (at the place of registration of the employer as an insured).

For an industrial accident that occurred to a person who had been sent to another employer to carry out work and who took part in the employer's production activity (Part 5 of Article 229 of the present Code) the employer (a representative thereof) at which the accident took place shall send a copy of the report on the industrial accident and copies of investigation materials to the main employer (the main place of study or service) of the injured person.

According to the results of an investigation of an accident identified as a non-job related accident, including a group accident, a grave accident or an accident causing death the commission (the state labour inspector who investigated the accident on his own in the cases envisaged by the present Code) shall draw up a report on the investigation of the accident in duplicate according to the established form, each copy having the same legal effect and being signed by all the persons who carried out the investigation.

The results of the investigation of the industrial accident shall be considered by the employer (a representative thereof) with the participation of the elected body of the primary trade union organisation so that measures be taken to prevent industrial accidents.

Article 230.1. Procedure for Registering and Recording Industrial Accidents

Each industrial accident formally recognised in the established procedure shall be registered by the employer (a representative thereof) responsible for recording it under a decision of the commission (the state labour inspector who investigated the industrial accident in the cases envisaged by the present Code) in the log-book intended for registration of industrial accidents according to the established form.

One copy of a report on the investigation of a group industrial accident, a grave industrial accident or an industrial accident causing death together with copies of investigation materials, including copies of the report on the industrial accident for each injured person shall be sent by the chairman of the commission (by the state labour inspector who investigated the accident on his own in the cases envisaged by the present Code), within three days after being presented to the employer, to the procurator's office which has been informed of this accident. The second copy of the report together with investigation materials shall be preserved for 45 years by the employer at which the accident occurred. Copies of said report together with copies of investigation materials shall be sent to the relevant state labour inspectorate and the territorial body of the relevant federal executive governmental body charged with the functions of control and supervision in the established area of activity for industrial accidents which occurred at organisations or at installations/sites which are under the jurisdiction of that body, or for an insured accident, also to the insurer's executive body (at the place of registration of the employer as an insured).

Copies of reports on the investigation of industrial accidents (including group accidents) causing grave bodily harm to one or several injured persons or industrial accidents (including group accidents) causing death, together with copies of reports on the industrial accident for each injured person shall be sent by the chairman of the commission (by the state labour inspector who investigated the industrial accident in the cases envisaged by the present Code) to the federal executive governmental body empowered to exercise state supervision and control over the observance of the labour legislation and other normative legal acts containing labour law norms, and to the relevant territorial association of organisations of trade unions for the purpose of analysing the state and causes of industrial injuries in the Russian Federation and of elaborating proposals for the prevention thereof.

Upon the expiry of the injured person's temporary disability term the employer (a representative thereof) shall send to the relevant labour inspectorate, and where necessary to the territorial body of the relevant federal executive governmental body charged with the functions of control and supervision in the established area of activity, a message drawn up in the established form on the consequences of the industrial accident and the measures taken for preventing industrial accidents.

Article 231. Considering Disagreements Concerning the Investigation, Formal Recognition and Recording of Accidents

Disagreements concerning issues of investigation, formal recognition and recording of accidents, the non-recognition of an accident by an employer (a representative thereof), a refusal to conduct an investigation of an accident and to draw up a relevant report, the disagreement of an injured person (a legal representative or another empowered representative thereof), or in the event of an accident causing death, of dependents of a person who died as a result of an accident or persons who were close relatives or in-law relatives thereof (their legal representative or another empowered representative), with the content of a report on the accident shall be considered by the federal executive governmental body empowered to exercise state supervision and control over the observance of the labour legislation and other normative legal acts containing labour law norms, and by its territorial bodies whose decisions are subject to appeal in court. In these cases the filing of a complaint shall not be deemed grounds for default by the employer (a representative thereof) in implementing the decisions of a state labour inspector.

Section XI. Material Liability of Parties to a Labour Contract

Chapter 37. General Provisions

Article 232. Obligation of a Party to an Labour Contract to Make Restitution for Damage It Causes to the Other Party

A party to a labour contract (employer or employee) that has caused damage to the other party shall make restitution for such damage in accordance with this Code and other federal laws.

The material liability of the parties to a labour contract may be specified in that contract or in agreements made in written form and appended to it. In so doing, the employer's contractual responsibility to a worker may be no less, and an employee's responsibility to an employer no more than is provided by this Code or other federal laws.

The cancellation of a labour contract following damage shall not release a party thereto from material liability as provided by this Code or other federal laws.

Article 233. Conditions under Which Material Liability of a Party to a Labour Contract Ensues

Material liability of a party to a labour contract shall ensue for damage it causes to another party to that contract as a result of its culpable unlawful behavior (through action or inaction), unless otherwise stipulated by this Code or other federal laws. Each party to a labour contract shall be required to provide proof of the amount of damage it has incurred.

Chapter 38. Material Liability of an Employer to a Worker

Article 234. Employer's Obligation to Compensate a Worker for Material Damage Caused as a Result of the Latter's Being Unlawfully Denied the Opportunity to Work

An employer shall be obliged to compensate a worker for wages not received by the worker in cases where the latter was unlawfully denied the opportunity to work. In particular, this obligation shall ensure if wages were not received due to:

- the worker's being unlawfully removed from work, fired, or transferred to another job;
- the employer's refusal to execute, or delayed execution of a ruling made by a labour dispute review body or a state labour law inspector ordering the worker's reinstatement to his former position;
- a delay by the employer in releasing the worker's employment record book to him, or entries made in the employment record book that include reasons for the worker's termination that are incorrectly worded or worded in a way not allowed by law.

Article 235. Material Liability of an Employer for Damage Caused to a Worker's Property

An employer who causes damage to a worker's property shall provide full compensation for that damage. The amount of damage shall be calculated according to market prices in effect in the given locality on the day the damage was incurred.

Damage may be compensated in kind, with the worker's consent.

The worker shall send a petition for restitution of damage to the employer. The employer shall be required to consider the petition and make a corresponding decision within ten days from the day it was received. If the worker does not agree with the employer's decision or does not receive a response within the established period, the worker shall be entitled to take the matter to court.

Article 236. Material Liability of an Employer for Delay in Payment of Wages and Other Disbursements Payable to the Employee

If an employer delays the established date of disbursement for the payment of wages, paid vacation time, severance pay, or other payments due to a worker, the employer shall be required to pay them to the worker. Such payments shall include interest (monetary compensation) on all amounts not disbursed on time, in an amount not less than one threehundredth of the then-current refinancing rate of the Central Bank of the Russian Federation for each day of delay, from the day following the scheduled day of payment to the day when settlement was actually made, inclusively. The amount of monetary compensation paid to a worker may be increased by a collective negotiations agreement or labour contract. The duty to pay the said monetary compensation emerges regardless of the employer's fault.

Article 237. Compensation for Psychological Damage Caused to an Employee

Monetary compensation shall be paid to a worker for psychological damage he suffers due to an employer's unlawful actions or inaction, in amounts to be determined by the parties to a labour contract.

In the event a dispute should arise, the fact of psychological damage suffered by a worker and the amount of compensation due him shall be determined by a court, independently of any property damage subject to restitution.

Chapter 39. Material Liability of the Worker

Article 238. Material Liability of a Worker for Damage Caused to His Employer

A worker shall be required to compensate his employer for direct actual damage incurred by the latter. Unpaid income (lost profits) may not be exacted from the worker.

Direct actual damage shall be understood to mean actual reduction of the employer's personal property or deterioration of the condition of such property (including property of third parties that is in the employer's possession, if the employer is responsible for safeguarding it), and also expenditures or excess payments on the part of the employer that become necessary in order to purchase, restore the property or compensate for the damage inflicted by the employee on third persons.

Article 239. Circumstances Exempting a Worker from Material Liability

A worker shall be exempt from material liability in cases where damage is a result of force majeure, normal business risk, extreme necessity or necessary defense, or a failure by the employer to fulfill his duty to provide proper conditions for the preservation of property entrusted to the worker.

Article 240. Employer's Right to Waive Recovery of Damage from a Worker

An employer shall be entitled, in consideration of the specific circumstances under which damage was caused, to fully or partially waive recovery of damages from the culpable worker. The owner of organisation's property may impose a limit on the said right of the employer in the cases envisaged by federal laws, other normative legal acts of the Russian Federation, laws and other normative legal acts of subjects of the Russian Federation, normative legal acts of local self-government bodies and the constitutive documents of the organisation.

Article 241. Limits on a Worker's Material Liability

A worker shall bear material liability for damage caused, within the limits of his average monthly wage, unless otherwise stipulated in this Code or other federal laws.

Article 242. Full Material Liability of a Worker

A worker's full material liability shall consist of his obligation to fully reimburse direct actual damage caused to the employer.

A worker may be charged with material liability in full only where so provided in this Code or other federal laws.

Workers under the age of eighteen shall bear full material liability only for damage inflicted maliciously, that caused while under the influence of alcohol, narcotics, or another toxic substances, and also for damage resulting from the commission of a crime or administrative offense.

Article 243. Instances of Full Material Liability

A worker shall be charged with material liability for damage in full in instances:

1) where, in accordance with this Code or other federal laws, material liability in full is placed upon a worker for damage inflicted upon an employer while the worker was performing his job duties;

2) of a shortage of valuables that were entrusted to him on the basis of a special written agreement or received by him under a document issued for one occasion;

3) where damage was caused maliciously;

4) where damage was caused while under the influence of alcohol, narcotics, or another toxic substances;

5) where damage was caused as a result of the worker's criminal actions as established by a court sentence;

6) where damage was caused as a result of an administrative offense, if this is established by the corresponding state body;

7) where information containing a legally protected secret (state, official, commercial, or other secret) was disclosed, in those instances provided for by federal laws;

8) where damage was caused when the worker was not performing his job duties.

Material liability in full for damage caused to an employer may be established by a labour contract made with the deputy head of the organisation, or chief accountant.

Article 244. Written Agreements on Full Material Liability of Employees

Written agreements on full material liability of individuals or collectives (teams) (Item 2 of Part 1 of Article 243 of the present Code), that is, on the reimbursement for damage to the employer in full for shortages of property that was entrusted to workers, may be concluded with workers who are over the age of eighteen and are directly involved in servicing or utilizing monetary or valuables or other property.

A list of jobs and categories of workers with whom the indicated agreements may be made, and also model blank forms for those agreements, shall be approved following the procedure established by the Government of the Russian Federation.

Article 245. Full Material Liability of Individuals or Collectives for Damage

When workers jointly perform specific types of work associated with the storage, processing, sale (release), transportation, utilization, or other use of valuables given to them, and it is impossible to delimit

the liability of each worker for the damage and enter into an agreement for the restitution of damage in full, collective liability may be introduced.

A written agreement on collective material liability for damage shall be entered by the employer and all members of the collective.

Under an agreement on collective material liability, valuables shall be entrusted to a group of persons determined in advance, which are charged with full material liability for any shortage thereof. In order to be exempted from material liability a member of the collective must prove his lack of culpability.

If damages are paid voluntarily, the degree of culpability of each member of the collective shall be determined by agreement among all members of the collective and the employer. When damages are imposed through a judicial proceeding, the degree of culpability of each member of the collective shall be determined by the court.

Article 246. Determining the Amount of Damage

The amount of damage inflicted on an employer through property loss and spoilage shall be determined on the basis of actual losses, calculated using the prevailing market prices in a given locality on the day the damage was incurred, but not less than the property's value according to accounting data, with consideration given to the degree of wear and tear of the property.

A special procedure may be established by federal law for determining the amount of damage that is subject to compensation to an employer in cases of theft, intentional spoilage, and shortages or losses of specific types of property and other valuables, and also in cases where the actual amount of damage exceeds its face value.

Article 247. Obligation of an Employer to Establish the Amount of Damage Suffered by Him and Its Cause

Before making a decision on restitution for damage by specific workers, an employer shall be required to conduct an audit to establish the amount of damage suffered by him and its causes. In order to conduct such an audit the employer shall be entitled to create a commission including appropriate specialists.

Demanding written explanations from an employee for the purpose of establishing the cause of a damage is obligatory. If an employee refuses or declines to provide such explanations a report about it shall be drawn up.

The worker and/or his representative shall be entitled to acquaint themselves with all audit materials and contest them under the procedures established in this Code.

Article 248. Procedures for Imposing Damages

The employer shall issue a directive imposing an amount of damages to be recovered from the worker, not to exceed his average monthly wage. The employer's directive may be issued no later than one month from the day after the employer makes a final determination of the amount of damage caused by the worker.

If the one-month period has passed or the worker does not agree to voluntarily reimburse the employer for damage, and the amount of damages that is recoverable from the worker exceeds his average monthly wage, recovery may be accomplished only by a court.

If the employer fails to observe the established procedures for recovering damages, the worker shall be entitled to appeal the employer's actions to a court.

A worker who is guilty of causing damage to his employer may voluntarily reimburse him in full or in part. With the agreement of the parties to a labour contract, damages may be paid in installments. In this case the worker shall present the employer with a written promise to pay the damages, indicating a specific payment period. In the event of the dismissal of a worker who made such a written promise to voluntarily pay damages but failed to do so, the unpaid debt shall be recoverable through the courts.

A worker may, with his employer's consent, pay damages by transferring to him property equivalent in value or by repairing the damaged property.

Restitution for damage shall be carried out independently of any actions taken to hold a worker disciplinarily, administrativly, or criminally liable for actions or inaction that caused damage to the employer.

Article 249. Compensation for Expenses Relating to the Training/Education of an Employee

In the event of resignation without a good reason before the expiry of the term stipulated by the labour contract or agreement on training/education at the expense of the employer the employee shall compensate for the expenses incurred by the employer towards his training/education calculated pro rata to the period which has not been actually worked after the end of training/education, except as otherwise envisaged by the labour contract or agreement on training/education.

Article 250. Reduction of the Amount of Damages Recoverable from a Worker by Decision of a Labour Dispute Review Board

A labour dispute review board may, taking into account the degree and type of culpability and financial condition of a worker and other circumstances, lower the amount of damages recoverable from that worker.

The amount of damages recoverable from a worker shall not be reduced if the damage was caused by a crime committed for personal gain.

Part 4

Section XII. Special Features of Regulating the Labour of Specific Categories of Workers

Chapter 40. General Provisions

Article 251. Special Features of Labour Regulation

Special features of labour regulation shall be standards that partially limit the application of general rules governing the same issues, or provide supplemental rules for specific categories of workers.

Article 252. Grounds and Procedure for Establishing the Details of the Regulation of Labour

The details of regulation of labour in connection with the nature and conditions of work, the psycho-physiological features of the human body, natural-climatic conditions, the existance of family obligations, and also of other grounds shall be established by the labour legislation and other normative legal acts containing labour law norms, collective agreements, agreements and local normative acts. Here, the details of regulation of labour that cause a reduction in the level of guarantees for employees, a limitation of their rights, an enhancement of their disciplinary and/or material liability may be established exclusively by the present Code or in the cases and in the procedure envisaged by it.

Chapter 41. Special Features of Labour Regulation Pertaining to Women and Persons with Family Obligations

Article 253. Jobs in Which the Use of Female Labour Is Limited

The use of female labour shall be limited in heavy labour and jobs involving harmful and/or dangerous working conditions, and also in underground jobs, with the exception of non-physical labour and jobs in the area of sanitary/medical and consumer services.

The use of female labour shall be forbidden in jobs involving manual lifting and moving of heavy objects in excess of the allowable limits for women.

Lists of industries, jobs, and job positions involving harmful and/or dangerous working conditions in which the use of female labour is limited, and the maximum allowable loads for women when manually lifting and moving heavy objects shall be approved under procedures established by the Government of the Russian Federation, with consideration given to the opinion of the Russian Trilateral Commission on the Regulation of Social and Labour Relations.

Article 254. Transfer of Pregnant Women and Women with Children under 18 Months to Other Jobs

Upon a pregnant woman's request and pursuant to a medical finding, standards of output and service shall be reduced or she shall be transferred to another job that precludes the effects of workplace hazards, retaining her average wage from her former position.

Until the granting to a pregnant woman of a different job that would preclude the effects of workplace hazards, she shall be released from work and receive her average wage for all work days missed for this reason, at the employer's expense.

Upon going through a mandatory outpatient examination at a healthcare facility, a pregnant woman shall retain her average wage from her place of work.

If it is impossible for them to perform their previous work, women with children under 18 months of age shall at their request be transferred to another job, with the wage/salary for the job performed but not below average wage from their former position until the child reaches the age of 18 months.

Article 255. Maternity Leave

At their request and on the basis of a sick-sheet issued in the established procedure, women shall be granted maternity leave of 70 calendar days (84 in the case of multiple pregnancies) before childbirth and 70 calendar days (86 in the case of labour complications and 110 in the case of multiple births) after childbirth, with payment of the state social insurance benefit in the amount established by federal laws.

Maternity leave shall be calculated cumulatively and granted to a woman entirely independently of the number of days actually used by her before childbirth.

Article 256. Leave to Care for a Child

At her request a woman shall be granted leave to care for a child under the age of three years. Procedures and time limits for payment of the state social insurance benefit during the indicated leave shall be defined by federal laws.

Leave granted to care for a child may also be used, in full or part, by a child's father, grandmother, grandfather, other relative, or guardian who is actually providing care for the child.

At the request of a woman or one of the persons indicated in the second part of this Article, they may work while on child care leave on a part-time basis or at home while retaining their right to receive the state social insurance benefit.

A worker shall retain their job position during leave to care for a child.

Child care leave time shall be counted toward workers' overall and continuous employment history as well as their employment history in their field of specialization (with the exception of cases of early issue of a labour old age pension).

Article 257. Leave Time for Workers Who Adopt Children

Workers who adopt children shall be granted leave for a period beginning from the date of adoption and up to 70 calendar days from the birth of the adopted child (in the case of adoption of two or more children, 110 calendar days from their birth).

If a worker who has adopted a child or children wishes, he shall be granted child care leave until the child or children reaches three years of age.

In the event of the adoption of a child or children by both spouses, the indicated leave shall be granted to one of the spouses at their discretion.

Women who adopt a child shall have the option, instead of taking the leave indicated in the first part of this Article, of taking maternity leave time for a period beginning from the date of adoption and up to 70 calendar days, and if adopting two or more children at the same time, 110 calendar days from their date of birth.

A procedure for granting the indicated leave that ensure the confidentiality of adoptions shall be established by the Government of the Russian Federation.

Article 258. Break for Nursing a Child

In addition to rest and lunch breaks, working women with children under 18 months of age shall be granted additional breaks for nursing a child (children) at least every three hours for a period of at least 30 minutes each.

If a working woman has two or more children under 18 months of age, the nursing break shall be set at not less than one hour.

At her request a woman's nursing breaks shall be combined with her rest or lunch breaks or cumulatively shifted to both the beginning and end of the workday (shift), with the workday or shift being contracted correspondingly.

Nursing breaks shall be included in work time and shall be payable at the average wage level.

Article 259. Guarantees to Pregnant Women and Persons having Family Obligations upon Being Dispatched on Business Travel or Assigned to Work Overtime or at Night, on Weekends, or on Public Holidays

It shall be prohibited to dispatch pregnant women on business travel or assign them to work overtime or at night, on weekends, or on public holidays.

Dispatching women with children under the age of three on business travel or assigning them to work overtime or at night, on weekends, or on public holidays shall be allowed only with their written consent and on the condition that it not be prohibited in accordance with a medical certificate issued in the procedure established by federal laws and other normative legal acts of the Russian Federation. In addition, women with children under the age of three must be made aware in writing of their right to refuse to participate in business travel or work overtime or at night, on weekends, or on public holidays.

The guarantees provided in the second part of this Article shall likewise be given to the mothers and fathers who bring up children aged up to five without a spouse, workers with disabled children and to workers who provide care to sick family members pursuant to a medical finding.

Article 260. Guarantees to Women in Connection with Pregnancy and Childbirth When Determining Priority in Granting Annual Paid Vacation

Before maternity leave or immediately thereafter, or after a period of leave taken to care for a child, a woman shall if she wishes be granted annual paid vacation, regardless of her length of employment with a given employer.

Article 261. Guarantees for Pregnant Women, Women with Children and Persons Who Bring Up Children without a Mother in the Case of Rescission of Labour Contract

Labour contracts concluded with pregnant women shall not be rescinded on the initiative of the employer, except for the cases of winding up of an organisation or termination of the activity of an individual entrepreneur.

If a fixed-term labour contract expires during the term of pregnancy of the woman the employer shall extend the effective term of the contract until the end of the pregnancy on the woman's application in writing if a medical statement is shown acknowledging the state of pregnancy. A woman who had the effective term of her labour contract extended until the end of her pregnancy shall submit a medical statement confirming her pregnancy not more than once in three months if the employer asks for it. If the woman continues actually working after the end of the pregnancy the employer is entitled to rescind her labour contract in connection with the expiry of the effective term of the contract within one week after the day when the employer learned or should have learnt about the end of the pregnancy.

A woman may be dismissed in connection with the expiry of the effective term of her labour contract during the term of her pregnancy if the labour contract has been concluded for the term of execution of the duties of another employee who was absent and the woman cannot be transferred with her consent in writing before the end of the pregnancy to another job that the employer has (either a vacant position or a job meeting the qualifications of the woman or a vacant lower position or a lower-paid job) which can be performed by the woman, given her state of health. Here, the employer shall offer her all the vacancies which he has in the given area and which meet the said requirements. The employer shall offer vacancies in other areas if there is a provision to this effect in the collective agreement, agreements or the labour contract.

It is prohibited to rescind labour contracts at the initiative of an employer with women having children aged up to three, single mothers who bring up children aged up to 14 (a disabled child aged up to 18), other persons who bring up such children without mother (except for dismissal on the grounds specified in Items 1, 5-8, 10 or 11 of Part 1 of Article 81 or Item 2 of Article 336 of the present Code).

Article 262. Additional Days off for Persons Providing Care for Disabled Children and Women Working in a Rural Area

One of the parents (or a guardian or foster parent) shall, upon their request, be granted four additional paid days off per month in order to care for a disabled child. These days may be used by one of the indicated persons or divided between them at their discretion. Payment for each additional day off shall be made in the amount and under the procedures established by federal law.

Women working in rural areas may, upon their written request, be granted one additional unpaid day off per month.

Article 263. Additional Unpaid Leave for Persons Providing Care for Children

Under collective negotiations agreements, additional annual unpaid leave of up to fourteen calendar days may be established for workers with two or more children under the age of fourteen, workers with a disabled child under eighteen, single mothers raising a child under fourteen, or fathers raising a child under fourteen without a mother, at a time convenient to them. The said leave at a worker's application in writing may be combined with annual paid leave or used separately, in whole or in parts. This leave may not be carried over to the following work year.

Article 264. Guarantees and Benefits for Persons Raising Children without a Mother

The guarantees and benefits granted to women due to maternity (restrictions on working at night and overtime, weekend, and holiday work, business travel, additional leave time, preferential work schedules, and other guarantees and benefits established by laws and other legal regulatory acts) shall be extended to fathers raising children without a mother, and also to guardians (foster parents) of minor children.

Chapter 42. Special Features in Regulating the Labour of Workers under the Age of Eighteen

Article 265. Jobs in Which the Employment of Persons under the Age of Eighteen is Prohibited

It shall be prohibited to employ persons under the age of eighteen in jobs involving harmful and/or dangerous work conditions, underground work, and jobs that could cause harm to their health and moral development (gambling businesses, cabarets and nightclubs, and the production, transportation, and sale of alcoholic beverages, tobacco products, and narcotic and other toxic compounds).

It shall be prohibited for workers under the age of eighteen to carry or move loads in excess of the limits established for them.

A list of jobs in which the employment of persons under the age of eighteen is prohibited, as well as maximum loads to be carried, shall be approved following procedures established by the Government of the Russian Federation, with consideration given to the opinion of the Russian Trilateral Commission on the Regulation of Social and Labour Relations.

Article 266. Medical Examinations (Checkups) for Persons under the Age of Eighteen

Persons under the age of eighteen shall be hired only after a obligatory preliminary medical examination (checkup), and shall be subject to obligatory medical examinations (checkup) yearly thereafter until reaching the age of eighteen.

The mandatory medical examinations (checkups) stipulated in this Article shall be carried out at the employer's expense.

Article 267. Annual Basic Paid Leave for Workers under the Age of Eighteen

Annual basic paid leave shall be granted to workers under the age of eighteen for a period of 31 calendar days at a time convenient to them.

Article 268. Prohibition on Dispatching Workers under the Age of Eighteen on Business Travel or Assigning Them to Work Overtime or at Night, on Weekends, or on Public Holidays

It shall be prohibited for workers under the age of eighteen to be dispatched on business travel or assigned to work overtime or at night, on weekends, or on public holidays (with the exception of creative workers in the mass information media, workers in cinematic, television and video shooting teams, theaters, theatrical and concert organisations and circuses, other persons participating in the creation and/or performance (exhibition) of creative productions, and professional athletes, in accordance with lists of works, occupations and positions of these employees approved by the Government of the Russian Federation, with consideration given to the opinion of the Russian Trilateral Commission on the Regulation of Social and Labour Relations.

Article 269. Additional Guarantees to Employees under the Age of Eighteen upon the Cancellation of a Labour Contract

With the exception of cases where an organisation is liquidated or of termination of activity by an individual entrepreneur, the cancellation of a labour contract with a worker under the age of eighteen at the employer's initiative shall be allowed upon compliance with general procedures and only with the permission of the corresponding state labour inspectorate and the commission for children and the protection of their rights.

Article 270. Production Norms for Workers under the Age of Eighteen

Production norms for workers under the age of eighteen shall be established based on general production norms in proportion to the reduced work time established for such workers.

Reduced production norms may be established for workers under the age of eighteen who are beginning work after graduating from general education institutions and educational institutions of basic vocation education and those who have completed on-site vocational training, in accordance with the labour legislation and other normative legal acts containing labour law norms, a collective agreement, agreements, local normative acts and a labour contract.

Article 271. Compensation for the Labour of Workers under the Age of Eighteen When Working Reduced Work Hours

Under the hourly pay system, wages shall be paid to workers under the age of eighteen by taking into account their reduced work hours. An employer may offer them additional payments at his own expense, up to the level of the pay scale for full-time workers of the corresponding categories.

The labour of workers under eighteen who are employed in piecework shall be compensated at the established piece rates. An employer may establish additional payments for them at his own expense, up to the hourly rate for the time by which their workday is reduced.

Compensation for the labour of workers under eighteen who are students in general education institutions and institutions of basic, secondary, and higher vocational education and work during time free from their studies shall be made in proportion to time worked or based on their output. An employer may establish payments to such workers in addition to their wages, at his own expense.

Article 272. Special Features in Job Placements for Workers under the Age of Eighteen

Special features in job placements for workers under the age of eighteen shall be established by the labour legislation, collective negotiations agreements, or other agreements.

Chapter 43. Special Features in Regulating the Labour of Heads of Organisations and the Members of Collective Executive Bodies of Organisations

Article 273. General Provisions

The head of an organisation is the natural person who directs the organisation, and particular, performs the functions of its sole executive body, in accordance with the present Code, other federal laws, and other normative legal acts of the Russian Federation, laws and other normative legal acts of subjects of the Russian Federation, normative legal acts of local self-government bodies and the constitutive documents of the legal entity (organisation) and local normative acts.

The provisions of this chapter shall extend to leaders of organisations, regardless of their legal/organisational form or type of ownership, with the exception of cases where:

- an organisation's leader is a sole participant (founder), member of the organisation, or owner of its property;
- an organisation is managed under a contract with another organisation (management organisation) or individual entrepreneur (manager).

Article 274. Legal Foundations for Regulating the Labour of Heads of Organisations

The rights and obligations of the head of an organisation shall be defined by this Code, other federal laws, and other normative legal acts of the Russian Federation, laws and other normative legal acts of subjects of the Russian Federation, normative legal acts of local self-government bodies, the constitutive documents of the organisation and local normative acts, or a labour contract.

Article 275. Labour Contracts with the Heads of Organisations

If in accordance with Part 2 of Article 59 of the present Code a fixed-term labour contract is concluded with the head of an organisation the effective term of the labour contract is determined by the constitutive documents of the organisation or by agreement of the parties.

The labour legislation and other normative legal acts containing labour law norms, or an organisation's founding documents may establish procedures to precede the signing of labour contracts with the heads of organisations (competitions, elections, or appointments to a post, and others).

Article 276. Multiple Office-holding by Heads of Organisations

The head of an organisation may combine work with a job for another employer only with the consent of the authorized body of the legal entity, owner of the organisation's property, or person (body) authorized by the owner.

The head of an organisation may not be a member of any body that performs oversight and monitoring functions in that organisation.

Article 277. Material Liability of the Head of an Organisation

The head of an organisation shall bear full material liability for direct actual damage caused to an organisation.

In cases provided by federal laws, the head of an organisation shall compensate the organisation for losses caused by his culpable actions. In doing so, losses shall be calculated in accordance with standards stipulated in civil legislation.

Article 278. Other Grounds for Termination of a Labour Contract with the Head of an Organisation

Apart from the grounds stipulated in this Code and other federal laws, a labour contract with the head of an organisation is terminated on the following grounds:

1) due to the removal of the head of a debtor organisation in accordance with legislation on insolvency (bankruptcy);

2) in connection with the taking of a decision by an empowered body of a legal entity or the owner of property of an organisation or a person (body) empowered by the owner on termination of a labour contract. A decision on termination of a labour contract on said grounds in respect of the head of an unitary enterprise shall be taken in the procedure established by the Government of the Russian Federation by the body empowered by the owner of the unitary enterprise;

3) on other grounds stipulated by the labour contract.

Article 279. Guarantees for the Head of an Organisation in the Case of Termination of Labour Contract

If the labour contract concluded with the head of an organisation is terminated in accordance with Item 2 of Article 278 of the present Code in the absence of the head's culpable actions (omissions) compensation is payable to the head at the rate set by the labour contract but in any case not below three-fold the monthly earnings.

Article 280. Early Termination of a Labour Contract at the Initiative of the Head of an Organisation

The head of an organisation shall be entitled to terminate a labour contract early, giving written notice to the employer (owner of the organisation's property, or latter's representative) no later than one month in advance.

Article 281. Special Features in Regulating the Work of the Members of an Organisation's Collective Executive Body

Federal laws or an organisation's founding documents may extend the special features of labour regulation established in this chapter for heads of organisations to the members of an organisation's collective executive body.

Federal laws may establish other special features of regulating the work of heads of organisations and members of the collective executive bodies of such organisations.

Chapter 44. Special Features in Regulating the Work of Persons Holding Multiple Jobs

Article 282. General Provisions on Holding Multiple Jobs

Multiple job-holding is the performance by a worker of another regular paid job, on labour contract terms, in time free from his principle job.

Labour contracts involving multiple jobs shall be allowed with an unlimited number of employers unless otherwise stipulated by federal law.

A worker may perform work under multiple job-holding arrangements both at the location of his principle job and for other employers.

The labour contract must indicate the fact that the work involves multiple jobholding.

Job combining is prohibited for persons aged 18 and below, persons engaged in heavy work, work in harmful and/or hazardous working conditions if the main job has the same conditions, and also in the other cases envisaged by the present Code and other federal laws.

Apart from the details established by the present Code and other federal laws the details of regulation of work in the case of job combination for specific categories of employees (educational, medical and pharmaceutical employees, or cultural employees) may be established in the procedure defined by the Government of the Russian Federation with account taken of the opinion of the Russian Trilateral Commission for Regulating Social-Labour Relations.

Article 283. Documents to Be Presented upon Hiring a Worker for a Second Job

Upon being hired for a secondary job for another employer, a worker must present his passport or other identification document. If hired for a second job that requires special knowledge, the employer shall be entitled to require that the worker present a diploma or other document testifying to his education or professional training, or properly certified copies thereof. If hired for a job involving heavy labour or harmful and/or dangerous work conditions, he shall present a reference describing the nature and work conditions of his principle workplace.

Article 284. Working Hours in Case of Plurality

When someone has a second job the duration of his working hours shall not exceed four hours a day. On days when the employee is not obligated to carry out his work with the main employer he may work at another job for the full working hours (shift). During one month (or another recording period) the duration of the working hours in a second job shall not exceed half of the monthly working time duration (of the rated working time duration of the other recording period) established for the relevant category of employees.

The limits on the working time duration in the event of plurality established by Part 1 of the present Article are not applicable in cases when an employee has suspended his work with his main employer in accordance with Part 2 of Article 142 of the present Code or has not been cleared for work in keeping with Part 2 or Part 4 of Article 73 of the present Code.

Article 285. Payment for the Labour of Persons Working Secondary Jobs

Persons working multiple jobs shall be paid in proportion to time worked, in relation to their output, or on other terms as defined in a labour contract.

In establishing standardized work assignments for persons working secondary jobs paid at an hourly rate, payment shall be made based on the final results for the volume of work actually completed.

Persons working secondary jobs in areas where local coefficients and wage bonuses have been established shall be paid with those coefficients and bonuses taken into account.

Article 286. Leave for Persons Doing Secondary Jobs

Persons with secondary jobs shall be granted annual paid leave at the same time as their leave from their principle job. If the worker has not worked six months at the secondary job, the leave shall be granted in advance.

If a worker's annual paid leave at his secondary job is less in duration than at his principle place of employment, the employer shall, if the worker requests, grant him unpaid leave of a corresponding duration.

Article 287. Guarantees and Compensation for Persons Doing Secondary Jobs

Guarantees and compensation for persons combining work and study, and also for persons working in areas of the Far North and equivalent areas, shall be granted to workers only for their principle place of employment.

Other guarantees and compensation provided under the labour legislation and other normative legal acts containing labour law norms, collective agreements, agreements and local normative acts shall be granted in full to persons working secondary jobs.

Article 288. Additional Grounds for Canceling Labour Contracts with Persons Doing Secondary Jobs

In addition to the grounds provided by this Code and other federal laws, a labour contract concluded sine die with a person doing a secondary job may be cancelled in the event of the hiring of a worker who will perform that work as his primary job, with the notification by the employer in writing of said person about this at least two weeks before the termination of the labour contract.

Chapter 45. Special Features of Regulating the Labour of Workers Who Enter Labour Contracts for Periods of Less Than Two Months

Article 289. Labour Contracts Made for Periods of Less Than Two Months

No probationary period shall be established for workers hired for a period of less than two months.

Article 290. Assigning Workers to Work Weekends and Public Holidays

Workers who enter labour contracts for periods of less than two months may with their written consent be assigned during that period to work weekends and public holidays.

Work on weekends and public holidays shall be compensated in monetary form at not less than double time.

Article 291. Paid Leave

Workers who enter into labour contracts for periods of less than two months shall be granted paid leave or given paid compensation upon their termination, reckoned at two working days per month of work.

Article 292. Cancellation of Labour Contracts

A worker who has entered into a labour contract for a period of less than two months shall be required to give his employer three calendar days' written notice of an early cancellation of his labour contract.

An employer shall be required to give not less than three calendar days' written notice (against a signature) to a worker who has entered into a labour contract for a period of less than two months, of his forthcoming termination due to the organisation's liquidation or a reduction in the number or complement of workers.

Upon termination of employment, a worker who has entered into a labour contract for a period of less than two months shall not be given severance pay unless otherwise established by federal laws, collective negotiations agreement, or labour contract.

Chapter 46. Special Features of Regulating the Labour of Workers Engaged in Seasonal Work

Article 293. Seasonal Work

Seasonal jobs shall be recognized as those that by virtue of climactic or other natural conditions are performed during a certain period (season), not exceeding six months as a rule.

Lists of seasonal works, including certain seasonal works that can be performed during a period (season) exceeding six months, and the maximum duration of these certain seasonal works is defined by industry (inter-industry) agreements concluded at the federal level of social partnership.

Article 294. Details of Entering into a Labour Contract on the Completion of Seasonal Work

A clause regarding the seasonal nature of a job must be included in a labour contract.

Article 295. Paid Leave for Workers Engaged in Seasonal Work

Workers engaged in seasonal work shall be granted paid leave calculated at two working days for each month.

Article 296. Cancellation of a Labour Contract with a Seasonal Worker

A seasonal worker shall be required to give his employer three days' written notice of early cancellation of his labour contract.

An employer shall be required to give a seasonal worker seven calendar days' written notice (against a signature) of his forthcoming termination due to the organisation's liquidation or a reduction in the number or complement of workers.

When a labour contract with a seasonal worker is cancelled due to the organisation's liquidation or a reduction in the number or complement of workers, severance pay shall be made in the amount of two weeks' average wage.

Chapter 47. Special Features of Regulating the Labour of Persons Working the Rota System

Article 297. General Provisions Concerning the Rota System

The rota system is a special arrangement for accomplishing work at a distance from workers' permanent place of residence when a daily return to their permanent homes is not possible.

The rota system shall be applied when the worksite is located a significant distance from the permanent resident of employees or the place the employer's location, in order to reduce the time needed to build, repair, or renovate sites of industrial, social, and other purpose in undeveloped, distant areas or areas with special natural conditions and also for the purpose of pursuing other production activity.

While located at the worksite, workers enlisted for jobs under the rota system shall live in work settlements specially created by the employer. These shall consist of a complex of buildings and structures designed to provide all vital services for the indicated workers while they are at work and during their rest periods between shifts or in hostels or other residential premises adapted for these purposes.

The procedure for using a long-shift work method shall be approved by the employer with account taken of the opinion of the elected body of the primary trade union organisation in the procedure established by Article 372 of the present Code for the adoption of local normative acts.

Article 298. Restrictions on Use of the Rota System

The following may not be enlisted to work under the rota system: workers under the age of eighteen, pregnant women and women with children under three years of age, and also persons with contraindications that prevent them from working under this method in accordance with a medical certificate issued in the procedure established by federal laws and other normative legal acts of the Russian Federation.

Article 299. The Duration of a Rota Shift

Rota shift means a general period of time including the time of performance of works at an installation/site and inter-shift leisure time.

The duration of a rota shift shall not extend one month. In exceptional cases at certain installations/sites the duration of a rota shift may be extended by the employer to three months with account taken of the opinion of the elected body of the primary trade union organisation in the procedure established by Article 372 of the present Code for the adoption of local normative acts.

Article 300. Calculating Work Time When Using the Rota System

When using the rota system, a cumulative record of work time shall be established for the month, quarter, or other more lengthy period of time, but not more than one year.

The reporting period shall include all work time, time spent in transit from the employer's location or rendezvous point to the worksite and back, and also rest time that falls within a given calendar period.

The employer shall be required to keep records of work time and rest time for each worker working under the rota method, both month-by-month and for the entire reporting period.

Article 301. Work and Rest Routines When Using the Rota System

Within a reporting period, work time and rest time shall be regulated by a duty-shift work schedule, which shall be approved by the employer with consideration given to the opinion of the primary trade union organisation in the procedure established by Article 372 of the present Code for the adoption of local normative acts, and made known to the workers no later than two months before it is put into effect.

The indicated schedule shall make allowance for the time needed to deliver workers to and from their duty post. Days spent in transit to the worksite and back shall not be included in work time and may fall on rest days between rotations

Each day of leisure in connection with the extra hours worked within a rota-shift schedule (inter-shift day) is paid for at the daily basic rate or daily rate (a portion of salary (official salary) per working

day), unless a higher payment is set by the collective agreement, a local normative act or a labour contract.

The extra working hours within a rota-shift schedule not divisible by a complete working day may be accumulated over the calendar year and added up to make complete working days, with additional inter-shift leisure days being granted later on.

Article 302. Guarantees and Compensation to Persons Working under the Rota System

For each calendar day spent on worksites during a duty-shift period, and also for days actually spent in transit from the employer's whereabouts (rendezvous point) to the worksites and back, workers performing work under the rotational system shall, in place of per diem expenses, be paid a duty-shift bonus.

A duty-shift bonus shall be paid to employees of the organisations financed from the federal budget in the amount and in the procedure established by the Government of the Russian Federation.

A duty-shift bonus shall be paid to employees of the organisations financed from the budgets of the subjects of the Russian Federation and local budgets in the amount and in the procedure established accordingly by state power bodies of the subjects of the Russian Federation and local self-government bodies.

A duty-shift bonus shall be paid to employees of the employers, other than budgetary employers, in the amount and in the procedure established by a collective agreement or local normative acts adopted with account taken of the opinion of the elected body of the primary trade union organisation or a labour contract.

The following shall be established for workers who travel to Arctic regions and equivalent areas from other regions to perform work under the rota system:

a regional coefficient, with percentage bonuses to be paid under procedures and in the amounts provided for persons permanently employed in Arctic regions and equivalent areas;

additional annual paid leave, in the procedures and under the terms stipulated for persons permanently employed in:

- Arctic regions: 24 calendar days;
- areas equivalent to Arctic regions: 16 calendar days;

The record of service whereby employees who leave areas for Extreme North areas and for the areas qualifying as such to carry out rota shift work are entitled to relevant guarantees and compensations shall include the calendar days of rota shifts in Extreme Northern areas and the areas qualifying as such and the actual days of travel envisaged by rota shift work schedules. Guarantees and compensations for employees who travel to Extreme Northern areas and the areas qualifying as such to carry out long term work there from the same or from other areas of the Extreme North and the areas qualifying as such shall be established in accordance with Chapter 50 of the present Code.

For workers who travel to work under the duty-shift system to regions in which regional coefficients are applied to wages, those coefficients shall be credited pursuant to the labour legislation and other normative legal acts containing norms of labour law.

Workers shall be paid a basic daily wage rate, a portion of salary (official salary) for a day of work (daily rate) for each day spent in transit from the whereabouts of the employer (or rendezvous point) to the worksites and back, as provided for by their duty-shift work schedule, and also for any days of transit delays due to weather conditions or errors by transportation providers.

Chapter 48. Special Features of Regulating the Labour of Workers Employed by Individual Employers

Article 303. Concluding Labour Contracts Entered into with Individual Employer

Upon entering into a labour contract with an individual employer, a worker shall be required to perform any work defined in that contract that is not prohibited by the present Code or another federal law.

A written labour contract must include all conditions that are important for the worker and employer.

An individual employer shall be required to:

- draw up a labour contract with the worker in writing;
- pay insurance contributions and other mandatory payments under the procedures and in the amounts established by federal laws;
- draw up state pension insurance certificates for persons beginning their first job.

An employer being a natural person not deemed an individual entrepreneur also has the duty to register in the notification procedure a labour contract concluded with an employee with a local self-government body at the place of the employer's residence (in accordance with his/her registration).

Article 304. Length of Labour Contract

Upon agreement of the parties, a labour contract between a worker and an individual employer not deemed an individual entrepreneur may be made for either an undetermined or specific period of time.

Article 305. Work and Rest Schedules

Work schedules and procedures for determining days-off and annual paid leave shall be determined by agreement between the worker and individual employer. At the same time, the working week may not be longer, nor the annual paid leave time less, than are established by this Code.

Article 306. Changes by the Employer of the Terms of a Labour Contract Defined by the Parties

An individual employer shall give a worker at least 14 calendar days' written notice of any changes of the terms of labour contract defined by the parties. In this case an employer being a natural person deemed an individual entrepreneur is entitled to modify the labour contract terms defined by the parties only if such terms cannot be preserved for reasons that have to do with a change in organisational or technological conditions of work (Part 1 of Article 74 of the present Code).

Article 307. Cancellation of a Labour Contract

Apart from the grounds provided in this Code, the labour contract of a worker employed by an individual employer may be terminated on grounds stipulated in that contract.

The amount of advance notice to be given upon termination, as well as instances where severance pay and other compensation is owed upon cancellation of a labour contract and the amounts of such compensation, shall be determined in the labour contract.

In the event of termination of a labour contract with an employee an employer being a natural person not deemed an individual entrepreneur shall in the notification procedure register the fact of termination of said contract with the local self-government body with which the contract has been registered.

In the event of the death of an employer being a natural person not deemed an individual entrepreneur or of such employer being unaccounted for two months or in other cases that do not allow the continuation of labour relations and make it impossible to register the fact of termination of a labour contract in accordance with Part 3 of the present Article an employee is entitled to apply within one month to the local self-government body with which the labour contract has been registered asking for registration of the termination of the labour contract.

Article 308. Resolution of Individual Labour Disputes

Individual labour disputes not resolved by a worker and individual employer not deemed an individual entrepreneur independently shall be considered in court.

Article 309. The Documents Confirming the Period of Employment with Employers Being Natural Persons

An employer being a natural person deemed an individual entrepreneur shall keep work-record books for each employee in the procedure established by the present Code and other normative legal acts of the Russian Federation.

An employer being a natural person not deemed an individual entrepreneur is neither entitled to make entries in employees' work-record books nor draw up work-record books for employees hired for the first time. A labour contract concluded in writing shall be deemed the document confirming the period of employment with such employer.

Chapter 49. Special Features of Regulating the Labour of People Working from Home

Article 310. Homeworkers

Homeworkers shall be considered to be persons who enter into labour contracts to perform work at home, using materials, tools, and mechanisms issued by the employer or acquired by the homeworker at his own expense. A homeworker may carry out work stipulated by a labour contract with the participation of members of his/her family. In this case no labour relations emerge between the members of the homeworker and the employer.

In the event a homeworker uses his own tools and mechanisms, he shall be compensated for wear and tear thereof. Payment of such compensation, as well as reimbursement of other expenses associated with the performance of work at home, shall be made by the employer following the procedures defined in a labour contract.

Procedures and timeframes for supplying homeworkers with raw materials, other materials, and semifinished products, making settlement for product output, and reimbursing the cost of materials belonging to homeworkers, and procedures and timeframes for transporting finished product from homeworkers' locations shall be defined in labour contracts.

The force of labour legislation and other acts containing norms of labour law, along with the particularities established in this Code shall extend to homeworkers.

Article 311. Conditions under Which Homeworker Labour Is Allowed

Jobs assigned to homeworkers may not involve any medical contraindications for those workers and must be performed in conditions that meet workplace safety requirements.

Article 312. Terminating Labour Contracts with Homeworkers

Labour contracts with homeworkers shall be cancelled on grounds stipulated in such labour contracts.

Chapter 50. The Details of Regulation of Labour of Persons Working in Far Northern Regions and Equivalent Areas

Article 313. Guarantees and Compensation for Persons Working in Far Northern Regions and Equivalent Areas

State guarantees and compensation for persons working in Far Northern regions and equivalent areas shall be established by this Code, other federal laws and other normative legal acts of the Russian Federation.

Additional guarantees and compensation for the indicated persons may be established by laws and other normative legal acts of subjects of the Russian Federation, normative legal acts of local self-government bodies, collective agreements, agreement, local normative acts, to the extent of the financial means of the corresponding constituent members of the Russian Federation, local self-government bodies and employers.

Article 314. Length of Service Needed to Receive Guarantees and Compensation

A procedure for establishing and calculating the length of service needed to receive guarantees and compensation shall be established by the Government of the Russian Federation in accordance with federal law.

Article 315. Payment of Wages

Payment of wages in Far Northern regions and equivalent areas shall be carried out by applying regional coefficients and percentage bonuses added to wages.

Article 316. Regional Coefficients Applied to Wages

The amount of a regional coefficient to be applied to wages, and the procedure for application thereof, when estimating the wages of employees of the organisations situated in Arctic regions and equivalent areas, shall be established by the Government of the Russian Federation.

State power bodies of the subjects of the Russian Federation and local self-government bodies shall be entitled to establish at the expense of the funds from, accordingly, the budgets of the subjects of the Russian Federation and the budgets of municipal formations, higher rates of regional coefficients for institutions financed accordingly from the budgets of the subjects of the Russian Federation and from municipal budgets. A subject of the Russian Federation may establish by normative legal act the maximum limit for raising of the regional coefficient by the municipal formations within the subject of the Russian Federation.

The amount of said outlays shall be assigned in full to the outlays on labour wages.

Article 317. Percentage Bonuses Added to Wages

Persons working in Arctic regions and equivalent areas shall be paid percentage bonuses added to their wage for their length of service in the given regions or areas. The amount of percentage bonuses applied to wages, and the procedure for paying them, shall be established in the procedure determined by Article 316 of this Code for establishing the rate of a regional coefficient and the procedure for application thereof.

The amount of the said outlays shall be assigned in full to the outlays on wages.

Article 318. State Guarantees for an Employee Dismissed in Connection with the Winding Up of an Organisation or a Reduction of the Staff of Organisation

An employee who is dismissed from an organisation located in an Far Northern area or in an area qualifying as such, in connection with the winding up of an organisation (Item 1 of Part 1 of Article 81 of the present Code) or a reduction of the staff of an organisation (Item 2 of Part 1 of Article 81 of the present Code) is entitled to receive a severance payment, and also to retain the average monthly earning for the period of looking for a job but not exceeding three months after the dismissal (with the severance pay setting off this amount).

In exceptional cases the average monthly payment shall be retained by the said employee during the fourth, fifth and sixth months after the date of dismissal by a decision of a body of the public employment service on the condition that the employee applied to that body and no job was found for him within one month after his dismissal.

The severance payment in the amount of average monthly earning and the retained average monthly earnings envisaged by Parts 1 and 2 of the present Article shall be effected by the previous employer at that employer's expense.

Article 319. Additional Day off

One parent (tutor, guardian or adopting parent) of a couple who work in a Far Northern region or equivalent area and have a child under the age of sixteen shall, upon his/her written request, be granted an additional unpaid day off each month.

Article 320. Reduced Working Week

A 36-hour working week shall be established for women working in Far Northern regions and equivalent areas by virtue of a collective negotiations agreement or labour contract, unless a shorter working week is stipulated for them by federal laws. At the same time, wages shall be paid in the same amount as for a full working week.

Article 321. Addition Annual Paid Leave

Apart from the annual basic paid leave and additional paid leave that are granted on general grounds, 24 additional calendar days of paid leave shall be granted to persons working in Far Northern regions. Persons working in areas equivalent to Far Northern regions shall be granted 16 calendar days.

The overall duration of annual paid leave for persons holding multiple jobs shall be established on general grounds.

Article 322. Procedure for Granting and Combining Annual Paid Leave

The additional annual paid leave established by Article 321 of this Code shall be granted to workers who have worked six months for a given employer.

The overall duration of annual paid leave shall be determined by adding together the basic annual and all additional annual paid leave.

The full or partial combination of annual paid leave by persons working in Far Northern regions and equivalent areas shall be allowed for no more than two years. In doing so, the overall duration of leave granted must not exceed six months, including unpaid leave needed to travel to and from a vacation destination.

Any unused portion of annual paid leave in excess of six months shall be added to the standard annual paid leave for the following year.

At the request of one of a couple of working parents (or guardian or foster parent), the employer shall be required to grant him or her annual paid leave or a portion thereof (not less than 14 calendar days) in order to accompany a child under the age of eighteen to an institution of secondary or higher education located in another area. If there are two or more children, this type of leave shall be granted once for each child.

Article 323. Guarantees of Medical Care

For persons working for organisations financed from the federal budget that are situated in Far Northern regions and equivalent areas, a collective negotiations agreement may provide for payment at the expense of the organisation of the cost of travel within the Russian Federation for medical consultations or treatment, pursuant to a corresponding medical finding issued in the procedure established by federal laws and other normative legal acts of the Russian Federation, if such consultations or treatment cannot be provided in the area where they reside.

The guarantees on rendering medical services to persons working for organisations that are financed from the budgets of the subjects of the Russian Federation and from the budgets of municipal formations shall be established by state power bodies of the subjects of the Russian Federation and local self-government bodies.

The guarantees on rendering medical services to employees of other organisations shall be established by collective agreements.

Article 324. Labour Contracts with Persons Recruited to Work in Far Northern Regions and Equivalent Areas from Other Areas

Labour contracts with persons recruited to work in Far Northern regions and equivalent areas from other areas shall be allowed pursuant to a corresponding medical finding issued in the procedure established by federal laws and other normative legal acts of the Russian Federation, stating that the worker has no contraindications for working and residing in the given region or area.

Article 325. Compensation for Return Travel and Luggage Carriage Expenses to the Place of Vacation

The persons employed by organisations funded from the federal budget and located in Far Northern areas and in the areas qualifying as such are entitled to have the cost of travel within the territory of the Russian Federation to the place where they spend their vacations and back by any means of transport (except for taxi), including personal vehicles, and also the cost of carriage of up to 30 kilograms of luggage paid at the expense of the employer (the organisation funded from the federal budget) once in two years. An employee starts to have a right to compensation of the said expenses simultaneously with his right to receive his annual paid leave for the first year of employment with this organisation.

Organisations funded from the federal budget shall also pay for the return travel and luggage carriage expenses to the place where the employee spends his/her vacation for the public family members of the employee (the husband, wife, minor children who actually reside with the employee), with no regard to the time of use of vacation.

Payment for the cost of the travel of an employee and members of his family by a personal vehicle to the place where vacation is spent and back shall be made at the least cost of travel by the shortest route.

Payment for the cost of return travel and luggage carriage to the place of vacation of an employee of an organisation financed from the federal budget and his/her family members shall be made at the employee's application at least thee working days before departure on vacation on the basis of the approximate cost of travel. The final settlement of accounts shall take place upon his/her return from his/her vacation on the basis of tickets or other documents submitted.

The procedure for providing compensation for travel and luggage carriage expenses for travelling to the place of vacation and back to persons who work with organisations financed from the federal budget and to their family members shall be established by the Government of the Russian Federation.

The disbursements envisaged by the present Article are of a special nature and they shall not be accrued if an employee and members of his/her family did not use their right in due time to obtain payment for travel and luggage carriage for travelling to the place of vacation and back.

The guarantees and compensations envisaged by the present Article shall be provided to an employee of an organisation financed from the federal budget and to his/her family members only if it is the employee's main employer.

The amount of, terms and procedure for provision of, compensation of travel and luggage carriage expenses for travelling to the place of vacation and back to the persons working for organisations financed from the budgets of subjects of the Russian Federation shall be established by governmental bodies of the subjects of the Russian Federation, for the organisations financed from local budgets by local self-government bodies, for employers not financed from the budget system by collective agreements and local normative acts adopted with account taken of the opinion of the elected bodies of the primary trade union organisations and labour contracts.

Article 326. Reimbursement of Moving Expenses

Persons who enter into labour contracts to work in organisations located in Far Northern regions that are financed from the federal budget and equivalent areas and move to such areas from other regions of the Russian Federation under such contracts shall be granted the following guarantees and compensation at their employer's expense:

- a one-time grant in the amount of twice the monthly basic wage rate, salary (official salary) and a one-time grant for each member of his family arriving with him in the amount of one half of the worker's monthly basic wage rates, salary (official salary);
- coverage of the actual costs of travel for the worker and his family members within the Russian Federation, and also the actual cost of shipping baggage (not to exceed five tons per family), but no greater than the rates stipulated for rail transport;
- seven calendar days of paid vacation time for settling in to their new place of residence.

The entitlement to reimbursement of the costs of travel and baggage shipment for family members shall be retained for one year from the day the worker enters into a labour contract with a given organisation in the indicated regions or areas.

In the event of a move to a new place of residence located in a different area due to the termination of a labour contract for any reason (including the worker's death), except for dismissal for wrongdoing, the worker of an organisation financed from the federal budget and his family shall be reimbursed for actual travel and baggage shipment costs, not to exceed five tons per family, but no more than the rates stipulated for rail transport.

The guarantees and compensation provided in this chapter shall be granted to a worker of an organisation financed from the federal budget only for his principle place of work.

The amount and terms of, and the procedure for paying, the compensation of expenses to cover the cost of movement to a new place to the persons working for organisations financed from the budgets

of the subjects of the Russian Federation shall be established by state power bodies of the subjects of the Russian Federation, for organisations financed from local budgets by local self-government bodies and for employers, other than budgetary employers, by collective agreements, local normative acts adopted with account taken of the opinion of the elected bodies of primary trade union organisations and labour contracts.

Article 327. Other Guarantees and Compensation

Guarantees and compensation in the areas of social insurance, pension security, housing rights, and others shall be established for persons working in Far Northern regions and equivalent areas by federal laws and other normative legal acts of the Russian Federation, laws and other normative legal acts of subjects of the Russian Federation, normative legal acts of local self-government bodies.

Chapter 51. Special Features of Regulating the Labour of Transportation Workers

Article 328. Hiring for Jobs Directly Associated with Vehicular Traffic

Workers hired for jobs directly associated with vehicular traffic must go through a professional selection and training process under procedures established by the federal executive body carrying out the functions of elaborating state policy and exercising normative legal regulation in the area of transportation.

The hiring of a worker for a job directly associated with vehicular traffic shall be completed after an obligatory preliminary medical examination (checkup) under procedures established by the federal executive body charged with the functions of elaborating state policy and exercising normative legal regulation in the area of public health and the federal executive body carrying out the functions of elaborating state policy and exercising normative legal regulation in the area of transportation.

Article 329. Work and Rest Time for Workers Whose Work Is Directly Associated with Vehicular Traffic

Employees whose work directly relates to driving a vehicle or traffic control are prohibited from having a second job that directly relates to driving a vehicle or traffic control. A list of the work, occupations, positions directly relating to driving a vehicle or traffic control shall be approved by the Government of the Russian Federation with account taken of the opinion of the Russian Trilateral Commission for Regulating Social-Labour Relations.

Special features relating to work and rest time schedules and working conditions for specific categories of workers whose work is directly associated with vehicular traffic shall be established by the federal executive body carrying out the functions of elaborating state policy and exercising normative legal regulation in the area of transport with account taken of the relevant all-Russia trade union and all-Russia association of employers. These special features may not worsen workers' position compared to that established by this Code.

Chapter 52. Special Features of Regulating the Labour of Teaching Personnel

Article 331. Right to Engage in Teaching Activity

Persons having educational qualifications, as defined under the procedures established by standardizing regulations on educational institutions of the corresponding types and forms that have been approved by the Government of the Russian Federation, shall be allowed to engage in teaching activity.

The following persons are prohibited from pursuing pedagogical activity:

persons deprived of their right to pursue a pedagogical activity under a court judgement that has become final;

persons having an unquashed or unexpunged conviction for deliberate grave or especially grave crimes;

persons deemed lacking capacity in the procedure established by federal law;

the persons having the diseases in the list confirmed by the federal executive governmental body charged with the functions of elaborating state policy and exercising normative legal regulation in the area of public health.

Article 332. The Details of Conclusion and Termination of Labour Contracts with Employees of Higher Educational Institutions

Labour contracts for filling scientific-pedagogical positions in a higher educational institution may be concluded either sine die or for the term specified by the parties to the labour contract.

The conclusion of a labour contract for filling a scientific-pedagogical position in a higher educational institution, and also for transferring someone to a scientific-pedagogical position shall be preceded by a competition for selection to fill the relevant position.

A competition for filling the scientific-pedagogical position which is occupied by an employee with whom a labour contract has been signed sine die shall be held once every five years.

For the purpose of keeping an educational process uninterrupted a labour contract may be concluded for filling a scientific-pedagogical position in a higher educational institution without a selection by competition when someone is hired to work at a second job or in newly formed higher educational institutions before the beginning of deliberations of its academic council for a term of up to one year, or for replacing an employee who is temporarily absent but retains his job, until the employee returns to his job.

No competition shall be held to fill:

the positions of the dean of a faculty or the head of subfaculty/chair;

the scientific-pedagogical positions occupied by pregnant women;

scientific-pedagogical positions occupied under a labour contract concluded sine die by women having children aged thee and below.

Regulations on the procedure for filling scientific-pedagogical positions shall be approved in the procedure established by the Government of the Russian Federation.

If an employee who occupies a scientific-pedagogical position under a labour contract concluded sine die fails to be elected to the position in the competition envisaged by Part 3 of the present Article or did not express his intention to take part in the competition then his labour contract shall be terminated in accordance with Item 4 of Article 336 of the present Code.

If an employee is selected by a competition to occupy the scientific-pedagogical position he occupied earlier under a fixed-term labour contract there is no need to conclude a new labour contract. In this case the employee's fixed-term labour contract is prolonged by agreement of the parties in writing for a term of up to five years or to make it a sine die contract.

If someone is transferred to a scientific-pedagogical position as the result of selection by a competition the effective term of his labour contract may be changed by agreement in writing of the parties for a term of up to five years or to make it a sine die contract.

Until the expiry of the competition election term specified in Part 3 of the present Article or during the effective term of a labour contract an attestation (Part 2 of Article 81 of the present Code) may be carried out to confirm the compliance of an employee with the scientific-pedagogical position he/she occupies. Regulations on the procedure for conducting an attestation of the employees occupying scientific-pedagogical positions shall be approved in the procedure established by the Government of the Russian Federation.

The positions of dean of a faculty and head of a sub-faculty/chair are elected. The procedure for electing to these positions shall be established by the charters of higher educational institutions.

In state and municipal higher educational institutions the positions of rector, pro-rector, heads of branches (institutes) shall be filled by persons aged up to 65, irrespective of the time of conclusion of labour contracts. Persons who occupy these positions and who have reached the age of 65 shall be transferred with their consent in writing to other positions that comply with their qualifications.

At the proposal of the academic council of a state or municipal higher educational institution the founder is entitled to extend the term of office of the rector until he/she reaches the age of 70.

A fixed-term labour contract shall be concluded with the pro-rectors of a higher educational institution. The end of effective term of a fixed-term labour contract concluded with a pro-rector shall coincide with the end of powers of the rector.

At the representation of the academic council of a state or municipal higher educational institution the rector is entitled to extend the term of office of a pro-rector, head of a branch (institute) until he/she reaches the age of 70.

Article 333. Length of Work Time for Teaching Personnel

A reduced workweek of not more than 36 hours shall be established for teaching personnel.

The academic workload of a teaching professional, as stipulated in a labour contract, may be limited by a ceiling in those instances provided for by a standardizing regulation of the corresponding type and form, approved by the Government of the Russian Federation.

Depending on their position and/or area of specialization, the length of work time (standard hours of teaching work for a pay rate) for teaching personnel shall be determined by the Government of the Russian Federation.

Article 334. Annual Extended Basic Paid Leave

Teaching personnel shall be granted annual extended basic paid leave, the duration of which shall be established by the Government of the Russian Federation.

Article 335. Sabbaticals of Teaching Personnel

No less frequently than every 10 years of continuous teaching work, the teaching personnel of an educational institution shall be entitled to a sabbatical of up to one year. The procedures and conditions for granting sabbaticals shall be defined by the founder and/or charter of a given educational institution.

Article 336. Additional Grounds for Terminating the Labour Contract of a Teaching Professional

In addition to the grounds envisaged by this Code and other federal laws, the following shall constitute grounds for terminating the labour contract of a teaching professional:

1) repeated gross violations of the education institution's charter within the course of one year;

2) the use, including a single occurrence, of educational methods involving physical and/or psychological violence against a student or pupil;

3) the attainment of the maximum age for filling a relevant position in accordance with Article 332 of the present Code;

4) the non-selection at a competition for filling a scientific-pedagogical position or the expiry of competition election term (Part 7 of Article 332 of the present Code).

Chapter 53. Special Features of Regulating the Labour of Workers Assigned to Work in Diplomatic Missions and Consular Institutions of the Russian Federation and in Foreign Missions of Federal Executive Agencies and State Institutions of the Russian Federation

Article 337. Agencies That Assign Workers to Diplomatic Missions and Consular Institutions of the Russian Federation and to Foreign Missions of Federal Executive Agencies and State Institutions of the Russian Federation

Workers shall be assigned to positions in diplomatic missions and consular institutions of the Russian Federation, as well as foreign missions of federal executive agencies and state institutions of the Russian Federation, by specially authorized federal executive agencies and state institutions of the Russian Federation.

Article 338. Labour Contracts with Workers Assigned to Positions in Foreign Missions of the Russian Federation

Labour contracts with workers assigned to positions in foreign missions of the Russian Federation shall be made for a period of up to three years. At the end of the indicated period a labour contract may be renewed for a new term.

When a worker holding a position in a corresponding federal executive agency or state institution of the Russian Federation is assigned to a position in a foreign mission of the Russian Federation, changes and additions concerning the length and conditions of his service abroad shall be made to the labour contract previously made with him. At the end of his service abroad, such a worker must be granted his previous or an equivalent job (office), or in the absence of such a position and with his consent, a different job (office).

Article 339. The Conditions of Work and Leisure of Employees Sent to Work with the Russian Federation's Missions in Foreign Countries

The conditions of work and leisure of employees who are posted to the Russian Federation's missions in foreign countries shall be defined by local normative acts of the relevant mission and by labour contracts which shall not deteriorate the situation of the employees in comparison with the conditions established by the present Code.

The minimum duration of annual additional vacations and the terms for granting them to employees working with Russian Federation's missions in foreign countries with special (including climatic) conditions, and also a list of these countries shall be established in the procedure defined by the Government of the Russian Federation.

Article 340. Guarantees and Compensation for Workers Assigned to Positions in Foreign Missions of the Russian Federation

The procedures and terms for the establishment of additional guarantees and compensatory payments associated with moving to a new place of work, as well as terms for providing material and domestic services support and remuneration of labour for workers assigned to positions in foreign missions of the Russian Federation, shall be established by the Government of the Russian Federation with consideration given to the climactic and other special conditions of the host country.

Article 341. Grounds for Terminating Employment in a Foreign Mission of the Russian Federation

Employment in a foreign mission of the Russian Federation shall be terminated due to the expiration of the term set when the corresponding federal executive agency or state institution of the Russian Federation assigned the worker to the mission or entered into a labour contract with him.

Employment in a foreign mission of the Russian Federation may also be terminated early in cases where:

1) an emergency situation arises in the host country;

2) the worker is declared persona non grata or receives notice from competent authorities of the host country that his continued stay in that country is unacceptable;

3) the established quota of diplomatic or technical workers of the corresponding mission is reduced;

4) the worker fails to observe the customs and laws of the host country or generally accepted standards of conduct and morality;

5) the worker fails to perform the obligation he accepted when entering a labour contract to ensure that his family members observe the laws of the host country, generally accepted standards of conduct and morality, or rules of residence in force within the corresponding mission;

6) any single gross violation of job duties or secrecy requirements that were made known to the worker upon his entering into a labour contract;

7) temporary job disability lasting over two months in a row or an illness that precludes working abroad pursuant to a list of illnesses approved under procedures established by the Government of the Russian Federation.

When terminating work in a foreign mission of the Russian Federation for one of the causes stipulated in the second part of this Article, workers who are not members of the permanent staff of the federal executive agency or state institution of the Russian Federation that assigned them to the overseas position shall be terminated from their positions in keeping with Item 2 of part one of Article 77 of this Code. Workers who are members of the indicated agencies and institutions shall be terminated for one of the causes stipulated in the present Code and other federal laws.

Chapter 54. Special Features of Regulating the Labour of Workers of Religious Organisations

Article 342. Parties to a Labour Contract with a Religious Organisation

The employer shall be a religious organisation that is registered under procedures established by federal law and enters into a labour contract with a worker in writing.

The worker shall be a person who has reached the age of eighteen and enters into a labour contract with a religious organisation, performs a defined job, and is subordinate to the internal regulations of the religious organisation.

Article 343. Internal Regulations of a Religious Organisation

The rights and obligations of the parties to a labour contract shall be defined in the labour contract, taking into account the special features established by the internal regulations of the religious organisation, which must not contradict the Constitution of the Russian Federation or other federal laws.

Article 344. Special Features of Labour Contracts Entered into with Religious Organisations and Changes Thereto

A labour contract between a worker and a religious organisation may be made for an indefinite period.

Upon entering into a labour contract a worker shall oblige himself to perform any work defined in that contract that is not forbidden by the present Code or other federal law.

In accordance with this Code and the religious organisation's internal regulations, the labour contract shall include conditions that are material to the worker and the religious organisation as an employer.

Where necessary, the religious organisation shall be required to give written notice to the worker of changes to material conditions of their labour contract determined by the parties, of no more than seven calendar days.

Article 345. Work Schedules of Persons Employed by Religious Organisations

The work schedules of persons employed by religious organisations shall be determined in consideration of the standard length of work time established by this Code, based on the schedule of rituals or other activity of the religious organisation as defined by its internal regulations.

Article 346. Material Liability of Workers of Religious Organisations

An agreement on full material liability may be entered into with a worker of a religious organisation in accordance with a list defined in the organisation's internal regulations.

Article 347. Terminating a Labour Contract with a Worker of a Religious Organisation

In addition to the grounds established by this Code, a labour contract with a worker of a religious organisation may be terminated on grounds stipulated in that contract.

The amount of notice due to a worker of a religious organisation in the event of termination on grounds stipulated in a labour contract, as well as the procedures and terms under which the indicated workers are to be provided with guarantees and compensation in connection with such termination, shall be defined in the labour contract.

Article 348. Consideration of Individual Labour Disputes of Workers of Religious Organisations

Individual labour disputes that are not resolved independently by a worker and a religious organisation/employer shall be reviewed in court.

Chapter 55. Special Features of Regulating the Labour of Other Categories of Workers

Article 349. Regulation of the Labour of Persons Employed by Organisations of the Armed Forces of the Russian Federation and in Federal Executive Agencies in Which Military Service Is Stipulated by Legislation of the Russian Federation, as Well as Workers Performing Alternative Civilian Service in Place of Military Service

Labour legislation and other acts containing labour law norms with due regard to the details established by the present Code, other federal laws and other normative legal acts of the Russian Federation, shall extend to workers who enter labour agreements to work in military units and institutions, military educational institutions of higher and secondary professional education, other organisations of the Armed Forces of the Russian Federation, and federal executive agencies in which military service is stipulated by legislation of the Russian Federation, and also to workers performing alternative civilian service in place of military service.

In accordance with the missions of the agencies, institutions, and organisations indicated in the first part of this Article, special terms of wage payment, and also additional benefits and privileges shall be established for their workers.

Article 350. Certain Special Features of Regulating the Labour of Medical Workers

A reduced workweek of not more than 39 hours per week shall be established for medical workers. Depending on the position and/or specialization, the length of medical workers' working week shall be determined by the Government of the Russian Federation.

The length of work time at a secondary job may be increased for medical workers in public health organisations who live and work in rural areas and urban-type settlements, upon a decision of the Government of the Russian Federation adopted with consideration given to the opinion of the corresponding all-Russia trade union and all-Russia employers' association.

Medical workers of individual categories may be granted additional annual paid leave. The duration of the additional leave shall be established by the Government of the Russian Federation.

Article 351. Regulating the Labour of Creative Employees of the Mass Media, Cinema and Television Organisations, Video-Shooting Teams, Theatres, Theatrical and Concert Organisations, Circuses and Other Persons Engaged in the Creation and/or Performance (Exhibition) of Works of Art, and Professional Sportsmen

The details of regulation of the labour of creative employees of the mass media, cinema and television organisations, video-shooting teams, theatres, theatrical and concert organisations, circuses and other persons engaged in the creation and/or performance (exhibition) of works of art, and professional sportsmen, including the details of regulation of working hours and leisure hours (including technological and/or organisational breaks, the duration of the working day (shift), night-time work, days-off and public holidays), remuneration for labour in accordance with Article 252 of the present Code shall be established by the labour legislation and other normative legal acts containing norms of labour law, collective agreements, agreements and local normative acts, and in the cases envisaged by Articles 94, 96, 113, 153, 157 and 268 of the present Code, by labour contracts as well.

Part 5

Section XIII. Protection of Workers' Labour Rights and Freedoms. Consideration and Resolution of Labour Disputes. Liability for Violations of Labour Law and Other Acts Containing Norms of Labour Law

Chapter 56. General Provisions

Article 352. Means of Protecting Labour Rights and Freedoms

Everyone is entitled to protect his/her labour rights and freedoms by all means not prohibited by law.

Below are the basic means of protecting labour rights and freedoms:

the self-protection of labour rights by employees;

the protection of the labour rights and lawful interests of employees by trade unions;

state supervision and control over the observance of the labour legislation and other normative acts containing norms of labour law;

judicial protection.

Chapter 57. State Monitoring and Enforcement of Labour Law and Other Legal Regulatory Acts Containing Labour Law Norms

Article 353. Agencies for the State Monitoring and Enforcement of Labour Law and Other Legal Regulatory Acts Containing Labour Law Norms

State monitoring and enforcement of labour law and other legal regulatory acts containing labour law norms for all employers located within the territory of the Russian Federation shall be carried out by the federal labour inspectorate.

State monitoring of compliance with rules relating to safe work conduct in specific branches and certain sites of industry shall be carried out by the relevant federal executive bodies in charge of carrying out the functions of control and supervision in the established area of activity, along with the federal labour inspectorate.

Among departmentally subordinate organisations, intradepartmental state enforcement of labour law and other legal regulatory acts containing labour law norms shall be carried out by federal executive bodies, executive bodies of constituent members of the Russian Federation, and also local self-government bodies in the procedure and on the terms defined by federal laws and laws of subjects of the Russian Federation.

State monitoring of rigorous, uniform fulfillment of labour law and other legal regulatory acts containing labour law norms shall be carried out by the Prosecutor-General of the Russian Federation and prosecutors subordinate to him, in accordance with federal law.

Article 354. Federal Labour Inspectorate

The federal labour inspectorate shall be a unified, centralized system composed of the federal executive governmental body charged with state supervision and control of observance of labour law and other legal regulatory acts containing labour law norms and its territorial bodies (state labour inspectorates).

The activities of the federal labour inspectorate shall be led by the head of the federal executive governmental body charged with state supervision and control over the observance of the labour legislation and other normative legal acts containing norms of labour law, - the chief state labour inspector of the Russian Federation, to be appointed to and released from his duties by the Government of the Russian Federation.

Article 355. Operational Principles and Fundamental Objectives of the Federal Labour Inspectorate

The the federal labour inspectorate and officials thereof shall carry out their activities on the basis of the principles of respect, observance and protection of the rights and freedoms of human beings and citizens, the rule of law, objectivity, independence, and openness.

The fundamental objectives of the federal labour inspectorate shall be:

- to ensure observance and protection of citizens' labour rights and freedoms, including the right to safe working conditions;
- to ensure that employers observe labour law and other legal regulatory acts containing labour law norms;
- to provide employers and workers with information on the most effective means and methods of observing the provisions of labour law and other legal regulatory acts containing labour law norms;
- to make the corresponding state agencies aware of any cases of violations, actions (or inaction), or abuses that do not fall under the labour legislation and other normative legal acts containing norms of labour law.

Article 356. Main Authorities of the Federal Labour Inspectorate

In accordance with the tasks vested therein, the federal labour inspectorate shall exercise the following main authorities:

- carrying out state monitoring and enforcement of the observation of labour legislation and other legal regulatory acts containing labour law norms by employers, by conducting audits, tests, and inquiries, issuing binding injunctions to remove violations, drawing up reports on administrative offences within the scope of powers, preparing other materials (documents) on holding persons at fault accountable under federal laws and other normative legal acts of the Russian Federation;
- analyzing the circumstances and causes of discovered violations and taking measures to eliminate them and restore violated labour rights of citizens;
- carrying out the hearing of administrative violation cases in accordance with laws of the Russian Federation;
- sending corresponding information, following the established procedure, to federal executive agencies, executive agencies of constituent members of the Russian Federation, local government agencies, law enforcement agencies, and the courts;

- carrying out supervision and control over the implementation of employees' rights to receive coverage in line with mandatory social insurance against accidents at work and occupational diseases, and also over the ordering and paying out of temporary disability benefits at employers' expense;

- summarizing practical experience in applying labour law and other legal regulatory acts containing labour law norms, analyzing the causes of violations thereof, and preparing corresponding proposals for improving them;

- analyzing the condition and causes of industrial injuries, preparing proposals for averting them, and participating in investigations of industrial accidents or conducting them independently;

- taking necessary measures to enlist qualified experts for the purposes of ensuring the implementation of the provisions of labour law and other legal regulatory acts relating to the protection of workers' health and safety at work, and also in order to obtain information on the effects of applying technologies, using methods and materials on workers' health and safety;

- requesting information needed to fulfill their assigned missions from federal executive agencies and their regional offices, executive agencies of constituent members of the Russian Federation, local government agencies, prosecutors' offices, judicial agencies, and other organisations, and receiving such information without charge;

- receiving workers and examining statements, letters, complaints, and other appeals from citizens concerning violations of their labour rights, and taking measures to eliminate any violations discovered and restore violated rights;

- conducting informational and consulting sessions with employers and workers on issues of compliance with labour law and other legal regulatory acts containing labour law norms;

- informing the public of any discovered violations of labour law and other legal regulatory acts containing labour law norms, and conducting explanatory work concerning citizens' labour rights;

- preparing and publishing annual reports on adherence to labour law and other legal regulatory acts containing labour law norms, and presenting them to the President of the Russian Federation and the Government of the Russian Federation in the established procedure;

other powers in accordance with federal laws and other normative legal acts of the Russian Federation.

Article 357. Basic Rights of State Labour Inspectors

In carrying out state supervision and control over the observance of the labour legislation and other normative legal acts containing norms of labour law, state labour inspectors shall be entitled to:

- visit organisations of all legal and organisational forms and forms of ownership and employers being natural persons for the purposes of conducting inspections, in the procedure established by federal laws and other normative legal acts of the Russian Federation, without hindrance and at any hour, provided they have proper identification;

- request documents, explanations, and information needed to fulfill their monitoring and enforcement functions from employers and their representatives, executive agencies and local government agencies, and to receive such information without charge;

- remove samples of materials and substances being used or processed in order to test them in the procedure established by federal laws and other normative legal acts of the Russian Federation, informing the employer or his representative of such removal, and compile a corresponding report;

- investigate industrial accidents, following established procedures;

- present employers and their representatives with binding injunctions to eliminate violations of labour law and other legal regulatory acts containing labour law norms, restore violated workers' rights, and hold persons guilty of such violations disciplinarily liable or remove them from their positions in accordance with the established procedure;

- make requests to the courts, pursuant to the findings of a state-appointed expert appraisal of labour conditions, that organisations be liquidated or the activities of their structural subdivisions be halted due to violations of workplace safety requirements;

- issue prescriptions for persons who have not undergone, in the established procedure, training in safe working methods and techniques, a labour protection briefing, workplace probation and examination of their knowledge of labour protection requirements not to be cleared for work;

- prohibit the use by employees of individual and collective protective facilities not having certificates of conformity or not meeting state labour protection standards (including technical regulation provisions);

- draw up reports and consider cases of administrative offences within their scope of powers, prepare and send to law-enforcement bodies and to courts other materials (documents) on holding persons at fault accountable under federal laws and other normative legal acts of the Russian Federation;

- act as experts in court on claims concerning violations of the labour legislation and other legal regulatory acts containing labour law norms and restitution of damage caused to the health of production workers.

If a trade union body, worker, or other person appeals to the state labour inspection board on an issue that is under review by the corresponding agency for the review of individual or collective labour disputes (with the exception of claims accepted for review by a court and issues on which a court ruling exists), the state labour inspector shall, upon discovering an obvious violation of labour law or other legal regulatory acts containing labour law norms, be entitled to issue the employer with a binding injunction. The injunction in question may be appealed by the employer in court within ten days from the day it is received by the employer or his representative.

Article 358. Duties of State Labour Inspectors

State labour inspectors, while exercising state supervision and control over the observance of the labour legislation and other normative legal acts containing norms of labour law, shall observe the legislation of the Russian Federation, the rights and lawful interests of employers being natural persons and of employers being legal entities (organisations).

State labour inspectors shall be required to preserve legally protected secrets (state, official, commercial, and others) that become known to them while exercising their powers. They shall also, upon leaving their positions, hold in absolute confidentiality the source of any complaint on insufficiencies or violations of the provisions of the labour legislation and other legal regulatory acts containing labour law norms, and refrain from revealing information to an employer about a petitioner if an audit is being conducted due to the latter's petition and the petitioner objects to the employer's being given information about the source of the complaint.

Article 359. Independence of State Labour Inspectors

In exercising their rights and carrying out their duties, state labour inspectors shall be plenipotentiary representatives of the state and shall enjoy its protection, be independent of state agencies and officials, and serve only the law.

Article 360. Procedures for Inspecting Employers

The procedures for audits conducted by officials of the federal labour inspectorate shall be defined by conventions of the International Labour organisation on issues of labour inspection that have been ratified by the Russian Federation, the present Code, other federal laws, and also decisions of the Government of the Russian Federation and other legal regulatory acts.

For the purposes of implementing state monitoring and enforcement of labour law and other legal regulatory acts containing labour law norms, state labour inspectors shall inspect on the entire territory of the Russian Federation any employers (organisations irrespective of the organisational legal forms and the forms of ownership thereof, and also employers being natural persons) in the procedure established by federal laws and other normative legal acts of the Russian Federation.

In conducting an inspection, a state labour inspector may inform the employer or his representative of his presence, unless he believes that such notice might reduce the effectiveness of enforcement.

Organisations of the Armed Forces of the Russian Federation, security agencies, internal affairs agencies, the State Fire Service, other law enforcement agencies, correctional institutions, organisations of the nuclear and defense industries, and others shall be subject to inspections to be conducted with special procedures involving:

- access for state labour inspectors who have received the corresponding right of entry in advance;
- the conduct of inspections at a scheduled time;
- restrictions on the conduct of inspections during maneuvers or training exercises, declared periods of high alert, and military actions.

A special procedure for conducting inspections shall be established by federal laws and other legal regulatory acts of the Russian Federation.

Article 361. Appealing Decisions of State Labour Inspectors

Decisions of state labour inspectors may be appealed to the corresponding superior by rank, the chief state labour inspector of the Russian Federation, and/or in court. Decisions of the chief state labour inspector of the Russian Federation may be appealed in court.

Article 362. Liability for Violations of Labour Law and Other Legal Regulatory Acts Containing Labour Law Norms

The leaders and other officials of organisations and also employers being natural persons who are guilty of violations of labour law and other legal regulatory acts containing labour law norms shall bear liability in the instances and under the procedures established by the present Code and other federal laws.

Article 363. Liability for Obstructing the Activity of State Labour Inspectors

Persons who obstruct the conduct of state monitoring and enforcement of labour law and other legal regulatory acts containing labour law norms, fail to fulfill injunctions issued to them, make threats of violence or force toward state labour inspectors, their family members, or property shall bear liability as established by federal laws.

Article 364. Liability of State Labour Inspectors

State labour inspectors shall bear liability as established by federal laws for unlawful actions or inaction.

Article 365. The Interaction of the Federal Labour Inspectorate with State Bodies, Local Self-Government Bodies and with Organisations

The federal labour inspectorate shall pursue its activity in interaction with the federal executive governmental bodies charged with the functions of control and supervision in the established area of activity, other federal executive governmental bodies, executive governmental bodies of subjects of the Russian Federation, local self-government bodies, prosecutor's offices, trade unions (associations thereof), associations of employers and other organisations.

Article 366. State Monitoring of the Safe Conduct of Industrial Operations

State monitoring of compliance with rules governing the safe conduct of operations in individual branches of industry and on certain sites shall be carried out by the federal executive body carrying out the functions of control and supervision in the industrial safety area. This agency shall be entitled to enforce the state labour protection regulations on sites of the coal, ore mining, chemical mining, non-ore, oil producing, gas producing, chemical, metallurgical, and oil and gas refining industries, in geological exploration expeditions and detachments, and also in the installation and operation of lifting structures, boiler installations and vessels that operate under pressure, steam and hot water pipelines, on sites associated with the extraction, transport, storage, and utilization of gas, and in conducting explosive operations in industry.

In fulfilling their duties of monitoring the safe conduct of operations, officers of the federal executive body carrying out the functions of control and supervision in the area of industrial safety, shall be independent and subordinate only to the law.

Article 367. State Monitoring of Power and Energy

State monitoring of measures enacted to ensure safe servicing of electric and heat-consuming installations shall be carried out by the federal executive body carrying out the functions of control and supervision in the area of safety of electrical and thermal plants and grids.

In conducting the measures indicated in the first part of this Article, officers of the federal executive power carrying out the functions of control and supervision in the area of safety of electrical and thermal plants and grids shall be independent and subordinate only to the law.

Article 368. State Public Health and Epidemiological Monitoring

State public health and epidemiological monitoring of employers' compliance with public health and anti-epidemic standards and regulations shall be carried out by the federal executive power body carrying out the functions of control and supervision in the area of sanitary-epidemiological welfare of the population.

In monitoring organisations' compliance with the standards and regulations listed in the first part of this Article, officers of the federal executive body carrying out the functions of control and supervision in the area of sanitary-epidemiological welfare of the population shall be independent and subordinate only to the law.

Article 369. State Monitoring of Nuclear and Radiation Safety

State enforcement of rules governing nuclear and radiation safety shall be carried out by the federal executive body carrying out the functions of control and supervision in the area of atomic energy safety.

Persons carrying out monitoring of nuclear and radiation safety shall be required to inform workers and employers of information on violations of standards of nuclear and radiation safety at inspected sites.

In monitoring nuclear and radiation safety, officers of the federal executive body carrying out the functions of control and supervision in the area of atomic energy safety shall be independent and subordinate only to the law.

Chapter 58. Protection of Workers' Labour Rights and Lawful Interests by Trade Unions

Article 370. Right of Trade Unions to Monitor Compliance with Labour Law and Other Legal Regulatory Acts Containing Labour Law Norms, Compliance with the Terms of Collective Agreements and Agreements

Trade unions shall be entitled to monitor compliance with labour law and other legal regulatory acts containing labour law norms, their compliance with the terms of collective agreements and agreements by employers and their representatives.

Within one week from the day of receiving a demand to eliminate discovered violations, employers shall be required to inform the relevant trade union body of the results of their review of the given demand and measures taken.

In monitoring compliance with labour law and other legal regulatory acts containing labour law norms, compliance with the terms of collective agreements and agreements, all-Russian trade unions and associations thereof may create legal and technical inspectorates of trade union labour, which shall be granted powers provided in regulations approved by the all-Russian trade unions and associations thereof.

Interregional and regional associations of trade union organisations that are active within the territory of a constituent member of the Russian Federation may create legal and industrial inspectorates of trade union labour, which shall operate on the basis of regulations they adopt in accordance with the standard regulation of the corresponding all-Russian association of trade unions.

Trade union labour inspectors shall, following established procedures, be entitled to visit without hindrance any employers (organisations irrespective of the organisational legal forms and the forms of ownership thereof, and also employers being natural persons), where members of the given trade union or unions belonging to an association are employed, in order to check on compliance with labour law, other legal regulatory acts containing labour law norms, and laws on trade unions and compliance with the terms of collective agreements and agreements.

Trade union labour inspectors and persons authorized (empowered) by trade unions for matters of workplace safety shall be entitled to:

- monitor employers' compliance with labour law and other legal regulatory acts containing labour law norms;
- conduct independent expert review of working conditions and provisions for worker safety;
- take part in investigations of industrial accidents and work-related illnesses;
- obtain information from the heads and other officials of organisations, employers being individual entrepreneurs on the state of working conditions and workplace safety, and also on all industrial accidents and work-related illnesses;
- defend the rights and lawful interests of trade union members on issues of restitution for harm caused to their health at work;
- present demands to employers that operations be suspended in the event of an imminent threat to the lives and health of workers;
- send employers reports with demands to eliminate discovered violations of the labour legislation and other legal regulatory acts containing labour law standards, consideration of which shall be mandatory;
- conduct audits of the state of working conditions and workplace safety, and of employers' fulfillment of obligations stipulated in collective negotiations and other agreements;
- take part in the work of commissions for the testing and accepting for operation of means of production as independent experts;
- participate in the review of labour disputes associated with violations of the labour legislation and other normative legal acts containing norms of labour law and obligations stipulated in collective negotiations and other agreements, as well as disputes over changes in working conditions;
- participate in preparing drafts of federal laws and other normative legal acts of the Russian Federation, laws and other normative legal acts of subjects of the Russian Federation, normative legal acts of local self-government bodies containing norms of labour law;
- take part in the elaboration of drafts of subordinate normative legal acts establishing state normative requirements of labour protection and also agree upon them in the procedure established by the Government of the Russian Federation;
- have recourse to the appropriate agencies and present demands that guilty persons be held accountable for violations of the labour legislation and other legal regulatory acts containing labour law norms or for concealing industrial accidents.

In exercising the indicated powers, trade unions and their labour inspectorates shall work with the federal executive governmental body empowered to exercise state supervision and control over the observance of the labour legislation and other normative legal acts containing norms of labour law, its territorial bodies, other federal executive governmental bodies charged with the functions of control and supervision in the established area of activity.

Persons authorized (empowered) by trade unions for matters of workplace safety shall be entitled to monitor compliance with workplace safety requirements without hindrance, and submit proposals for

removing discovered violations of workplace safety requirements, consideration of which shall be binding upon the organisation's officials or employers being individual entrepreneurs.

Article 371. Decision-making by an Employer with Consideration Given to the Trade Union's Opinion

An employer shall make decisions with consideration given to the opinion of the relevant trade union in cases provided for in this Code.

Article 372. Procedure for Considering the Opinion of the Elective Body of the Primary Trade Union Organisation When Adopting Local Regulatory Acts

In the cases envisaged by the present Code, other federal laws and other normative legal acts of the Russian Federation, a collective agreement or agreements an employer, prior to taking a decision, shall send a draft local normative act and a substantiation for it to the elected body of the primary trade union organisation representing the interests of all or of the majority of employees.

The elective body of the primary trade union organisation shall, not later than five business days from the day it receives the indicated draft of a local regulatory act, send the employer a reasoned opinion on the draft in writing.

In the event the elective body of the primary trade union organisation's reasoned opinion does not agree with the draft of a local regulatory act or contains proposals for improving it, the employer may agree with it or else shall be required, with three days of receiving the reasoned opinion, to hold additional consultations with the workers' elective body of the primary trade union organisation for the purposes of reaching a mutually acceptable decision.

If no agreement has been reached a report shall be drawn up on the disagreements so arising, and thereafter the employer shall be entitled to adopt a local normative act that is subject to appeal by the elected body of the primary trade union organisation at the relevant state labour inspectorate or in court. Also the elected body of the primary trade union organisation is entitled to commence collective negotiations proceeding in the procedure established by the present Code.

Upon receiving a complaint (petition) from an elective body of the primary trade union organisation, the state labour inspectorate shall be required to conduct an audit within one month of receiving the complaint (petition), and in the event violations are discovered, to issue the employer a binding injunction to repeal the indicated local regulatory act.

Article 373. Procedure for Considering the Reasoned Opinion of an Elective Body of the Primary Trade Union Organisation When Terminating a Labour Contract at the Employer's Initiative

When making a decision regarding the potential termination of a labour contract under Items 2, 3 or 5 of Part 1 of Article 81 of this Code, with a worker who is a member of a trade union, the employer shall send the elected body of the relevant primary trade union organisation a draft of the order as well as copies of documents forming the grounds for the indicated decision.

Within seven business days of receiving the draft of the order and documents, the body of the primary trade union organisation shall review the issue and send the employer its reasoned opinion in writing. Opinions not submitted within the seven-day period shall not be considered by the employer.

If the elective body of the primary trade union organisation expresses disagreement with an employer's proposed decision, it shall hold additional consultations with the employer or its representative, the results of which shall be set forth in a report. If mutual agreement cannot be reached following consultations, the employer shall be entitled, at the end of ten business days from the time it sent the elective body of the primary trade union organisation a copy of its draft and supporting documents, to adopt a final decision which may be appealed at the corresponding state labour inspectorate. The state labour inspectorate shall consider the issue of the termination within ten days of receiving the complaint (petition), and if it finds it to be unlawful shall issue the employer a binding injunction to restore the worker to his position and pay him for any forced absence.

Compliance with the above procedure shall not deprive a worker or an elective body of the primary trade union organisation representing him of the right to appeal a termination directly in court, nor the employer of its right to appeal an injunction of the state labour inspectorate in court.

An employer shall be entitled to terminate a labour contract no later than one month from the day it receives a reasoned opinion from an elective body of the primary trade union organisation. Within the said period the following shall not be taken into account: the periods of the employee's temporary disability, vacation and other leaves of absence when the employee retains his job (position).

Article 374. Guarantees to Workers Who Belong to Collective Elective Bodies of Trade Union Organisations and Have Not Been Released from Their Primary Job

The termination of employment, at the employer's initiative, of the leader (or deputy) of the collective elected bodies of primary trade union organisations, the elected collective bodies of trade union organisations, the structural units of organisations (no lower than shop-level and equivalent subdivisions) who has not been released from his primary job under Items 2, 3, or 5 of Part one of Article 81 of this

Code, shall be allowed, aside from general termination procedures, only upon the consent of the corresponding superior elective trade union body.

In the absence of a superior elective trade union body, the termination of the indicated workers shall be carried out in observance of the procedures established by Article 373 of this Code.

Members of elective collective bodies of trade union organisations who have not been released from their primary job shall be released from it in order to participate as delegates in the work of conferences convened by trade unions, to participate in the work of the elected collective bodies of trade unions, and if there is a provision to this effect in the collective agreement, also for the period of short-term trade union training. The conditions of the release from job duties and procedures for compensating time spent participating in the indicated events shall be defined by collective negotiations or other agreements.

Article 375. Guarantees for Full-Time Trade Unionist Officials

An employee who has been released from his job with an organisation or with an individual entrepreneur to fill an elected position with an elected body of a primary trade union organisation (hereinafter also referred to as a "full-time trade union official" shall be reinstated in the previous job (position) upon the expiry of his/her term of office, or if the job is not available then another job (position) of equal value on his/her consent in writing with the same employer. If the said job (position) cannot be provided due to the winding up of the organisation or to the termination of activity by the individual entrepreneur or to the organisation's/individual entrepreneur's lacking a relevant job (position) the all-Russia (inter-regional) trade union shall preserve the employer's average earnings for the period of his/her looking for a job not exceeding six months, or in the case of training or upgrading, for a term of up to one year. If the employee refuses to take a relevant job (position) offered thereto he/she shall not retain the average earnings for the job-seeking period, except as otherwise established by a decision of the all-Russia (inter-regional) trade union.

The term of office of an elected trade union official in an elected position with an elected body of a primary trade union organisation is included in his/her general and special record of service.

Full-time trade union officials have the same labour rights, guarantees and privileges as the employers of the organisation or individual entrepreneur in accordance with the collective agreement.

Article 376. Guarantees of the Right to Work for Workers Who Are Members of an Elective Trade Union Body

The termination of a labour contract with the leader or deputy of an elective body of the primary trade union organisation within two years following the end of their terms in office, at the employer's initiative under Items 2, 3, or 5 of Part one of Article 81 of this Code, shall be allowed only with adherence to the procedures established in Article 374 of this Code.

Article 377. Employer's Obligation to Create Conditions for the Activities of an Elective Body of the Primary Trade Union Organisation

An employer shall be required to offer the following, free of charge, to elective bodies of primary trade union organisations which unite its employees: space in which to hold sessions and store documents and the opportunity to place information in a place (places) accessible to all workers.

An employer having over 100 employees shall offer the following, free of charge, for use by the elected bodies of primary trade union organisations: at least one furnished, heated area, with electricity supply, as well as office machinery, means of communication, and necessary legal regulatory documents. Other improvements to support the activity of the indicated trade union bodies may be stipulated in collective negotiations agreements.

In accordance with a collective negotiations agreement, the employer may offer the following for free use by an elective body of the primary trade union organisation: buildings, structures, building space, and other sites belonging to or leased by the employer, and also recreation centres and sports and health centres needed to organise recreation and conduct group cultural and physical education/health activities with workers and their family members. At the same time, trade unions shall not be entitled to charge fees for the use of these sites by workers who are not members of the given trade union.

In instances stipulated by a collective negotiations agreement, the employer shall deduct funds for group cultural and physical education/health activities to the primary trade union organisation.

Upon written petitions from workers belonging to the trade union, an employer shall deduct monthly trade union membership contributions from workers' wages to the benefit of the trade union organisation. Procedures for transferring these contributions shall be defined by a collective negotiations agreement. The employer shall not be entitled to delay the transfer of the indicated resources.

Employers that have concluded collective negotiations agreements or at which branch (interbranch) agreements are in force, shall, upon receiving a written petition from their workers who are not trade union members, effect monthly transfers of funds from the indicated workers' wages to the trade

union organisation's accounts under the terms and procedures established by collective negotiations agreements or branch (interbranch) agreements.

Payment of the wages of the leader of an elective body of the primary trade union organisation may be made using the funds of the employer, in amounts established by a collective negotiations agreement.

Article 378. Liability for Violations of Trade Union Rights

Persons who violate the rights and guarantees of the activities of trade unions shall be held liable in accordance with the present Code and other federal laws.

Chapter 59. Self-protection of Labour Rights by Workers

Article 379. Forms of Self-protection

In the interests of protecting his labour rights, a worker may, having notified in writing the employer or his/her immediate supervisor or another representative of the employer, refuse to perform work that is not stipulated in his labour contract or presents a direct threat to his life or health, with the exception of cases provided by the present Code and other federal laws. During the period of his refusal to perform the indicated work, the worker shall retain all rights provided by the labour legislation and other acts containing norms of labour law.

For the purpose of protecting labour rights an employee is also entitled to refuse to perform work in the other cases envisaged by the present Code or other federal laws.

Article 380. Obligation of Employer Not to Obstruct Workers in Exercising Their Right of Self-protection

An employer or employer's representatives shall not be entitled to obstruct workers in exercising the protection of their labour rights.

Chapter 60. Consideration and Resolution of Individual Labour Disputes

Article 381. The Concept of Individual Labour Dispute

An individual labour dispute is an unresolved disagreement between an employer and worker on issues of the application of the labour legislation and other legal regulatory acts containing labour law norms, collective negotiations and other agreements, local normative acts, or labour contracts (including those relating to establishing or changing specific conditions of labour), on which a petition is made to the individual labour dispute review body.

The following shall be considered individual labour disputes: a dispute between an employer and person who previously had labour relations with that employer, or a person who wishes to enter into a labour contract with the employer, in the event the employer declines to enter into such a contract.

Article 382. Individual Labour Dispute Review Bodies

Individual labour disputes shall be heard by a commission on labour disputes and by the courts.

Article 383. Procedure for Reviewing Labour Disputes

Procedures for hearing individual labour disputes shall be regulated by this Code and other federal laws; procedures for hearing cases on labour disputes in the courts shall be additionally defined by civil procedural legislation of the Russian Federation.

The special features relating to hearings of individual labour disputes of specific categories of workers shall be established by federal laws.

Article 384. Formation of Labour Dispute Commissions

Labour disputes commissions shall be set up on the initiative of employees (a representative body of employees) and/or an employer (an organisation or individual entrepreneur) made up of equal number of representatives of the employees and of the employer. An employer and a representative body of employees that have received a proposal in writing to set up a labour disputes commission shall send their representative to sit on the commission within ten days.

Representatives of the employer shall be appointed to sit on the labour disputes commission by the head of the organisation or by an individual entrepreneur if he/she is the employer. Representatives of employees shall be elected to sit on the commission by a general meeting (conference) of employees or delegated by the representative body of employees involving subsequent confirmation at a general meeting (conference) of employees.

Upon a decision adopted by general workers' assembly, labour dispute commissions may be formed in the structural subdivisions of an organisation. These commissions shall be formed and operate on the same principles as labour dispute commissions of the organisation. Labour dispute commissions

formed in structural subdivisions of an organisation may consider individual labour disputes within the limits of those subdivisions' authority.

A labour dispute commission shall have its own stamp. Organisational and technical support for the labour dispute commission's activities shall be provided by the employer.

A labour dispute commission shall elect a commission chairman, deputy chairman and secretary from among its membership.

Article 385. Competence of a Labour Dispute Commission

A labour dispute commission shall be a body for the hearing of individual labour disputes, with the exception of disputes for which this Code or other federal laws have established a different review procedure.

An individual labour dispute shall be heard by the labour dispute commission unless the worker has, independently or through a representative, resolved his disagreement in direct negotiations with the employer.

Article 386. Time Limit for Filing a Claim with a Labour Dispute Commission

A worker may file a claim with a labour dispute commission within three months from the day he learned or should have learned of a violation of his rights.

In the event the established time limit is missed for a good reason, the labour dispute commission may reinstate it and resolve the dispute on its merits.

Article 387. Procedure for the Hearing of a Labour Dispute by a Labour Dispute Commission

Upon receipt by a labour dispute commission, a worker's petition must be registered by the indicated commission.

A labour dispute commission shall be required to hear an individual labour dispute within ten calendar days from the day the worker submitted a petition.

The dispute shall be heard in the presence of the worker who filed the petition or a representative authorized by him. A dispute may be heard in the absence of the worker or his representative only upon the employee's application in writing. In the event the worker or his representative fails to appear at the session of the indicated commission, consideration of the labour dispute will be postponed. In the event of a second failure to appear on the part of the worker or his representative without good reason, the commission may issue a decision to remove the issue from consideration. This shall not deprive the worker of the right to again file a petition for the consideration of his labour dispute, within the time limit established by this Code.

A labour dispute commission shall be entitled to call witnesses and specialists to its hearings. Upon the commission's demand, the employer (a representative thereof) shall, in the established by commission period, be required to submit necessary documents to it.

A session of a labour dispute commission shall be considered legally empowered if not less than half the members representing the workers and not less than half the members representing the employer are present.

A record shall be kept of the labour dispute commission's sessions and shall be signed by the commission's chairman or his deputy and certified by the commission's stamp.

Article 388. Procedure for the Adoption of Rulings by Labour Dispute Commissions, and the Content Thereof

A labour dispute commission shall adopt its ruling by a simple majority vote of those commission members present at the session, using a secret ballot.

A labour dispute commission's ruling shall indicate:

- the name of the organisation or the surname, first name and patronymic of the employer being an individual entrepreneur, and the name of the structural unit if the individual labour dispute is considered by a labour disputes commission of a structural unit of an organisation, and the full name, job position, profession, or specialization of the worker who petitioned the commission;
- the date the case was filed with the commission, date the dispute was heard, and a summary of the dispute;
- a summary of the ruling and its basis (with references to laws or other regulatory acts);
- the voting results.

Copies of the decision of the labour disputes commission signed by the chairman or deputy chairman of the commission, with the stamp of the commission shall be served to the worker and to the employer or their representatives within three days from the date of the ruling.

Article 389. Execution of the Rulings of a Labour Dispute Commission

The ruling of a labour dispute commission shall be executed within three days following upon expiration of the ten-day period provided for filing appeals.

If the decision of the labour disputes commission is not discharged when due the said commission shall issue to the employee a certificate deemed a document of execution. The employee may apply for a certificate within one month after the date of the decision of the labour disputes commission. In the event of laches of the employee for a good reason the labour disputes commission may reinstate the term. No certificate shall be issued if the employee or the employer filed an application within the established term asking for the labour dispute to be referred to a court.

On the basis of a certificate issued by a labour dispute commission and submitted no later than three months from the day it was received, an officer of the court shall effect the compulsory execution of the commission's ruling.

In the event a worker misses the established three-month period with good reason, the labour dispute commission that issued the certificate may renew that period.

Article 390. Appealing the Ruling of a Labour Dispute Commission and Referring an Individual Labour Dispute for Consideration by a Court

In the event an individual labour dispute is not heard by the labour dispute commission within the ten-day period, the worker has the right to refer it for consideration by a court.

The ruling of a labour dispute commission may be appealed by the worker or employer in a court within ten days from the day they were served a copy of the commission's ruling.

In the event the established time limit is missed with good reason, a court may renew that period and consider an individual labour dispute on its merits.

Article 391. Consideration of Individual Labour Disputes in Courts

Individual labour disputes shall be considered in courts upon a petition from the worker, employer, or trade union on behalf of the worker if they do not agree with the ruling of a labour dispute commission, and also upon a petition from a prosecutor if the ruling of a labour dispute commission does not conform to the labour legislation and other acts containing norms of labour law.

The following individual labour disputes shall be heard directly by a court upon a petition by:

- a worker: on the reinstatement in his position, regardless of the basis for terminating his labour contract; on the changing the date or the wording of reasons given for termination; on the transfer to another job; on the reimbursement for time missed due to a forced absence, or for a difference in wages during a period when he performed lower-paid work; on the employer's unlawful actions (omissions) in processing and protecting the personal data of an employee;
- an employer: for restitution by a worker of damage inflicted on an employer, unless otherwise stipulated by federal laws.

The following individual labour disputes shall also be heard directly in courts:

- disputes concerning a hiring rejection;
- disputes of persons working under a labour contract for individual employers not deemed individual entrepreneurs and employees of religious organisations;
- disputes of persons who believe they were subjected to discrimination.

Article 392. Time Limits for Filing for Court Resolution of an Individual Labour Dispute

A worker shall be entitled to file for a court to resolve an individual labour dispute within three months from the day he learned or should have learned of a violation of his rights, or in the case of disputes over terminations, within one month from the day he was served with a copy of a termination order or the day his employment record book was released.

An employer shall be entitled to file claims in court on disputes over restitution of damage inflicted on the employer by a worker within one year from the day the inflicted damage was discovered.

In the event the time limits established in parts one and two of this Article are missed with good reason, they may be extended by a court.

Article 393. Exemption from Court Costs for Employees

When filing a court case on claims arising from labour relations, in particular, concerning non-compliance or improper compliance with the civil-law terms of a labour contract, employees shall be exempted from payment of fees and court costs.

Article 394. Issuing Decisions on Labour Disputes Concerning Dismissal and Transfer to Another Job

If a dismissal or transfer to another job is deemed illegal the employee shall be reinstated in his/her previous job by the body that examines the individual labour dispute.

The body examining the individual labour dispute shall take a decision on paying the employee his/her average earnings for the entire term of involuntary absence at his/her workplace or the difference in earnings for the entire term of performance of a lower paid work.

At the employee's application the body that considers the individual labour dispute may limit itself to issuing a decision on collecting the compensation specified in Part 2 of the present Article for the benefit of the employee.

If a dismissal is deemed illegal the body considering the individual labour dispute can take a decision at the employee's application to modify the language of the ground for the dismissal to "voluntary resignation".

If the language of the grounds and/or reason for the dismissal is deemed improper or inconsistent with a law the court that examines the individual labour dispute shall modify it and indicate in its decision the grounds and reason for the dismissal in compliance with the language of the present Code or another federal law making reference to a relevant Article, Part of Article or Item of Article of the present Code or of another federal law.

If the dismissal is deemed illegal and the effective term of the labour contract has expired over the period of examination of the dispute by the court then the court examining the individual labour dispute shall change the language of the grounds for the dismissal to "dismissal upon the expiry of the term of a labour contract".

If in the cases specified by the present article a court, having declared a dismissal of an employee illegal, does not issue a decision on reinstatement of the employee but rather issues a decision on modifying the language of the ground for the dismissal then the date of the dismissal shall be changed to the date of the court's decision. If, as of the time of issuance of this decision, the employee, after the disputed dismissal, has entered into labour relations with another employer the date of the dismissal shall be changed to the date preceding the date of hiring by the other employer.

If incorrect language of the ground and/or reason for a dismissal stated in the work-record book hindered the employee's being hired to work at another job the court shall take a decision to pay out to the employee the average earnings for the entire period of his/her involuntary absence at his/her workplace.

In the event of a dismissal without legal grounds or in breach of the established dismissal procedure or of an illegal transfer to another job the court, at the employee's request, may issue a decision on collecting monetary compensation for the benefit of the employee for moral harm inflicted thereupon by said actions. The amount of the compensation shall be set by the court.

Article 395. Satisfaction of a Worker's Monetary Demands

If the body examining an individual labour dispute finds a worker's monetary demands to be justified, they shall be satisfied in full.

Article 396. Execution of Judgments Concerning Job Reinstatement

A judgment ordering the reinstatement of an unlawfully fired worker, or reinstatement of a worker who was unlawfully transferred to another job to his previous job, shall be subject to immediate execution. If the employer delays in executing such a judgment, the body that adopted it shall issue a ruling ordering that the worker be paid his average wage (or difference in wage) for the entire period of delay in executing the judgment.

Article 397. Limitation on the Retroactive Recovery of Amounts Paid under Judgments Issued by Bodies That Examine Individual Labour Disputes

When a judgment is reversed through an review process, the retroactive recovery from an employee of amounts paid to him in accordance with a judgment issued by a body that examined an individual labour dispute shall be allowed only in cases where the repealed decision was based on false information or forged documents presented by the employee.

Chapter 61. Consideration and Resolution of Collective Labour Disputes

Article 398. Basic Concepts

Collective labour disputes are unresolved disagreements between workers (or their representatives) and employers (or their representatives) concerning the establishment and changing of working conditions (including wages), the making, changing, and fulfillment of collective negotiations agreements and other agreements, and also disagreements concerning an employer's refusal to consider the opinion of an elected workers' representative body in adopting local normative acts.

Reconciliation procedures are examinations of collective labour disputes for the purposes of resolving them through reconciliation commissions with the participation of a mediator and/or in labour arbitration.

The commencement of a collective labour dispute shall be the day when notice is made of the decision of an employer (or the latter's representative) to decline all or some of the demands presented by its workers (or the latter's representatives), or the failure by an employer (or the latter's representative) to give notice under Article 400 of this Code of its decision.

A strike is a temporary voluntary refusal of workers to perform job duties (fully or in part) for purposes of resolving a collective labour dispute.

Article 399. Presentation of Demands by Employees and Their Representatives

Employees and their representatives, as defined according to Articles 29 - 31 and Part 5 of Article 40 of this Code, shall have the right to present demands.

Demands presented by employees and/or a representative body of the employees of a given organisation (branch, mission, or other separate structural subdivision) or individual entrepreneur shall be approved at a corresponding employees' assembly (conference), shall be set out in writing and sent to the employer.

An employees' assembly shall be considered legally authorized if over one half of the employees are present at it. A conference shall be considered legally authorized if not less than two thirds of the elected delegates are present.

An employer shall be required to provide the employees or employees' representatives with premises sufficient to hold an assembly (conference) considering demands to be presented, and shall not be entitled to obstruct the conduct thereof.

Demands presented by trade unions and associations thereof shall be presented and sent to the appropriate parties of a social partnership.

A copy of the demands may be sent to the relevant state body charged with regulation of collective labour disputes. In this case the state body charged with regulation of collective labour disputes shall check if the other party to the collective labour dispute has received the demands.

Article 400. Considering Demands of Employees, Trade Unions and Associations Thereof

An employer shall accept for examination demands sent thereto by employees. The employer shall send a notice in writing of the decision made to the representative body of employees of the organisation (branch, representative office or another detached structural unit) or of the individual entrepreneur within three working days after the receipt of the demands.

Representatives of employers (associations of employers) shall accept for examination demands sent thereto by trade unions (associations thereof) and notify in writing the trade unions (the associations thereof) of the decision taken, within one month of the receipt of the demands.

Article 401. Reconciliation Procedures

The procedure for resolving a collective labour dispute shall consist of the following stages: consideration of the dispute by a reconciliation commission, and consideration with the participation of a mediator and/or in labour arbitration.

Review of a collective labour dispute by a reconciliation commission shall be a mandatory step.

Each party to a collective labour dispute shall, at any time after the dispute has begun, have the right to turn to the relevant state body for the resolution of collective labour disputes to give notice of and register the dispute.

Neither party to a collective labour dispute shall have the right to evade participation in reconciliation procedures.

Representatives of parties, reconciliation commissions, mediators, labour arbitration panels, and the state body charged with regulation of collective labour disputes shall be required to use all opportunities afforded them under law to resolve the collective labour dispute.

Reconciliation procedures shall be conducted within time limits established by this Code.

If necessary, the time limits provided for conducting reconciliation procedures may be extended with the consent of the parties to a collective labour dispute.

In the procedure established by federal law employees have the right to hold meetings, rallies, demonstrations or pickets in support of their demands during the consideration and resolution of a collective labour dispute, including the period of organising and taking industrial action.

Article 402. The Consideration of a Collective Labour Dispute by a Reconciliation Commission

A reconciliation commission shall be set up within three working days after the commencement of a labour dispute.

A decision on setting up a reconciliation commission when a labour dispute is resolved at the local level of social partnership shall be formalised by an appropriate order (instructions) of the employer and a decision of the representative of employees. Decisions on setting up reconciliation commissions in the event of resolution of collective labour disputes at other levels of social partnership shall be formalised by relevant acts (an order, instructions, decision) of representatives of employers and representatives of employees.

A reconciliation commission shall be made up of representatives of the parties to a collective labour dispute on a parity basis.

The parties to a collective labour dispute have neither a right to decline from forming a reconciliation commission nor to participate in its deliberations.

The employer shall ensure favourable conditions for the operation of the reconciliation commission.

A collective labour dispute shall be considered by a reconciliation commission within five working days after the issuance of the acts whereby the commission was set up. The said term may be extended by mutual agreement of the parties. A decision on the extension of the term shall be made in the form of minutes.

A decision of the reconciliation commission shall be adopted by agreement of the parties to the collective labour dispute, it shall be made formal by means of minutes, and it shall be binding on the parties to the dispute and shall be implemented in the procedure and within the term established by a decision of the reconciliation commission.

If no agreement has been reached in the reconciliation commission the parties to the collective labour dispute shall start talks on the invitation of a mediator and/or on setting up a labour tribunal.

Article 403. Consideration of a Collective Labour Dispute with the Participation of a Mediator

After a reconciliation commission has compiled a report of disagreement, the parties to a collective labour dispute may invite a mediator within three business days. If needed, the parties to a collective labour dispute may turn to the relevant state body for the resolution of collective labour disputes to recommend a candidate for mediator. If the parties to a collective labour dispute have not reached agreement within three business days regarding a choice of mediator, they shall move on to the talks on the creation of a labour arbitration tribunal.

The procedures for examining a collective labour dispute with the participation of a mediator shall be defined by agreement of the parties to a collective labour dispute with the participation of a mediator.

A mediator shall be entitled to request and receive from the parties to a collective labour dispute any necessary documents and information concerning the dispute.

The consideration of a collective labour dispute with the participation of a mediator shall be accomplished within a period of up to seven business days from the day he was invited or appointed. It shall be concluded with the parties' acceptance of a coordinated resolution in writing, or the drafting of a report of disagreement.

Article 404. Consideration of a Collective Labour Dispute by a Labour Arbitration Tribunal

A labour arbitration tribunal shall be a temporary body for the consideration of a collective labour dispute, created in cases where the parties to the dispute have entered an agreement in writing binding them to fulfill its decisions.

A labour arbitration tribunal shall be created by the parties to a collective labour dispute and the relevant state body for the resolution of collective labour disputes not later than three business days from the day a reconciliation commission or mediator has concluded its consideration of the dispute.

The creation of a labour arbitration tribunal, its composition, rules, and powers shall be formalized in a corresponding decision of the employer, workers' representative, and the state body charged with regulation of collective labour disputes.

The collective labour dispute shall be examined by the labour arbitration tribunal, with the participation of representatives of the parties to that dispute, within five business days from the day of its creation.

The labour arbitration tribunal shall examine the claims filed by the parties to the collective labour dispute; obtain necessary documents and information concerning the dispute; inform state agencies and local government agencies, when necessary, of the potential social consequences of the collective labour dispute; and shall take a decision on the essence of the collective labour dispute.

The decision of a labour arbitration tribunal on resolving a collective labour dispute shall be conveyed to the parties to that dispute in writing.

In cases when in keeping with Parts 1 and 2 of Article 413 of the present Code no industrial action can be conducted for the purpose of resolving a collective labour dispute a labour tribunal shall be established in an obligatory procedure and its decision shall be binding on the parties. In this case, if the parties do not reach an agreement on setting up a labour tribunal, its composition, rules and powers then a decision on these issues shall be taken by the relevant state body charged with regulation of collective labour disputes.

Article 405. Guarantees Connected to the Resolution of a Collective Labour Dispute

While participating in the resolution of a collective labour dispute, members of a reconciliation commission and labour arbiters shall be released from their primary jobs, retaining their average wage for a period of not more than three months in the course of a single year.

While participating in the resolution of a collective labour dispute, workers' representatives and their associations may not be subjected to disciplinary sanctions, transferred to a different job, or

terminated at the employer's initiative without the consent of the body that authorized them for representative service.

Article 406. Evasion of Participation in Reconciliation Procedures

If one of the parties to a collective labour dispute evades participation in the creation or work of a reconciliation commission, the collective labour dispute shall be assigned to a labour arbitration tribunal.

If employers (representatives thereof) decline to set up a labour tribunal or refuse to implement its decisions employees may start to organise industrial action, except for cases when according to Parts 1 and 2 of Article 413 of the present Code no industrial action may be conducted for the purpose of resolving a collective labour dispute.

Article 407. The Participation of State Bodies Charged with Regulation of Collective Labour Disputes in the Resolution of Collective Labour Disputes

The state bodies charged with regulation of collective labour disputes are as follows: the federal executive governmental body responsible for the provision of state services in the area of settling collective labour disputes, and the executive governmental bodies of the subjects of the Russian Federation taking part in settling collective labour disputes.

The federal executive governmental body responsible for the provision of state services in the area of settling collective labour disputes shall:

carry out the notification registration of collective labour disputes concerning the conclusion, amendment and performance of agreements concluded on the federal level of social partnership, collective labour disputes in the organisations financed from the federal budget, and also collective labour disputes taking place when according to Parts 1 and 2 of Article 413 of the present Code no industrial action may be conducted for the purpose of resolving a labour dispute;

assist in the settlement of said collective labour disputes;

keep a database intended for keeping a record of labour arbitrators;

organise the training of labour arbitrators.

The executive governmental bodies of the subjects of the Russian Federation taking part in settling collective labour disputes shall:

carry out the notification registration of collective labour disputes, except for the labour disputes specified in Part 2 of the present Article;

assist in the settlement of said collective labour disputes.

Within the scope of their powers the state bodies responsible for settling collective labour disputes shall:

verify if necessary the powers of representatives of the parties to a collective labour dispute;

reveal, analyse and summarise the causes/reasons for the emergence of collective labour disputes, prepare proposals for the elimination thereof;

provide methodological assistance to the parties to a collective labour dispute at all stages of its examination and resolution;

arrange in the established procedure for the financing of reconciliation proceedings.

While they organise the work of settling collective labour disputes the state bodies responsible for settling collective labour disputes shall interact with representatives of employers and employees.

Employees of the state bodies responsible for settling collective labour disputes are entitled in the procedure established by federal laws and other normative legal acts of the Russian Federation to visit without hindrance, on presentation of their identity cards of the established form, any employers (organisations, irrespective of the organisational legal forms and the forms of ownership thereof) for the purpose of settling collective labour disputes, revealing and eliminating causes/reasons from which the disputes stem.

Article 408. Agreements During Resolution of a Collective Labour Dispute

An agreement reached by the parties to a collective labour dispute in the course of resolving that dispute shall be drawn up in writing and shall be binding upon the parties to the collective labour dispute. Monitoring of its implementation shall be carried out by the parties to the dispute.

Article 409. Right to Strike

In accordance with Article 37 of the Constitution of the Russian Federation, the right of workers to strike as a means of resolving collective labour disputes is acknowledged.

If the conciliatory proceedings have not lead to resolution of the collective labour dispute or if the employer (representatives thereof) or representatives of employers decline to take part in the conciliatory proceedings, fail to observe an agreement reached in the course of settlement of the collective labour dispute or default on performing a decision of a labour arbitrator which is binding on the parties then the employees or representatives thereof are entitled to start preparing industrial action, except for cases

when according to Parts 1 and 2 of Article 413 no industrial action may be conducted for the purpose of resolving a collective labour disputes.

Participation in a strike shall be voluntary. No one can be forced to participate or not participate in a strike.

Persons who coerce workers to participate or not participate in a strike shall bear disciplinary, administrative, and criminal liability under procedures established by this Code and other federal laws.

An employer's representatives shall not be entitled to organise or take part in a strike.

Article 410. Declaring a Strike

A decision on declaring a strike shall be taken by a meeting (conference) of employees of an organisation (branch, representative office or another detached structural unit) or individual entrepreneur of the proposal of the representative body of employees which has been earlier empowered by the employees to resolve a collective labour dispute.

A decision on the participation of the employees of a given employer in industrial action that is declared by a trade union (an association of trade unions) shall be taken by a meeting (conference) of the employees of this employer without implementing conciliatory proceedings.

The meeting of the employees of this employer is deemed competent if attended by at least half of the total number of the employees.

The conference of the employees of this employer is deemed competent if attended by at least two thirds of conference delegates.

The employer is to provide premises and create the necessary conditions for holding the meeting (conference) of employees and does not have the right to obstruct the holding thereof.

A decision shall be deemed adopted if at least a half of the employees who attended the meeting (conference) have voted for it. If a meeting (conference) of the employees cannot be held (convened) the representative body of the employees is entitled to confirm its decision by collecting the signatures of over half of the employees in support of a strike.

After five calendar days of deliberations of a conciliation commission an one-off one-hour preventive strike may be declared, with a notice in writing about it being given to the employer at least three working days in advance.

If a preventive strike is conducted the body which leads the strike shall ensure the minimum necessary works (services) in accordance with the present Code.

The employer shall be notified of the beginning of a forthcoming strike in writing at least ten calendar days in advance.

The following shall be available in a decision on declaration of a strike:

a list of disagreements of the parties to the collective labour dispute that are deemed grounds for the declaration and conduct of the strike;

the date and time of beginning of the strike, its would be duration and would-be number of participants. Notably, the strike shall not be started after the expiry of two months after the decision on declaration of the strike;

the name of the body that leads the strike, the composition of the representatives of employees who are empowered to take part in conciliatory proceedings;

proposals for the minimum necessary works (services) to be performed during the period of the strike by employees of the organisation (branch, representative office or other detached structural unit) or the individual entrepreneur.

The employer shall notify the relevant state body responsible for settling collective labour disputes of the forthcoming strike.

If the strike is not commenced within the term defined by the decision on declaration of the strike the further resolution of the collective labour dispute shall take place in the procedure established by Article 401 of the present Code.

Article 411. Body Leading a Strike

A strike shall be led by a representative body of the workers. The body leading the strike shall be entitled to convene an assembly (conference) of workers, obtain information from the employer on issues affecting the workers' interests, and enlist specialists to prepare findings on contested issues.

The body leading a strike shall be entitled to suspend it. In order to resume a strike, a second review of the dispute by a reconciliation commission or labour arbitration tribunal shall not be required. The employer and the relevant state body for the resolution of collective labour disputes must be warned of the resumption of a strike at least three business days in advance.

Article 412. Obligations of the Parties to a Collective Labour Dispute During a Strike

While a strike is being conducted, the parties to a collective labour dispute shall be required to continue efforts to resolve the dispute through reconciliation procedures.

The employer, executive agencies, local government agencies, and the body leading the strike shall be required to take all measures in their power during the strike to ensure public order and the integrity of the property of the employer and the workers, as well as the functioning of any machines and equipment, stoppage of which would present an imminent threat to the life and health of human beings.

A list of the minimum work (services) performed during the period of the industrial action by employees of the organisations (branches, representative offices or other detached structural units) or individual entrepreneurs the activities of which are associated with the safety of persons, health support, and the vital interests of society, shall be elaborated for each branch (sub-branch) of the economy and approved by the federal executive agency responsible for coordinating and regulating activities in the corresponding branch (sub-branch) of the economy, in coordination with the corresponding all-Russian trade union. If there are several all-Russian trade unions active in a branch (sub-branch) of the economy, the list of minimum necessary work (services) shall be coordinated with all all-Russian trade unions active in that branch (sub-branch) of the economy. Procedures for elaborating and approving the list of minimum necessary work (services) shall be defined by the Government of the Russian Federation.

On the basis of lists of minimum necessary work (services), compiled and approved by the corresponding federal executive agencies, an executive agency of a constituent member of the Russian Federation shall elaborate and approve, in coordination with the corresponding regional associations of trade union organisations (associations of trade unions), regional lists of the minimum necessary work (services) that specify the content and define procedures for applying federal branch lists of minimum necessary work (services) within the corresponding constituent member of the Russian Federation.

The minimum necessary work (services) performed during the period of the strike by employees of the organisation (branch, representative office or other detached structural unit) or the individual entrepreneur shall be determined by an agreement of the parties to a collective labour dispute within five days from the day a decision is adopted to declare a strike, in conjunction with a local government body, based on the lists of minimum necessary work (services). The inclusion of a type of work (services) in the minimum necessary work (services) must be supported by the probability of harm being caused to health or a threat to citizens' lives. The minimum necessary work (services) may not include work (services) not envisaged in the corresponding lists of minimum necessary work (services).

If an agreement is reached, the minimum necessary work (services) shall be set by an executive agency of the constituent member of the Russian Federation.

A decision of the indicated agency to establish the minimum necessary work (services) may be appealed in a court by the parties to a collective labour dispute.

If the minimum necessary work is not provided, the strike may be declared unlawful.

Article 413. Unlawful Strikes

In accordance with Article 55 of the Constitution of the Russian Federation, strikes shall be considered unlawful and shall not be allowed:

a) during periods when martial law, a state of emergency, or special measures are declared in accordance with legislation on emergency situations; within the organisations and bodies of the Armed Forces of the Russian Federation, other military, militarized, and other formations, organisations (branches, representative offices or other detached structural units) directly charged with issues of national defense, national security, emergency lifesaving, search-and-rescue, and firefighting operations and the prevention or management of natural disasters and emergencies; in law enforcement agencies; and in organisations (branches, representative offices or other detached structural units) directly involved in servicing especially hazardous types of industrial works or equipment and emergency and urgent medical assistance centres;

b) in the organisations (branches, representative offices or other detached structural units) directly related to providing vital services to the population (energy supply, heating and heat supply, water supply, gas supply, air, rail, and water transportation, communications, and hospitals), including cases where strikes would create a threat to national defense, state security, and the lives and health of human beings.

The right to strike may be restricted by federal law.

During a collective labour dispute, a strike shall be unlawful if it was declared in disregard of the time limits, procedures, and requirements stipulated in the present Code.

The decision to declare a strike unlawful shall be made by the supreme court of a republic, a territory or region, a court of a city of federal importance, or a court of an autonomous region or district, upon a petition filed by an employer or prosecutor.

The court decision shall be made known to the workers through the body leading the strike, which shall be required to immediately inform the strike participants of the court's decision.

Once it goes into effect, a court decision to declare a strike unlawful shall be subject to immediate execution. Workers shall be required to halt the strike and resume work no later than the day after a copy of the indicated court decision is served on the body leading the strike.

If there exists a direct threat to persons' lives and health, a court shall be entitled to postpone an imminent strike for a period of up to 30 days, or to suspend one that has begun for that same period.

In instances that are of particular importance for ensuring the vital interests of the Russian Federation or individual territories thereof, the Government of the Russian Federation shall be entitled to suspend a strike until the issue is resolved by the appropriate court, but not for longer than ten calendar days.

Article 414. Guarantees and the Legal Position of Workers When a Strike Is Held

A worker's participation in a strike may not be considered a violation of labour discipline or grounds for terminating his labour contract, with the exception of instances of a failure to fulfill the obligation to halt a strike in accordance with Article 413, part six of this Code.

It shall be prohibited to apply disciplinary measures against workers who participate in a strike, with the exception of the cases stipulated in part six of Article 413 of this Code.

Workers participating in a strike shall retain their job position and office during a strike period.

The employer shall be entitled not to pay workers wages during the time they are participating in a strike, with the exception of workers engaged in fulfilling the mandatory minimum of work (services).

A collective negotiations agreement or other agreement(s) reached in the course of resolving a collective labour dispute may provide for compensatory payments to workers participating in a strike.

Employees who do not participate in a strike but are prevented by it from performing their jobs and submit a written petition explaining that a work stoppage has begun for this reason, shall be paid for idle time not attributable to employees, in the amounts and under the procedures provided in this Code. The employer shall be entitled to transfer the indicated employees to another job under the procedures provided in this Code.

A collective negotiations agreement or other agreement(s) reached in the course of resolving a collective labour dispute may provide for a more preferential system of payments to employees not participating in strikes than that provided in this Code.

Article 415. Prohibition on Lockout

In the process of resolving a collective labour dispute, including during strike actions, it shall be forbidden to employ lockout termination of workers' employment at the employer's initiative due to their participation in a collective labour dispute or strike.

Article 416. Liability for Evading Participation in Reconciliation Procedures, Failure to Fulfill an Agreement Reached as a Result of a Conciliation Procedure, Default on the Performance of, or Refusal to Perform, a Decision of a Labour Arbitrator

Employer's representatives who avoid receiving workers' demands and evade participation in reconciliation procedures, including by failing to provide premises for workers to hold an assembly (conference) on the presentation of demands or declaration of a strike, or obstruct such an assembly or conference, shall bear disciplinary liability in accordance with this Code or administrative liability under the procedure established by the legislation of the Russian Federation on administrative violations.

Employer's representatives and workers who are guilty of failing to fulfill their obligations under an agreement reached as a result of reconciliation procedures and also at fault for a default on the performance of, or refusing to perform, a decision of a labour arbitrator, shall be held administratively liable under the procedure established by the legislation of the Russian Federation on administrative violations.

Article 417. Liability of Workers for Illegal Strikes

Workers who proceed to hold a strike or fail to halt a strike the working day after the body leading the strike is informed of a legally enforceable court decision to declare a strike unlawful or to postpone or suspend a strike, may be subject to disciplinary punishment for violating labour discipline.

A workers' representative body that announces or fails to halt a strike after it has been declared unlawful shall be required to compensate the employer for losses caused by the unlawful strike at its own expense, with amounts to be determined by a court.

Article 418. Documentation of Resolution Procedures During a Collective Labour Dispute

The actions of the parties to a collective labour dispute and any agreements and decisions reached in connection with the resolution of the dispute shall be compiled in a record by the parties' representatives, reconciliation bodies, and the body leading the strike.

Chapter 62. Liability for Violations of Labour Law and Other Acts Containing Labour Law Norms

Article 419. Types of Liability for Violations of Labour Law and Other Acts Containing Labour Law Norms

Persons guilty of violating labour law and other acts containing labour law norms shall be held to disciplinarily and materially liable, following the procedures established by the Code and other federal laws, and shall also be held civilly, administratively, and criminally liable following procedures established by federal laws.

Part 6

Section XIV. Concluing Provisions

Article 420. Time Period for Putting the Present Code into Effect

This Code shall take effect as of February 1, 2002.

Article 421. Procedure and Term for Introducing the Minimum Wage Rate Envisaged by Part 1 of Article 133 of the Present Code

The procedure and term for the phased raising of minimum wage rate to the rate envisaged by Part 1 of Article 133 of the present Code shall be established by a federal law.

Article 422. Recognising Individual Legislative Acts as Abolished

The following are to be recognised as abolished as of February 1, 2002:

the Labour Code of the RSFSR approved by the Law of the RSFSR of December 9, 1971 on Approving the Labour Code of the RSFSR (Vedomosti Verkhovnogo Soveta RSFSR, 1971, No. 50, item 1007);

the Decree of the Presidium of the Supreme Council of the RSFSR of March 15, 1972 on the Procedure for Putting into Effect the Labour Code of the RSFSR (Vedomosti Verkhovnogo Soveta RSFSR, 1972, No. 12, item 301);

the Decree of the Presidium of the Supreme Council of the RSFSR of September 20, 1973 on Amending Article 240 of the Labour Code of the RSFSR (Vedomosti Verkhovnogo Soveta RSFSR, 1973, No. 39, item 825);

the Law of the RSFSR of December 19, 1973 on Approving Decrees of the Presidium of the Supreme Council of the RSFSR Which Introduce Certain Amendments and Additions to Existing Legislation of the RSFSR (Vedomosti Verkhovnogo Soveta RSFSR, 1973, No. 51, item 1110) as it pertains to approving the Decree of the Presidium of the Supreme Council of the RSFSR of September 20, 1973 on Amending Article 240 of the Labour Code of the RSFSR;

the Decree of the Presidium of the Supreme Council of the RSFSR of July 23, 1974 on the Introduction of Amendments and Additions to the Labour Code of the RSFSR (Vedomosti Verkhovnogo Soveta RSFSR, 1974, No. 30, item 806);

the Law of the RSFSR of August 2, 1974 on Approving Decrees of the Presidium of the Supreme Council of the RSFSR Which Introduce Certain Amendments and Additions to Existing Legislation of the RSFSR (Vedomosti Verkhovnogo Soveta RSFSR, 1974, No. 32, item 854) as it pertains to approving the Decree of the Presidium of the Supreme Council of the RSFSR of July 23, 1974 on the Introduction of Amendments and Additions to the Labour Code of the RSFSR;

the Decree of the Presidium of the Supreme Council of the RSFSR of December 30, 1976 on the Introduction of Amendments and Additions to the Labour Code of the RSFSR (Vedomosti Verkhovnogo Soveta RSFSR, 1977, No. 1, item 1);

the Law of the RSFSR of July 20, 1977 on Approving Decrees of the Presidium of the Supreme Council of the RSFSR Which Introduce Certain Amendments and Additions to Existing Legislation of the RSFSR (Vedomosti Verkhovnogo Soveta RSFSR, 1977, No. 30, item 725) as it pertains to approving the Decree of the Presidium of the Supreme Council of the RSFSR of December 30, 1976 on the Introduction of Amendments and Additions to the Labour Code of the RSFSR;

the Decree of the Presidium of the Supreme Council of the RSFSR of January 15, 1980 on the Introduction of Amendments to Article 31 of the Labour Code of the RSFSR (Vedomosti Verkhovnogo Soveta RSFSR, 1980, No. 3, item 68);

the Law of the RSFSR of March 26, 1980 on Approving Decrees of the Presidium of the Supreme Council of the RSFSR on the Introduction of Amendments and Additions to Certain Legislative Acts of the RSFSR (Vedomosti Verkhovnogo Soveta RSFSR, 1980, No. 14, item 352) as it pertains to approving the Decree of the Presidium of the Supreme Council of the RSFSR of January 15, 1980 on the Introduction of Amendments to Article 31 of the Labour Code of the RSFSR;

the Decree of the Presidium of the Supreme Council of the RSFSR of August 12, 1980 on the Introduction of Amendments to the Labour Code of the RSFSR (Vedomosti Verkhovnogo Soveta RSFSR, 1980, No. 34, item 1063);

the Law of the RSFSR of November 20, 1980 on Approving Decrees of the Presidium of the Supreme Council of the RSFSR on the Introduction of Amendments and Additions to the Criminal Code, Criminal Procedure Code, and Civil Procedure Code and the Labour Code of the RSFSR (Vedomosti

Verkhovnogo Soveta RSFSR, 1980, No. 48, item 1597) as it pertains to approving the Decree of the Presidium of the Supreme Council of the RSFSR of August 12, 1980 on the Introduction of Amendments and Additions to the Labour Code of the RSFSR;

the Decree of the Presidium of the Supreme Council of the RSFSR of November 19, 1982 on the Introduction of Amendments to the Labour Code of the RSFSR (Vedomosti Verkhovnogo Soveta RSFSR, 1982, No. 47, item 1725);

the Law of the RSFSR of December 1, 1982 on Approving Decrees of the Presidium of the Supreme Council of the RSFSR on the Introduction of Amendments and Additions to Certain Legislative Acts of the RSFSR (Vedomosti Verkhovnogo Soveta RSFSR, 1982, No. 49, item 1830) as it pertains to approving the Decree of the Presidium of the Supreme Council of the RSFSR of November 19, 1982 on the Introduction of Amendments to the Labour Code of the RSFSR;

the Decree of the Presidium of the Supreme Council of the RSFSR of December 20, 1983 on the Introduction of Amendments and Additions to the Labour Code of the RSFSR (Vedomosti Verkhovnogo Soveta RSFSR, 1983, No. 51, item 1782);

the Law of the RSFSR of January 6, 1984 on Approving Decrees of the Presidium of the Supreme Council of the RSFSR on the Introduction of Amendments and Additions to Certain Legislative Acts of the RSFSR (Vedomosti Verkhovnogo Soveta RSFSR, 1984, No. 2, item 73) as it pertains to approving the Decree of the Presidium of the Supreme Council of the RSFSR of December 20, 1983 on the Introduction of Amendments to the Labour Code of the RSFSR;

Item 1 of the Decree of the Presidium of the Supreme Council of the RSFSR of January 18, 1985 on the Introduction of Amendments and Additions to Certain Legislative Acts of the RSFSR (Vedomosti Verkhovnogo Soveta RSFSR, 1985, No. 4, item 117);

Section IV of the Decree of the Presidium of the Supreme Council of the RSFSR of May 28, 1986 on the Introduction of Amendments and Additions to Certain Legislative Acts of the RSFSR (Vedomosti Verkhovnogo Soveta RSFSR, 1986, No. 23, item 638);

Item 1 of the Decree of the Presidium of the Supreme Council of the RSFSR of November 19, 1986 on Certain Amendments to the Procedure for Collecting Support Payments for Minor Children (Vedomosti Verkhovnogo Soveta RSFSR, 1986, No. 48, item 1397);

Article 2 of the Law of the RSFSR of July 7, 1987 on the Introduction of Amendments and Additions to Certain Legislative Acts of the RSFSR (Vedomosti Verkhovnogo Soveta RSFSR, 1987, No. 29, item 1060);

the Decree of the Presidium of the Supreme Council of the RSFSR of September 29, 1987 on the Introduction of Amendments and Additions to the Labour Code of the RSFSR (Vedomosti Verkhovnogo Soveta RSFSR, 1987, No. 40, item 1410);

the Law of the RSFSR of October 30, 1987 on Approving Decrees of the Presidium of the Supreme Council of the RSFSR on the Introduction of Amendments and Additions to Certain Legislative Acts of the RSFSR (Vedomosti Verkhovnogo Soveta RSFSR, 1987, No. 45, item 1553) as it pertains to approving the Decree of the Presidium of the Supreme Council of the RSFSR of September 29, 1987 on the Introduction of Amendments and Additions to the Labour Code of the RSFSR;

the Decree of the Presidium of the Supreme Council of the RSFSR of February 5, 1988 on the Introduction of Amendments and Additions to the Labour Code of the RSFSR (Vedomosti Verkhovnogo Soveta RSFSR, 1988, No. 6, item 168);

the Decree of the Presidium of the Supreme Council of the RSFSR of March 31, 1988 on the Introduction of Amendments and Additions to the Labour Code of the RSFSR (Vedomosti Verkhovnogo Soveta RSFSR, 1988, No. 14, item 395);

the Law of the RSFSR of April 20, 1988 on Approving Decrees of the Presidium of the Supreme Council of the RSFSR on the Introduction of Amendments and Additions to Certain Legislative Acts of the RSFSR (Vedomosti Verkhovnogo Soveta RSFSR, 1988, No. 17, item 541) as it pertains to approving the Decrees of the Presidium of the Supreme Council of the RSFSR on the Introduction of Amendments and Additions to the Labour Code of the RSFSR of February 5, 1988 and on the Introduction of Amendments and Additions to the Labour Code of the RSFSR of March 31, 1988;

Law of the RSFSR No. 1028-I of April 19, 1991 on Raising Social Guarantees for Workers (Vedomosti S'yezda narodnykh deputatov RSFSR i Verkhovnogo Soveta RSFSR, 1991, No. 17, item 506);

Resolution of the Supreme Council of the RSFSR No. 1029-I of April 19, 1991 on Procedure for Bringing into Effect the Law of the RSFSR on Raising Social Guarantees for Workers (Vedomosti S'yezda narodnykh deputatov RSFSR i Verkhovnogo Soveta RSFSR, 1991, No. 17, item 507);

Article 3 of Law of the RSFSR No. 1991-I of December 6, 1991 on Raising the Minimum Wage (Vedomosti S'yezda narodnykh deputatov RSFSR i Verkhovnogo Soveta RSFSR, 1991, No. 51, item 1797);

Law of the Russian Federation No. 2502-I of March 12, 1992 on the Introduction of Amendments to the Labour Code of the RSFSR (Vedomosti S'yezda narodnykh deputatov RSFSR i Verkhovnogo Soveta RSFSR, 1992, No. 14, item 712);

Law of the Russian Federation No. 3543-I of September 25, 1992 on the Introduction of Amendments and Additions to the Labour Code of the RSFSR (Vedomosti S'yezda narodnykh deputatov Rossijskoj Federatsii i Verkhovnogo Soveta RSFSR, 1992, No. 41, item 2254);

Law of the Russian Federation No. 4176-I of December 22, 1992 on the Introduction of Additions to Article 65 of the Labour Code of the Russian Federation (Vedomosti S'yezda narodnykh deputatov RSFSR i Verkhovnogo Soveta RSFSR, 1993, No. 1, item 16);

Article 5 of Law of the Russian Federation No. 4693-I of March 30, 1993 on the Minimum Wage (Vedomosti S'yezda narodnykh deputatov RSFSR i Verkhovnogo Soveta RSFSR, 1993, No. 16, item 553);

Item 2 of Article 1 of Federal Law No. 10-FZ of January 27, 1995 on the Introduction of Amendments and Additions to Individual Legislative Acts of the Russian Federation due to the Adoption of the Law of the Russian Federation on the Status of Military Personnel (Sobraniye zakonodatelstva Rossiyskoy Federatsii, 1995, No. 5, item 346);

Federal Law No. 14-FZ of February 15, 1995 on the Introduction of Amendments to Article 163 of the Labour Code of the Russian Federation (Sobraniye zakonodatelstva Rossiyskoy Federatsii, 1995, No. 8, item 599);

Article 1 of Federal Law No. 109-FZ of July 18, 1995 on the Introduction of Amendments and Additions to the Labour Code of the Russian Federation, the Foundations of Legislation of the Russian Federation on Workplace Safety, the Code of the RSFSR on Administrative Law Violations, and the Criminal Code of the RSFSR (Sobraniye zakonodatelstva Rossiyskoy Federatsii, 1995, No. 30, item 2865);

Article 1 of Federal Law No. 152-FZ of August 24, 1995 on the Introduction of Amendments and Additions to Certain Legislative Acts of the Russian Federation due to the Adoption of the Federal Law on State Assistance to Families with Children (Sobraniye zakonodatelstva Rossiyskoy Federatsii, 1995, No. 35, item 3504);

Federal Law No. 182-FZ of November 24, 1995 on the Introduction of Amendments and Additions to the Labour Code of the Russian Federation (Sobraniye zakonodatelstva Rossiyskoy Federatsii, 1995, No. 48, item 4564);

Federal Law No. 131-FZ of November 24, 1996 on the Introduction of Amendments and Additions to the Labour Code of the Russian Federation (Sobraniye zakonodatelstva Rossiyskoy Federatsii, 1996, No. 49, item 5490);

Federal Law No. 59-FZ of March 17, 1997 on the Introduction of Amendments and Additions to Article 213 of the Labour Code of the Russian Federation (Sobraniye zakonodatelstva Rossiyskoy Federatsii, 1997, No. 12, item 1382);

Federal Law No. 69-FZ of May 6, 1998 on the Introduction of Amendments and Additions to Article 15 of the Labour Code of the Russian Federation (Sobraniye zakonodatelstva Rossiyskoy Federatsii, 1998, No. 19, item 2065);

Item 1 of Article 30 of Federal Law No. 125-FZ of July 24, 1998 on Mandatory Social Insurance for Industrial Accidents and Work-related Illnesses (Sobraniye zakonodatelstva Rossiyskoy Federatsii, 1998, No. 31, item 3803);

Federal Law No. 139-FZ of July 31, 1998 on the Introduction of Amendments and Additions to Article 235 of the Labour Code of the Russian Federation (Sobraniye zakonodatelstva Rossiyskoy Federatsii, 1998, No. 31, item 3817);

Federal Law No. 84-FZ of April 30, 1999 on the Introduction of Amendments and Additions to the Labour Code of the Russian Federation (Sobraniye zakonodatelstva Rossiyskoy Federatsii, 1999, No. 18, item 2210);

Article 1 of Federal Law No. 151-FZ of December 27, 2000 on the Introduction of Additions to Article 251 of the Labour Code of the Russian Federation and an Addition to Article 231 of the Law of the Russian Federation on State Guarantees and Compensation for Persons Working and Living in Far Northern Regions and Equivalent Areas (Sobraniye zakonodatelstva Rossiyskoy Federatsii, 2001, No. 1, item 3);

Federal Law No. 2-FZ of January 18, 2001 on the Introduction of an Addition to Article 65 of the Labour Code of the Russian Federation (Sobraniye zakonodatelstva Rossiyskoy Federatsii, 2001, No. 4, item 274);

Federal Law No. 90-FZ of July 10, 2001 on the Introduction of Amendments to Article 168 of the Labour Code of the Russian Federation (Sobraniye zakonodatelstva Rossiyskoy Federatsii, 2001, No. 29, item 2945).

Other laws and other legal regulatory acts in force in the Russian Federation shall be harmonized with the present Code.

Article 423. Application of Laws and Other Legal Regulatory Acts

Pending the harmonization of laws and other legal regulatory acts currently in force in the Russian Federation with this Code, laws and other legal acts of the Russian Federation as well as

legislative and other normative legal acts of the former USSR that are in force in the Russian Federation within the limits and under the procedures provided in the Constitution of the Russian Federation and Resolution of the Supreme Council of the RSFSR No. 2014-I of December 12, 1991 on Ratification of the Agreement on the Creation of a Commonwealth of Independent States, shall be applied to the extent they do not contradict this Code.

Legal regulatory acts of the President of the Russian Federation and the Government of the Russian Federation and decisions of the Government of the USSR that are applied within the Russian Federation, issued before this Code takes effect, and that concern issues that in accordance with this Code may be regulated only by federal laws, shall remain in force pending the introduction of corresponding federal laws.

Article 424. Application of This Code to Legal Relationships Arising Before and After It Takes Effect

This Code shall apply to legal relationships that arise after it takes effect.

If legal relationships arose before this Code took effect, it shall apply to those rights and obligations that arise after it takes effect.

President
of the Russian Federation

V. Putin