

# LABOR CODE OF THE REPUBLIC OF TAJIKISTAN

This Code regulates labor and subsequent relations. Its objective is to protect the rights and freedoms of parties to labor relations, and identify minimum guarantees of rights and freedoms in the area of labor.

## SECTION I. GENERAL PROVISIONS

### CHAPTER 1. MAIN PROVISIONS

#### Article 1. Main definitions

The following definitions are applied in this Code:

- **retraining** – form of vocational education of an employee, which provides opportunity to master another occupation or specialty;
- **employee appraisal** – procedure to determine suitability of employee to his/her position (post) (the tasks s/he implements) through evaluation of implementation of his/her terms of reference, knowledge, skills and professional training;
- **workplace evaluation for working conditions** – system of complex tracking, analysis and evaluation of a set of assessment of production environment factors, process of heavy and intensive labor specific to a selected workplace, which impacts on working capacity and health of employee in the process of work;
- **collective labor dispute** – disagreement between employers (employers union) and staff association (representatives of employees) on setting up and changing working conditions in organization, signing and implementing collective agreements and contracts as well as respecting provisions of this Code, other legal and regulatory documents of the Republic of Tajikistan, collective agreements and contracts;
- **individual labor dispute** – disagreement between employer and employee on compliance with this Code and other legal and regulatory documents of the Republic of Tajikistan, working conditions envisaged in the labor contract, collective agreements and contracts;
- **unemployment** – socio-economic phenomenon related to lack of demand in a certain portion of labor force in the labor market;
- **occupational disease** – ailment to which the employee is exposed to as a result of impact of harmful or hazardous industrial factors;
- **occupational safety** – set of activities aimed at ensuring protection of employees in the process of work, which excludes/rejects impact of harmful and hazardous industrial factors;
- **labor market** – set of formulation of demand to and supply of labor force;
- **reservation** – reserving/securing vacancies for a certain group of people;
- **position (post)** – employee's official position related to his/her terms of reference, position related rights and nature of his/her responsibility;
- **labor discipline violation** – violation of the requirements of this Code, other legal and regulatory documents of the Republic of Tajikistan on labor and rules of organization's internal regulations by employee;
- **rest time** – the time, during which in accordance with this Code and other legal and regulatory documents of the Republic of Tajikistan an employee is exempted from implementation of his/her employment duties and s/he uses it at his/her discretion to meet his/her personal interests and to restore labor capabilities;
- **working time** – the time, during which employee should fulfill his/her employment duties according to the internal regulations, working regime or labor contract terms and conditions;
- **shift work** – work out of permanent residence area, during which daily transportation of employees to their permanent residence area is not arranged;
- **individual and collective safeguards** – the tools used for prevention and reduction of the impact of harmful and hazardous industrial factors on employees;
- **units** – workplace, site, brigade, division, office and other structural units of organization;

- **serious labor discipline violation** – coming to workplace in a drunkenness (intoxication) state as a result of the use of alcohol, drugs, psychotropic or other substances, being absent in workplace for more than three hours during the working day without any grounded reason, intentionally destroying or stealing employer’s property, violating occupational safety rules and fire safety regulations, which caused severe consequences, including human death or injury, accident or fire;
- **qualification level** – level of general and specific training of employee confirmed by the type of documents determined by this Code and other legal and regulatory documents of the Republic of Tajikistan (Certificate of Secondary Education, Diploma, Certificate and other relevant documents);
- **multiple jobholding** – performance of another job or holding another permanent paid position by employee alongside with his/her main job or during his/her spare time in accordance with labor contract;
- **overtime** –work performed by employee by the employer’s order in excess of a basic working day determined for employee or beyond the regular working hours in the recording period;
- **labor discipline** – compliance with the requirements of this Code and other legal and regulatory documents of the Republic of Tajikistan on labor and organization’s internal regulations;
- **trade union** – a voluntary public organization uniting citizens based on their common interests in production and nonproduction activity to protect their labor, social, economic and other rights and interests;
- **employers’ association** – a noncommercial organization established voluntarily by employers to represent and protect their members’ interests within social partnership;
- **specialty** – a set of knowledge, abilities and skills acquired through a special training and working experience, which is required to perform certain type of work within such an occupation and confirmed by relevant education documents;
- **occupation** – type of work that requires knowledge and skills acquired through training and experience;
- **guarantee for employees’ right to labor protection** – conditions and tools providing fullfledged opportunity to employee to apply his/her rights to labor protection as defined by the Constitution of the Republic of Tajikistan, this Code and other legal and regulatory documents of the Republic of Tajikistan;
- **labour quota** – a part (portion) of jobs proposed by an organization disregard of its administrative and legal nature to employ a person with a need in social security;
- **suitable job** – a job, which a person can perform and is appropriate to his/her gender, education, specialty, professional training, length of employment and working experience, previous job working conditions (except paid public jobs) and health state, located not far from the person’s residence area (not more than one hour of travel) and guarantees remuneration not less than official minimum salary;
- **distance job** – a special form of implementation of labor process outside the employer’s location area with the use of information and communication technologies in the work process;
- **employee (hired worker)** – a person in labor relations with employer on the basis of labor contract;
- **seasonal employee** – employee, who cannot perform a work throughout a calendar year due to environmental and climate factors and performs it during a selected season;
- **domestic worker** – a person, who performs job (services) in household of the employer – individual entity;
- **home worker** – a person, who performs his/her work individually at his/her home or in a suitable place;
- **employer** – a legal entity, its branch and representative office regardless its legal structure, and an individual entity, who has the right to sign and terminate labor contract with employee in accordance with this Code and other legal and regulatory documents of the Republic of Tajikistan;
- **labor safety rules** – legal and regulatory document that sets out requirements on labor safety, implementation of which is compulsory for legal and individual entities during their engagement in certain type of activity, including design, construction and utilization of facilities, invention of vehicle, mechanism and other equipment, development of technological processes, and arrangement of industry and labor;

- **authorized state entity on labor and public employment** – state entity on management and regulation of employment of working age population, which implements policy on promotion of public employment and state guarantees on labor and public employment to citizens;
- **labor** – human effort aimed at creating pecuniary, moral and other welfare needed for human and society life and to meet their demand;
- **меъёрҳои меҳнат** – меъёрҳои коркард, вақт, хизматрасонӣ, шумора, супоришҳои ба меъёргирифташуда барои кормандон мутобиқи сатҳи дастовардҳои техникӣ, технология, ташкили истеҳсолоту меҳнат ва барои гурӯҳи алоҳидаи кормандон, бо назардошти омилҳои физиологӣ, ҷинсӣ ва синну сол;
- **labor standards** – norms of processing, time, service delivery, quantity and standardized tasks for employees according to the level of technical, technological achievements, arrangement of production and labor and for a separate group of employees based on their physiological, gender and age indicators;
- **remuneration** – a set of rewards (fees) calculated in monetary unit, which the employer is obliged to pay to hired laborer for the practically implemented activities as well as for the period covered by working time;
- **collective bargaining** – a process of collective negotiations regulated in accordance with this Code and other legal and regulatory documents of the Republic of Tajikistan, which ensures relations between employees (employee representatives) and employers (employers representatives) to provide opportunity to freely participate in discussion and resolution of issues on regulation of labor relations and social partnership, develop and agree upon and sign draft collective agreements and contracts;
- **labor relations** – relations that emerge between employee and employer for enforcement of rights and duties envisaged by this Code, other legal and regulatory documents of the Republic of Tajikistan, labor contract, and collective agreements and contracts;
- **regular (continuous) violation of labor discipline** – repeated violation of employment duties by employee during the period of disciplinary punishment applied against him/her;
- **specialist** – a person with professional education, who possesses knowledge, skills and abilities on theoretical and practical aspects of his/her specialty making it possible to perform professional activities in a selected area;
- **young (junior) specialist** – a person employed by an organization after graduation from full-time department of professional educational institution based on letter of reference from the latter institution;
- **staff association representatives in organizations (hereinafter as staff representatives)** – persons elected by the staff to protect their interests in accordance with the procedures defined by this Code and other legal and regulatory documents of the Republic of Tajikistan;
- **employer’s authorized representative** – head (deputies head) of organization (its unit) or another employee entitled by this Code and other legal and regulatory documents of the Republic of Tajikistan to make decisions arising from labor and subsequent relations;
- **trade union representative** – head of trade union or another person authorized to represent the trade union according to the Regulation (Charter) or decision of a relevant entity of the trade union;
- **hazardous industrial factor** – industrial factor, which can cause employee’s decease;
- **harmful industrial factor** – industrial factor, which can cause employee’s injury;
- **омилҳои истеҳсолии ғабӯлияти меҳнатӣ** – шароитҳои техникӣ, санитарии гигиенӣ, истеҳсолии маишӣ ва дигар шароитҳои, ки Кодекси мазкур ва дигар санадҳои меъёрии ҳуқуқии Ҷумҳурии Тоҷикистон муайян намудаанд;
- **employment industrial factors** – technical, sanitary and hygiene, industrial and social and other conditions as defined by this Code and other legal and regulatory documents of the Republic of Tajikistan;
- **employment social factors** – size of salary, duration of working time, leave and other conditions as defined by this Code and other legal and regulatory documents of the Republic of Tajikistan as well as parties’ mutual agreement;
- **leave** – the time during which employee in accordance with the procedures defined by this Code and other legal and regulatory documents of the Republic of Tajikistan is released from fulfillment of employment duties provided his/her job and position is hold and s/he uses this time at his/her own discretion for leisure, rehabilitation of his/her working abilities or to meet other demands;

- **internal (local) regulations** – regulatory documents on regulation of labor and subsequent relations, and applied within organization adopted by relevant management body of organization in mutual agreement with employee representative entities;
- **business trip** – seconding an employee by the instruction of employer to another area for a selected period for implementation of official duties;
- **agreement** – legal document regulating social and labor relations between the employees and employers and signed at the national, province, city/town, district and sectorial level;
- **work year** – period of time equal to duration of a calendar year calculated for every employee separately from the day of his/her employment;
- **professional training** – form of professional preparation necessary for a person’s maturation and gaining new skills to perform selected/certain activities;
- **professional (skills) development** – a form of professional education that makes it possible to support, expand, strengthen and improve earlier obtained professional knowledge, skills and abilities of employee;
- **labor contract parties** – employer and employee;
- **apprenticeship** – practical use of theoretical knowledge and acquiring professional skills and abilities through familiarization with and engagement in organization’s activities;
- **industrial operation** – a set of actions of employee with the use of labor tools needed for transformation of resources into ready product and comprised of manufacturing and processing of various types of raw material, construction, work performance and various types of service;
- **civil service** – professional activity of a civil servant to exercise official powers aimed at implementing government entity’s duties, providing technical services and ensuring operation of government entity;
- **civil servant** – technical and service personnel of a government entity, who hold a paid full-time post at a government entity to exercise official powers aimed at implementing government entity’s duties, providing technical services and ensuring operation of government entity in accordance with the procedures defined by this Code and other legal and regulatory documents of the Republic of Tajikistan;
- **minimum wage** – the minimum compulsory monetary remuneration defined, which is paid by the Employer during one month for the work fulfilled in a conducive environment by respecting working time duration as defined by this Code to fulfill certain commitments;
- **occupational safety and health** – system of legal, socio-economic, administrative and technical, sanitary and hygiene, curative and preventive and rehabilitation measures envisaged by this Code and other legal and regulatory documents of the Republic of Tajikistan ensuring safety, protection of health and working abilities of an individual in the labor process;
- **workplace** – a permanent or temporary place created by employer, where employee performs his/her employment duties in the process of employment;
- **social partnership** – cooperation of parties to labor social relations aimed at aligning interests of employees, employers and executive authorities;
- **safe employment conditions** – working environment that exclude influence of harmful and hazardous factors on employees or within which the level of their influence does not exceed the defined norms;
- **working condition** – terms of remuneration payment, labour norming, working time regime and rest time, procedure of occupation (position) classification, expansion of service range, performance of the tasks of the temporarily absent employee, labor safety, technical conditions, social and industrial factors and other terms agreed upon by parties;
- **collective agreement** – a legal document regulating social and labor relations at an organization or individual entity signed between the representatives of employer and employee;
- **labor contract (agreement) (hereinafter labor contract)** – agreement between employer and employee, which obligates the employee to perform works according to one occupation, several selected occupations, specialty or position (post) with relevant ranks by complying with the internal employment regulations and the employer to pay the employee for this work fully and timely and ensure the working conditions envisaged by this Code and other legal and regulatory documents of the Republic of Tajikistan and parties’ agreements;

- **training (education) contract** – written agreement between the employer and employee on terms and conditions of study, internship, professional training, retraining and skills development;
- **special employment conditions** – system and size of remuneration payment, privileges, system of performance, setting up or removing reduced working hours, combining specialties, changing rank and title of positions;
- **persons with family commitments** – pregnant women and other employees, who have in their custodianship child under the age of fourteen, child with disability or other persons as defined by the legislation of the Republic of Tajikistan;
- **employment** – any type of activity of working age citizens not contradicting the regulatory documents of the Republic of Tajikistan, meeting their personal and public demands and bringing income (remuneration) to them.

## **Article 2. Labor Legislation of the Republic of Tajikistan**

Labor Legislation of the Republic of Tajikistan is based on the Constitution of the Republic of Tajikistan and is comprised of this Code and other legal and regulatory documents of the Republic of Tajikistan as well as international legal documents acknowledged by the Republic of Tajikistan.

## **Article 3. Objectives of the Labor Legislation of the Republic of Tajikistan**

The objectives of the labor legislation of the Republic of Tajikistan are to ensure necessary legal environment aimed at achieving equality of interests of parties to labor relations, economic development, operation productivity and improvement of public living standards.

## **Article 4. Principles of the Labor Legislation of the Republic of Tajikistan**

Principles of the labor legislation of the Republic of Tajikistan are:

- freedom of labor;
- banning restriction of human and citizen rights in labor relations;
- banning discrimination, forced labor and exploitation of labor of women and children in heavy, underground works and works with hazardous conditions;
- ensuring rights to working conditions meeting the safety and hygiene requirements;
- ensuring that the employee's life and health are above the operation outcomes;
- ensuring rights to decent remuneration not lower than the minimum wage size;
- ensuring rights to leisure;
- ensuring equality of rights and opportunities of employees;
- ensuring rights of employees and employers to unity for protection of their rights and interests;
- guaranteeing social security of employees;
- social partnership;
- state regulation of labor safety and protection;
- ensuring rights of employee representatives to public supervision of the Tajik labor legislation enforcement.

## **Article 5. Freedom of Employment**

Every person has the right to free choice of job without any discrimination and force or give his/her consent to employment, to dispose his/her skills to labor and select occupation and area of operation.

## **Article 6. Banning Restriction of Right to Labor**

Nobody's rights to labor shall be restricted except the cases and procedures defined by this Code and other legislative documents of the Republic of Tajikistan.

## **Article 7. Banning Discrimination in Labor Relations**

1. All citizens shall have equal rights to labor, and discrimination in labor relations shall be prohibited. It shall be prohibited to separate, prevent, prioritize or reject to employment in any form regardless of ethnicity, race, language, religious belief, political views, social status, education and property that impedes equal opportunity to labor.

2. Separation in labor based on the specific requirements of the work type or special care by the State towards persons with a need in a special social protection (based on gender, age, physical gaps, family commitments, social and cultural status) shall not be deemed to be discrimination.

3. The individuals, who think they were subject to discriminated in labor relations, can apply to court.

#### **Article 8. Prohibition of Forced Labor**

1. Forced labor shall be prohibited except the circumstances defined by the legislation of the Republic of Tajikistan.

2. The following shall not be deemed to be forced labor:

- the work required in accordance with the legislation of the Republic of Tajikistan on military service;

- the work required during emergency, in case human life, personal security or public health is in danger;

- the work required as a result of effectiveness of the court decision acknowledging guilt under the supervision of the authorized state entity in charge of oversight of legislation during the court sentence enforcement.

3. An employee shall not be put at the disposal of an individual or nongovernmental organization in the cases envisaged by Article 8.2.

#### **Article 9. Scope of Operation of this Code**

1. This Code shall regulate:

- labor relations;

- relations subsequent to labor relations;

- social partnership relations;

- labor safety relations.

2. This Code shall be applied towards the following entities unless the legislation of the Republic of Tajikistan and international legal documents acknowledged by the Republic of Tajikistan determine other procedures:

- employees, including employees of organizations located in the Republic of Tajikistan, whose property owners, participants or shareholders are foreign individuals and legal entities;

- employers, including organizations located in the Republic of Tajikistan, whose property owners, participants or shareholders are foreign individuals and legal entities.

3. It shall be prohibited to restrict the rights, freedom and guarantees set out in this Code by other legal and regulatory documents of the Republic of Tajikistan.

#### **Article 10. Employer Documents**

1. Employer shall adopt documents such as labor contracts, collective agreements and contracts with a view to regulating labor relations within its competences in accordance with this Code and other legal and regulatory documents of the Republic of Tajikistan.

2. Employer documents worsening the legal state of employees against this Code and other legal and regulatory documents of the Republic of Tajikistan, labor contract, and collective agreements and contracts shall have no effect and not be applicable.

#### **Article 11. Labor Contract, Collective Agreements and Contracts between Parties to Social Partnership**

1. Labor relations and subsequent relations shall also be regulated by labor contract, collective agreements and contracts alongside with this Code and other legal and regulatory documents of the Republic of Tajikistan.

2. Provisions of the Agreement between parties to social partnership, labor contract and collective contracts worsening the legal state of employees against this Code and other legal and regulatory documents of the Republic of Tajikistan, labor contract, collective agreements and contracts shall have no effect and not be applicable.

#### **Article 12. Correlation between the legal and contractual regulation of labor relations**

1. The minimum labor rights and guarantees for employees shall be defined in this Code and other legal and regulatory documents of the Republic of Tajikistan.

2. Master, sectorial (tariff), regional (province, city, district) agreements, labor contracts and collective contracts can define the labor rights and guarantees that are not defined in this Code and other legal and regulatory documents of the Republic of Tajikistan.

3. Terms and conditions of labor contract, collective agreements and contracts shall not be amended by one Party except the cases envisaged in this Code and other legal and regulatory documents of the Republic of Tajikistan.

4. The issues not regulated by this Code and other legal and regulatory documents of the Republic of Tajikistan shall be discussed and addressed by the consent of Parties or through labor contract. In case the Parties cannot reach agreement, the issues of concern shall be discussed and addressed in accordance with the procedures defined for individual or collective labor disputes.

#### **Article 13. Procedure of Negotiation of Employer Draft Documents with Employee Representatives**

1. The Employer shall adopt documents through preliminary negotiation or consultation with employee representatives in the cases defined by this Code, other legal and regulatory documents of the Republic of Tajikistan, and collective agreements and contracts.

2. The Employer shall submit the draft document and arguments on them to employee representatives prior to its adoption.

3. Employer's draft document shall be discussed by employee representatives within no more than three working days from the day of its submission.

4. Decision of employee representatives is formulated in the minutes reflecting the consent or dissent of employee representatives with the employer's draft document.

5. In case the employee representatives disagree with the employer's draft document or they have proposals to improve it, the Employer has the right to:

- adopt the document on amendments and additions in preliminary consultation with employee representatives provided the latter's consent;

- conduct further consultations with employee representatives in case the latter disagrees [with the initial draft document].

6. In case of reaching agreement on the Employer's draft document, for which consent of employee representatives is needed in accordance with this Code and other legal and regulatory documents of the Republic of Tajikistan, first the disagreement arising from this document shall be formulated in a minutes and then the Employer will have the right to adopt it.

7. In case the Employer adopts the document by not taking into account the Employees' proposals fully or partially, the latter's representatives have the right to start the procedure of collective labor dispute in accordance with the procedures defined by this Code and other legal and regulatory documents of the Republic of Tajikistan.

8. In case the employer makes a decision violating or worsening the rights of employees against this Code and other legal and regulatory documents of the Republic of Tajikistan, labor contract, collective agreements and contracts, employee representatives can complain to relevant labor supervision entity or court.

#### **Article 14. Calculation of Period Defined by this Code**

1. The period defined by this Code for start, change or termination of legal labor relations, starts on the next calendar day after they start as defined by this Code.
2. The periods calculated in years, months and weeks, shall expire on the relevant dates of the last year, month or week of the end of period. The periods calculated in week or calendar days also include non-working days.
3. In case the last day of the period falls into nonworking day, the next first working day will be the day of period expiration.

### **SECTION II. LABOR RELATIONS**

#### **CHAPTER 2. PARTIES TO LABOR RELATIONS. PRINCIPLES OF LABOR RELATIONS**

##### **Article 15. Parties to Labor Relations**

1. The Employee and the Employer are the parties to labor relations. Head of branch and representative office of a foreign legal entity may be entitled to all rights and responsibilities of Employer on behalf of the foreign legal entity.
2. Individual and legal entities protect the interests of employees and employers within their competences envisaged by this Code and other legal and regulatory documents of the Republic of Tajikistan, judicial act, constituent documents or letter of attorney.

##### **Article 16. Principals of Labor Relations**

1. Labor relations between the Employee and Employer emerge from the labor contract unless this Code and other legal and regulatory documents of the Republic of Tajikistan set out any other procedure.
2. The following factors may serve as ground for signing contract in the cases defined by this Code and other legal and regulatory documents of the Republic of Tajikistan, statutory documents and Employer documents:
  - being elected for a position (post);
  - being elected for a position (post) on merit basis;
  - being appointed or approved for a position (post);
  - seconding by competent authorities within the defined quota or based on letter of reference;
  - judicial document on signing labor contract.

##### **Article 17. Signing Labor Contract with Individual Seconded by Quota**

1. Local executive authorities allocate quota to employ the group of population defined by the legal and regulatory documents of the Republic of Tajikistan.
2. The Employer shall sign a labor contract with the seconded individual to employ him within the defined labor quota provided that s/he meets the Employer's specialty requirements.

##### **Article 18. Employee's Main Rights and Obligations**

1. The Employee has the right to:



- sign, include amendment, addition and terminate labor contract in accordance with the procedures and terms set out by this Code and other legal and regulatory documents of the Republic of Tajikistan;

- demand from the Employer to fulfill the terms and conditions of labor contract, collective agreements and contracts, including ensuring appropriate job for graduates of professional higher and secondary education institutions seconded within the state quota, organization's letter of reference, at the request of organization, competent state authorities on labor and public employment and educational facilities, except the official positions in government entities, appointment for which is done in accordance with the procedures defined by the legislation of the Republic of Tajikistan;

- labor safety and protection;

- get full and accurate information on labor conditions and labor protection;

- receive remuneration in a timely manner and full size in accordance with the labor contract, collective agreements and contracts;

- remuneration during operation suspension in accordance with this Code and other legal and regulatory documents of the Republic of Tajikistan;

- rest granted based on the length of working time, weekends, paid and unpaid annual leave, shorter working hours for a number of specialties and activities;

- association, establish trade union or other unions and membership to them, represent and protect his/her labor rights, except the cases envisaged by the legislation of the Republic of Tajikistan;

- participate in collective negotiations and development of draft collective contracts as well as get familiar with the signed collective contract through their representative entities;

- internship, professional training, re-training and professional development in accordance with the procedures defined by this Code and other legal and regulatory documents of the Republic of Tajikistan;

- get compensation for the damage caused to his/her health and property as a result of implementation of his/her employment duties;

- compulsory social insurance and benefits based on social insurance in cases of temporary loss of working abilities and other cases defined by the legal and regulatory documents of the Republic of Tajikistan;

- guarantees and compensation payments, including compensation of financial expenditures made during resettlement to a new job related residence area in accordance with the provisions of this Code and other legal and regulatory documents of the Republic of Tajikistan;

- protect his/her legal rights and interests with the use of all tools not contradicting the law;

- payment of remuneration proportionate to work;

- apply to reconciliation commission or court for labor dispute resolution;

- workplace equipped in line with labor safety and protection rules;

- personal and collective protection tools, uniforms for labor safety and protection in accordance with the requirements of this Code and other legal and regulatory documents of the Republic of Tajikistan, labor contract, collective agreements and contracts;

- refrain from performing work in the situation threatening life and health by informing supervisor or employer's representative;

- hold/retain average wage in case of suspension of organization's operation due to noncompliance with the labor safety and protection requirements;

- apply to authorized state entity on labor and public employment to inspect labor safety and protection conditions in workplace, as well as be a part of the delegation of representatives for inspection and discussion of issues on improvement of labor conditions, safety and protection;

- complain on the action (inaction) of employer in labor relations;

- payment of wage according to specialty, work complexity, scope and quality of performed works as well as labor condition;

- participate in managing organization in the forms set out by this Code, other legislative documents of the Republic of Tajikistan, collective agreements and contracts;

- resolve individual and collective labor disputes, including strikes in accordance with the procedures defined by this Code and other legislative documents of the Republic of Tajikistan;

- other rights as defined by this Code and other legal and regulatory documents of the Republic of Tajikistan.

2. The Employee is obliged to:

- fulfill employment duties in accordance with the labor contract, collective agreements and contracts and employer's document;
- respect labor discipline;
- follow the requirements on labor safety and protection, fire safety and industrial sanitation as defined by this Code and other legal and regulatory documents of the Republic of Tajikistan;
- treat property of the Employer and employees carefully;
- inform the Employer about the situation threatening life and health of people, property of the Employer and employees as well as about the operation suspension;
- not disclose information of state, official or commercial or any other secret nature protected by law, to which he/she gets access due to fulfillment of his/her employment duties;
- compensate the damage caused to the Employer within the provisions of this Code and other legal and regulatory documents of the Republic of Tajikistan;
- perform other obligations as defined by this Code and other legal and regulatory documents of the Republic of Tajikistan.

### **Article 19. Employer's Main Rights and Obligations**

1. Employer has the right to:

- free selection in recruitment of staff except some groups of people entitled to privileges defined by this Code and other legal and regulatory documents of the Republic of Tajikistan;
- sign, include amendment and additions to and terminate labor contract, collective agreements and contracts in accordance with the procedures and conditions defined by this Code and other legal and regulatory documents of the Republic of Tajikistan;
- manage organization and adopt internal (local) regulatory documents within its competence, implementation of which is mandatory for employees;
- establish unions with a view to representing and protecting his/her rights and interests, join such unions and take part in their activities;
- demand from employees to comply with the terms and conditions of labor contract, collective agreements and contracts, internal labor regulations and other documents adopted by the Employer;
- undertake measures to incentivize and charge employees in accordance with the procedures defined by this Code and other legal and regulatory documents of the Republic of Tajikistan;
- charge compensation for damage caused by the Employee while implementing employment duties;
- apply to court to protect his/her legal rights and interests in labor area;
- appoint probation period for the Employee in accordance with the procedures as defined by this Code and other legislative documents of the Republic of Tajikistan;
- recover his/her expenditures in case of violation of terms and conditions of labor contract by the Employee;
- has other rights as defined by this Code and other legal and regulatory documents of the Republic of Tajikistan.

2. The Employer is obliged to:

- comply with the requirements of the Constitution of the Republic of Tajikistan, this Code, other legal and regulatory documents of the Republic of Tajikistan, as well as international legal documents acknowledged by Tajikistan, labor contract, collective agreements and contracts and internal (local) labor regulations;
- sign labor contract with employees upon their recruitment in accordance with the procedures and conditions defined by this Code and other legal and regulatory documents of the Republic of Tajikistan;
- ensure requirements on labor safety and protection, fire safety, sanitary and hygiene as defined by this Code and other legal and regulatory documents of the Republic of Tajikistan;
- offer the Employee the work envisaged in labor contract;

- pay the Employee his/her wage and other allowances in full size set out by this Code and other legal and regulatory documents of the Republic of Tajikistan, labor contract, collective agreements and contracts and the Employer's documents;
- introduce to the Employee the Organization's internal procedures, labor contract, collective agreements and contracts and other documents of the Employer directly related to the Employee's work;
- provide to employee representatives full and accurate information to run collective negotiations, sign collective agreements and contracts and also oversee their implementation;
- consider proposals of employee representatives and arrange collective negotiations, sign collective contracts in accordance with the procedures defined by this Code and other legal and regulatory documents of the Republic of Tajikistan;
- ensure working conditions of employees in accordance with this Code and other legal and regulatory documents of the Republic of Tajikistan, labor contract and collective agreements and contracts;
- provide at its own expense employees with equipment, devices, technical documents and other tools necessary for implementation of their employment duties;
- comply with the documents of authorized state and public entities on labor;
- suspend operation if its continuation threatens security, life and health of employees and other individuals;
- ensure mandatory public social insurance of employees;
- ensure accident insurance of employee during implementation of their employment duties;
- provide the employee with leaves in accordance with the procedures envisaged by this Code and other legal and regulatory documents of the Republic of Tajikistan;
- ensure protection and delivery to public archive of the documents on employment of employees and information on deduction and transfer of funds to pension scheme;
- inform the Employee about the hazardous (especially hazardous) work, harmful labor conditions and probability of occupational diseases;
- undertake preventive measures to overcome hazard on workplace and during the technological processes by taking into account the research and technical and industrial achievements;
- count/calculate the worktime, including overtime, hazardous (especially hazardous) work, harmful labor conditions, heavy works carried out by each individual employee;
- ensure internship, professional training, re-training and professional development of employees in accordance with this Code and other legal and regulatory documents of the Republic of Tajikistan;
- compensate the hazard caused to life and health of employee during the fulfillment of employment duties in accordance with this Code and other legal and regulatory documents of the Republic of Tajikistan;
- not interfere with establishment of trade union and other representative entities of employees;
- ensure free access of officials from authorized public entities on labor and employment, representatives of employees, public inspectors for labor protection to conduct inspection of safety, labor conditions and protection in organizations, compliance with this Code and other legal and regulatory documents of the Republic of Tajikistan as well as investigation of job-related accidents and occupational diseases;
- ensure maintenance of employee database;
- avoid conflict of interests prohibited by this Code and other legal and regulatory documents of the Republic of Tajikistan;
- implement other obligations envisaged by this Code and other legal and regulatory documents of the Republic of Tajikistan.

## **CHAPTER 3. LABOR CONTRACT**

### **Article 20. Subject of Labor Contract**

Labor relations between the Employee and the Employer make the subject of labor contract, according to which the Employee implements the work (duties) according to (based on) one or several certain occupations, specialties or position (post) with a relevant degree by respecting internal labor

regulations and the Employer ensures labor conditions and pays the Employee wages and other allowances determined by this Code and other legal and regulatory documents of the Republic of Tajikistan, labor contract, collective agreements and contracts, and agreement reached by parties in a timely manner and in full size.

#### **Article 21. Labor Contract Parties**

1. The Employee and the Employer are the Parties to labor contract.
2. Any citizen at the age of 15 can be a party to labor contract as an employee.
3. In exceptional cases, labor contract can be signed with students at the age of 14 as well as the students under the age of 14 working for theatres, movie companies, concerts, circuses and other creative entities without causing hazard to their health and moral development and by not interrupting the education process, by the consent of one of their parents or other individuals substituting them in accordance with the legislation of the Republic of Tajikistan.
4. The following entities can be a labor contract party as an employer:
  - relevant government entities, organizations, their representative offices and branches;
  - individual entity registered as an individual entrepreneur or as an employer using the labor of other individuals in accordance with the procedures defined by the legislation of the Republic of Tajikistan.

#### **Article 22. Freedom of Labor Contract**

1. The Parties are free and have equal rights to sign a labor contract.
2. It shall be prohibited to force to sign a labor contract except the cases envisaged by this Code, other legal and regulatory documents of the Republic of Tajikistan or commitments voluntarily undertaken by the Employer.
3. It shall not be allowed to reject without any ground to sign a labor contract with individuals referred by authorized public entities through labor quota, letter of reference and reservation as well as in other cases defined by this Code and other legal and regulatory documents of the Republic of Tajikistan.
4. It shall be prohibited to reject to sign a labor contract with the Employee invited according to the procedure of transfer from another organization based on agreement of the heads of organization.
5. At the request of the Employee or related party the Employer is obliged to provide information about the reasons for employment rejection in writing in cases defined by this Code and other legal and regulatory documents of the Republic of Tajikistan.
6. It is possible to introduce additional terms and conditions prior to signing a labor contract in cases envisaged by the legislation of the Republic of Tajikistan (recruitment examination, appointment to a position (post)).

#### **Article 23. Recruitment Guarantees**

1. It shall be prohibited to reject to employ (not employ) illegally. It shall be deemed to be illegal to groundlessly reject to employ in accordance with Article 7.1 of this Code as well as reject to employ:
  - the individuals invited for employment by employer;
  - the individuals with whom the Employer is obliged to sign a labor contract in accordance with this Code and other legal and regulatory documents of the Republic of Tajikistan (persons with disabilities and persons under the age of 18, who are referred according to labor quota, pregnant women and women with children under 3 years old due to their pregnancy or because they have infants).
2. In case of rejection to employment the Employer is obliged at the request of employee to provide response in writing outlining grounded reasons for rejection signed by the official who has the right to employ, within three working days. It is possible to apply to court on such a rejection to employment.

#### **Article 24. Content of Labor Contract**

1. Agreement reached by parties, the provisions of this Code and other legal and regulatory documents of the Republic of Tajikistan, including master and sectorial agreement, collective contracts shall determine the content of labor contract.

2. The labor contract text shall include the following:

- name and address of the Employer – legal entity;
- full name, number and place of issuance of identification document, permanent residence address and taxpayer identification number;
- full name, number and place of issuance of personality identification document, permanent residence address and taxpayer identification number in case the Employer is an individual entity;
- Employment entity (organization or a certain unit);
- position (post) of the Employee;
- nature of labor condition, guarantees and benefits, if the work belongs to the category of heavy, hazardous or harmful work;
- start date of employment;
- labor contract duration;
- working hours system and regime;
- rest time and the duration of the employee's annual leave;
- the size of wage and other conditions of remuneration payment;
- the Employer's rights and obligations;
- the Employee's rights and obligations;
- the procedure of amendment or termination of labor contract;
- guarantees and compensation and procedure of their payment;
- insurance terms and conditions;
- parties' responsibilities;
- date and order number of labor contract.

3. The parties by mutual agreement may envisage other conditions not contradicting with this Code and other legal and regulatory documents of the Republic of Tajikistan.

4. The labor contract terms shall be amended by consent of the Parties in writing only.

5. In case of changes in name, address and residence area, the Parties can include relevant amendments into the labor contract, which shall not serve as a basis for amendment of other terms of the labor contract.

6. In case of signing a fixed-term contract the term of effectiveness and reasons for signing such a contract shall be outlined.

7. It shall be prohibited to diminish the level of labor right and guarantees defined by this Code and other legal and regulatory documents of the Republic of Tajikistan.

### **Article 25. Labor Contract Term (Duration)**

1. Labor contract is signed for the following terms:

- indefinite term;
- fixed term – not less than one year, except the cases envisaged by paragraphs 3, 4 and 5 of this Part;
- for fulfillment of obligations of an absent employee, whose job is held in accordance with this Code;
- for implementation of a certain work; and
- implementation of seasonal works.

2. If the labor contract does not include any term it is signed for, it shall be deemed to be signed for an indefinite period and it shall not be signed for a new term without the consent of the Employee.

3. After the end of term of a labor contract, while re-signing it with the Employee implementing his/her employment duties based on a certain labor contract with the term of not less than one year, such a contract shall be deemed to be signed for an indefinite period unless the Parties process/arrange another fixed-term labor contract.

4. Labor contract for seasonal works shall be signed in case when the work can be completed depending on natural and climatic conditions during a certain period (season) and not more than six months.

5. Fixed-term labor contract shall be signed in case when it is impossible to sign it for an indefinite period given the work nature or conditions of its implementation or the Employee's interests as well as in the cases envisaged by this Code and other legal and regulatory documents of the Republic of Tajikistan.

6. It shall be prohibited to sign a fixed-term contract with a view to avoiding providing guarantees and compensations foreseen for employees with indefinite term contract.

7. The contract shall be deemed to be signed for an indefinite period unless one of the Parties requires terminating it at the last working day (shift) after the labor contract expiration.

8. Labor contract with officials of the Employer executive authorities – legal entity shall be signed for the term defined in the statutory documents or agreement between the parties and the provisions of Article 25.2 shall not be applied within such a contract.

### **Article 26. Signing and Processing Labor Contract**

1. Labor contract shall be signed in writing in two copies by parties. Each of parties retain by one copy of the labor contract with them.

2. The parties include amendment and additions to labor contract in writing and in accordance with the procedure envisaged by Article 26.1, including in cases of transfer of employee to another job. Proposal on amendment of labor contract terms is submitted by any party in writing and it is considered by the other party within seven calendar days as of the day of its submission.

3. Labor contract with officials of organization's executive board is signed by the Organization's owner or his/her authorized representative in accordance with the procedures defined by this Code and other legal and regulatory documents of the Republic of Tajikistan and the Organization's statutory documents.

4. The following documents are submitted upon employment:

- passport or any other identification document (certificate of birth for individuals under the age of 16);
- employment records book or any other document confirming employment (except the cases of first employment);
- residence certificate or certificate of statelessness (for foreign citizens and stateless persons permanently residing in the Republic of Tajikistan) or refugee certificate;
- documents on education, special knowledge, specialty or occupation to sign labor contract for works, which require specific knowledge, skills and abilities in accordance with this Code and other legal and regulatory documents of the Republic of Tajikistan;
- for reservists – military service card or certificate of registration;
- medical examination certificate (for the persons, who are to pass such an examination in accordance with this Code and legislative documents of the Republic of Tajikistan);
- a copy of taxpayer identification number and mandatory pension insurance certificate;
- certificate of good conduct (police clearance certificate) upon signing a labor contract for works requiring such an information in accordance with the legislation of the Republic of Tajikistan.

5. Employer shall not have the right to request other documents from a potential employee except the cases envisaged by the legislation of the Republic of Tajikistan.

6. Recruitment is documented on the basis of the Employee's application and by the confirmation document issued by the Employer or his/her authorized representative. This confirmation document shall be signed and handed over to the Employee not later than three working days. Employment of an employee (domestic and home worker) working for individual entities, is documented by signing a labor contract, template of which is approved by the authorized public entity on labor and employment.

7. Upon employment the Employer is obliged to introduce to the Employee the Organization's internal regulations and other regulatory documents related to the Employee (his/her terms of reference).

8. The labor contract will be effective from the first day of real employment unless other terms are specified in the contract.

9. If the labor contract is not signed or documented by the Employer's fault, but the Employee started working, in this case labor relations shall be counted from the day the Employee starts working.

#### **Article 27. Restrictions on Employment of Close Relatives**

1. It shall be prohibited for the persons closely related to each other (as father, mother, wife, husband, brother, sister, son, daughter, as well as uncles or aunts, children of wife, husband) to work for the same public entity (structural units) as manager, chief accountant (his/her deputy) and cashier and in case their work is related to direct subordination and supervision of each other, unless the legislation of the Republic of Tajikistan defines any other procedure.

2. The restrictions envisaged by Article 27.1 can be also defined by a decision of Owner or his/her authorized representative in nongovernmental organizations.

#### **Article 28. Pre-employment Probation**

1. Labor contract can be signed through preliminary probation. Probation period is determined by the mutual agreement of parties except the cases defined by the legislation of the Republic of Tajikistan and cannot exceed three months.

2. Norms of this Code, other legal and regulatory documents of the Republic of Tajikistan, terms and conditions of labor contract, and collective agreements and contracts shall be applied towards the Employee during the probation period.

3. The following persons shall not be subject to probation upon employment:

- persons under the age of 18;
- young specialists employed by referral according to their speciality for the first time within not later than one year after graduating secondary education, special (vocational) education and higher education institutions;

- persons employed through competition to hold relevant positions (post);
- in case of transfer of employee to another location or to another organization;
- persons with disabilities in case they have employment recommendations issued by authorized public entity.

4. The period of temporary loss of working abilities and other periods, in which the Employee was absent in duty station for grounded reasons, is not included into the probation period.

5. Probation period shall be outlined in the labor contract. In case of absence of such a clause the Employee shall be deemed to be employed without probation.

6. If the Employer promotes the Employee to a higher position (post) by the end of probation period, the Employee is deemed to have passed the probation period.

7. If the parties do not state about the termination of labor contract after the probation period, the contract's effectiveness will continue and it can be further terminated on the basis of general principles in accordance with this Code and other legal and regulatory documents of the Republic of Tajikistan.

8. In case of the Employee's negative performance during the probation period, the Employer has the right to inform the Employee in writing by outlining the reasons for the Employee's failure not earlier than seven days prior to end of probation period and terminate the labor contract.

#### **Article 29. Apprenticeship Contract**

1. The Employer has the right to enter into the apprenticeship contract with jobseekers for the period outlined in the contract. The apprenticeship contract is signed with a view to learning primary specialities in the Organization's performance area.

2. After the contract expiration, labor contract is signed with graduates of apprenticeship course.

3. During the study, remuneration during the apprenticeship period is determined according to the contract.

4. The Government of the Republic of Tajikistan determines the procedures of entering into the contract.

#### **Article 30. Transfer to another permanent job**

1. Transfer to another permanent job (change of the employee's terms of reference), handover of job based on another specialty, qualifications and other terms of reference is possible only with the employee's consent.

2. Handover of the job during implementation of which, the content of labor conditions defined in the party's agreement and are not related to grounded production, administrative, technological and economic reasons, is also deemed to be transfer to another job and requires the employee's consent.

3. In order to transfer the employee to another job in the same organization, sfer to another organization or to another location, as well as transfer together with organization, the employee's consent in writing shall be obtained.

4. Transfer to another job in the same organization, to internal unit in the same location handing over a job within specialty, level of qualification or position (post) and another equipment or working bench, which arises from the terms of the labor contract and the content of employment conditions does not change, is not considered as a transfer to another job and does not require employee's consent. The employer does not have the right to transfer the employee to a job that is not suitable for his/her health.

5. Rotation of managerial staff in public entities is not considered to be transfer to another job and it is rather undertaken in accordance with the procedures, defined by the legislation of the Republic of Tajikistan with a view to ensuring effective use of their professional skills, preventing corruption phenomena and conflict of interest.

6. If it is impossible to continue the work according to employment obligations, defined in the labor contract due to objective reasons, foreseen by the legislation of the Republic of Tajikistan, the employer is obliged to offer the employer another job available in organization. In case the employee rejects the offer to transfer to another job, the effectiveness of labor contract can be terminated on the basis of the general principles in accordance with the legislation fo the Republic of Tajikistan.

### **Article 31. Change of employment conditions**

1. The employer has he right to change employment conditions, if such a change in the technology and productional arrangement of employment, is defined in advance.

2. It is possible to foreseen preliminary consultations with representatives of employees on the change of employment conditions for selected groups of employees within collective contracts.

3. The employer is obliged to inform the employees on the future change of employment conditions not less than two months before. If the employee does not agree to continue working according to new employment conditions, than the labor contract may be terminated and s/he is paid allowance equal to not less than two month average salary for dismissal. Th employee has the right to apply to court on the change of employment conditions by employer. During the proceedings, the employer is obliged to prove that it was impossible to maintain the previous employment conditions.

4. In case the changes in production, employment and workload lead to mass dismissal of staff, the Employer, with view to keeping jobs, has the right to change employment conditions by consent of employee representatives without compliance with the period of notification envisaged by Article 31.3.

### **Article 32. Temprorary Transfer to Another Job During Operation Suspension (bekoristi)**

1. During operation suspension employees, given their specialty and qualification level, are transferred to another job for the entire period of operation suspension in the same organization and to the organization, but in the same location with their consent for the period of up to one month, unless the collective contract oes not foreseen another period.

2. In case of transfer to a job with lower salary as a result of operation suspension, the Employee is paid a salary equal to not less than an average monthly salary.

3. In case the Employee rejects to continue working due to the change of employment conditions, the labor contract with the Employee is terminated based on the general principles in accordance with the legislation of the Republic of Tajikistan.

### **Article 33. Temprorary Suspension of Production (operation)**



1. If the Organization foresees industrial, economic, technological or administrative difficulties, the Employer can temporarily suspend the operation of selected units (workshops, areas, teams) by consent of employee representatives without staff reduction.

2. Temporary suspension of Organization shall be deemed to be operation suspension with no fault of employees and the employees are paid allowance equal to monthly salary in case it is impossible to transfer them to another job.

3. It shall be prohibited to temporarily suspend operation without paying allowance for operation suspension, if the Employer has no possibility to transfer the employees to another job.

#### **Article 34. Restriction of Transfer to Jobs out of Specialty**

In case of operation suspension and temporary substitution of an absent employee the employees with specialties shall not be transferred to another job out of their qualification without their consent.

#### **Article 35. Temporary Transfer to Another Job due to Production (employment) Needs**

1. The Employee can be transferred to another job without his/her consent for the period of up to one month due to production (employment) needs. In this case, the Employee shall not be temporarily transferred to another job not suitable to his/her health. During temporary transfer to another job, the Employee is paid proportionate to the work s/he completed, but not less than his/her previous average salary.

2. In case of production (employment) need, the collective contract shall determine the final period of temporary transfer to another job and the specific size of remuneration, in case no contract is signed, the Employer shall define them through consultations with employee representatives.

#### **Article 36. Temporarily Transfer to Another Job at the Request of Employee**

1. The Employer has to satisfy the Employee's request on temporary transfer to another job, given this request is based on grounded reasons and such a job is available in the Organization.

2. The list of grounded reasons for temporary transfer to another job and the procedures of remuneration in case of temporary transfer to another job are defined by this Code, other legal and regulatory documents of the Republic of Tajikistan, labor contract, collective agreements and contracts and in case such a contract is not in place, the Employer determines them through consultations with representatives and by consent of the parties.

#### **Article 37. Employer's Obligations on Prevention of Massive Staff Dismissal**

In case of a threat to massive staff dismissal, the Employer is obliged to undertake specific measures envisaging the following activities by consent of the staff representatives and authorized public entity on labor and employment:

- restrict or temporarily suspend the recruitment of new employees and dismiss the staff with two (multiple) jobs;
- restrict over-time activities;
- change employment conditions in accordance with Article 31.4 of this Code;
- temporarily suspend production (operation) in accordance with Article 33 of this Code;
- dismiss staff step by step (gradually);
- undertake other measures envisaged by collective agreements and contracts.

#### **Article 38. Labor Relations in Case of the Change of Owner or Re-establishment of Organization**

1. Labor relations continue by consent of the Employee in case of the change of owner or re-establishment, (unification, merging, split, division, transformation) of Organization. In such a case, the Employer can terminate the labor contract by his/her initiative only on the basis of provisions envisaged by this Code and other legal and regulatory documents of the Republic of Tajikistan in strict compliance with determined guarantees.

2. The new Owner has the right to re-sign or terminate the labor contract between the previous owner and the heads of organization and their staff engaged in overall management of Organization

within six months of obtaining the right to property. Transfer of Organization from subordination of one agency to subordination of another agency shall not terminate the labor contract.

### **Article 39. Termination of Labor Contract**

1. Labor contract can be terminated in the following cases:
  - by the mutual agreement of parties;
  - by the initiatives of the Employee;
  - by the initiatives of the Employer;
  - after its expiration;
  - in circumstances beyond the control of parties;
  - transfer of Employee to another job (position) based on his/her selection or appointment to another position (post), which excludes the possibility of continuation of the labor contract, except the cases envisaged by the legislation of the Republic of Tajikistan.
2. The labor contract termination is documented by a document issued by the Employer except the cases when it is terminated due to death of the Employer or the court declares the Employer – individual entity, home worker and domestic workers to have died or missing.

### **Article 40. Labor Contract Termination by Agreement of the Parties**

1. Labor contract can be terminated any time by mutual agreement of the parties.
2. A Party to labor contract wishing to terminate the contract by the agreement of Parties informs the other Party by sending a letter of notification. The Party receiving the letter of notification is obliged to inform the other Party about his/her decision within three working days.
3. The Parties determine the date of labor contract termination through mutual agreement by consent of the Employer and Employee.
4. In agreement with Employee, the labor contract may envisage the right of Employer to terminate the labor contract without compliance with the requirements of Article 40.2 by making a compensation equal to not less than average annual salary of Employee.

### **Article 41. Labor Contract Termination by Employee's Initiative**

1. The Employee has the right to inform the Employer in writing two weeks in advance and terminate the labor contract signed for indefinite period.
2. After expiration of the notification period, the Employee has the right to stop working and the Employer is obliged to return the Employee's employment record book immediately in accordance with Article 52.5 of this Code and settle accounts with him/her.
3. The labor contract can be terminated prior to expiration of notification at the request of the Employee and by consent of the Employer. In case, the application of Employee on termination of labor contract is made due to the impossibility of employment continuation, the Employer shall terminate the labor contract in the period requested by the Employee.
4. During the notification period, the Employee has the right to withdraw his/her application on termination of labor contract, unless another Employee is invited to replace him/her through transfer to another job.
5. Fixed-term labor contract is terminated at the request of Employee in cases of illness or disability impeding fulfillment of works according to the labor contract, violation of the provisions of this Code and other legal and regulatory documents of the Republic of Tajikistan or labor contract by the Employer, as well as for other grounded reasons.
6. The Employee has the right to terminate the labor contract without preliminary notification in cases, when the Employer provided wrong information about the employment conditions in workplace while signing labor contract or did not implement his/her obligations on labor safety and health.
7. The Employee shall be prohibited to terminate the labor contract at his/her discretion except the cases envisaged by this Article.

### **Article 42. Labor Contract Termination by Employer's Initiative**

1. Labor contract can be terminated by the Employer's initiative for the following reasons:

- Liquidation of organization or termination of the operation of the Employer-individual entity or redundancy of the number of employees or job units;
- Termination of labor contract due to the change of owner, in case of staff non-compliance with his/her position (post) or the tasks performed by him/her as a result of the lack of qualification or his/her health state, which impedes continuation of this work, unless this non-compliance of employee is confirmed as a result of appraisal or based on the medical opinion;
- In case the Employee does not perform his/her employment duties arising from the labor contract or internal labor regulations on a continuous basis without grounded reasons, if administrative measures were undertaken against the Employee earlier;
- In case of employee's absence in workplace without any grounded reason, including absence for more than three hours during a working day;
- Absence in workplace for more than four months continuously as a result of temporary disability without taking into account the leave for pregnancy and delivery, unless the legislation of the Republic of Tajikistan defines any longer period to keep a job (position) during certain illness period. The job of the employees, who lost their labor ability as a result of employment injury or occupational disease, is held until their labor ability is rehabilitated or the category of their disability is determined;
- coming to the workplace in the state of drunkenness as a result of use of alcohol, drugs, psychotropic or other substances;
- in case a decision of relevant public authorities on theft of property or other behaviour preventing continuation of employment becomes effective;
- commitment of corruption-related violations by employee preventing continuation of employment based on court sentence;
- if the employee continues participating in strikes after s/he is informed about the court decision on unlawfulness of the strike or strike ban;
- cancellation of the employees access to state secrets in cases defined by the legislation of the Republic of Tajikistan;
- violation of employment duties by the head of the Employer's executive management, his/her deputy or the head of Employer's agency, which caused physical damage to the Employer;
- rejection to medical examination to identify the state of drunkenness as a result of use of alcohol, drugs, psychotropic or other substances;
- violation of labor protection, fire safety or traffic rules by the Employee, which resulted or may result in severe consequences, including injury or accident;
- disclosure of state secrets or any other secret information by the Employee, which s/he got access to within his/her employment;
- termination of labor contract with a person with two or multiple jobs, in case of recruitment of another person, who does not have two or multiple jobs, as well as due to restrictions of having multiple jobs according to the legislation of the Republic of Tajikistan;
- serious ad-hoc violation of this Code and other legal and regulatory document of the Republic of Tajikistan by the head of organization (its individual units) and his/her deputy;
- commitment of unlawful actions by an employee dealing with financial and monetary assets, which will serve as a reason for the loss of Employer's trust towards the employee;
- commitment of bad behavior by an employee dealing with educational issues, which is not suitable for continuation of this particular job;
- providing wrong information, forged documents and violating other rules defined by this Code and other legal and regulatory documents of the Republic of Tajikistan upon recruitment;
- negative performance during the probation period upon recruitment.

2. Legislative documents of the Republic of Tajikistan, charters and regulations of conduct can envisage other additional reasons for termination of labor contract by the Employer's initiative.

3. Labor contract can be terminated for the reasons outlined in paragraph 1 (except liquidation of organization or termination of the operation of employer-individual entity) and paragraph 2 of Article 42.1, and paragraph 2 of Article 48 of this Code, if it is impossible to transfer the Employee to another job by his/her consent.

4. Labor contract cannot be terminated by the Employer's initiative during the employee's temporary disability (except dismissal according to Article 42.1.5) and leave or business trip except the cases of organization liquidation and termination of the operation of Employer- individual entity.

5. It shall be prohibited for Employer to terminate labor contract at his/her own discretion except the cases envisaged by this Article.

**Article 43. Preferential rights to stay in organization in case of labor contract termination as a result of the redundancy in the number of employees, job units or change of employment conditions**

1. In case of labor contract termination due to the change of technology, process of production and labor, which resulted in the reduction of workload and thereby to reduction in the number of staff, job units or change of employment conditions, the preferential right shall be given to the employees with higher qualification and labor productivity.

2. In case the employees have equal level of qualification and labor productivity skills, preference will be given to:

- employees with two or more disabled family members;
- individuals with no family members with direct income;
- employees with substantive length of employment;
- employees, who improve their qualification on relevant specialty through in-service training at primary vocational, secondary vocational and higher education institutions and individuals, who graduate from primary vocational, secondary vocational and higher educational institutions in parallel with their job, provided that they would work on their specialty for two years after graduation;
- individuals, who got employment injury or occupational disease in the same organization;
- persons with disabilities and veterans or the World War II and the persons with equal status;
- individuals exposed to radiation or those, who experienced such a radiation and other diseases related to increase of radiation light (beam) caused as a result of accident in nuclear facilities and to the persons with disabilities, who got disabled as a result of accident in nuclear facilities, participants of activities on elimination of the consequences of these accidents and disasters, as well as individuals resettled from above mentioned areas and other individuals with equal status;
- persons with disabilities employed according to labor quota;
- victims of terrorist acts and human trafficking;
- inventors and innovators.

3. The labor contract, collective agreements and contracts can envisage other cases entitled to priority for remaining with organization.

**Article 44. Labor Contract Termination by the Initiative of Employer and its Agreement with the Trade Unions Committee or Other Subrepresentatives**

1. The labor contract is terminated by the Employer's initiative (Article 42 of this Code) after the Employer informs relevant Trade Union or other staff representatives in advance not later than two weeks.

2. Relevant Trade Union Committee or other staff representatives shall inform the Employer in writing about their decision on their consent to terminate labor contract with the Employer within ten days after the receipt of a proposal by the entity, who has the right to terminate the labor contract.

3. The Employer has the right to terminate the labor contract within not later than one month after the receipt of the consent of relevant Trade Union or staff representatives.

**Article 45. Notification on Labor Contract Termination**

1. The Employer is obliged to inform the Employee in writing about the termination of labor contract signed for indefinite period within the following timelines:

- In case of labor contract termination due to the liquidation of organization or termination of operation of employer-individual entity or redundancy of the number of staff or job unit - not later than two months in advance;

- In case the labor contract is terminated because the Employee is not suitable to his/her work due to lack of qualification or health state - not later than one month.

2. During the notification period, the Employee has the right to be absent in work not less than one day a week by holding his/her full salary to search another job.

3. By the agreement of parties, the labor contract can be terminated for the outlined reasons before the end of notification period by providing compensation equal to not less than average daily remuneration for the every day remaining until the end of this period.

4. The Employer is obliged to inform the relevant authorized public entity on labor and employment about the upcoming (expected) dismissal of staff by outlining their specialty, professional degree and salary size within the timelines defined by the legislation of the Republic of Tajikistan.

#### **Article 46. Fixed-term Labor Contract Termination**

1. Fixed-term labor contract is terminated after its expiration. In case the Parties continue their labor relations after the contract expiration and none of the Parties request its termination, the labor contract is signed for another new period and in case such an agreement does not exist, it is deemed to be continued for an indefinite period.

2. The labor contract signed to substitute another staff and the job (position) is kept for that Employee, is terminated on the date of the return of the Employee previously working for this job.

3. The labor contract signed for a certain activity is terminated after the work is accomplished.

#### **Article 47. Fixed-term Labor Contract Early Termination**

1. Fixed-term labor contract outlined in Articles 25.1.2 and 25.1.4 of this Code can be terminated before its expiration for the reasons envisaged in Articles 38 and 39 of this Code. In these cases, clauses on penalty for breach can be envisaged in terms and conditions of labor contract.

2. The Employer is released from payment of breach penalty if the labor contract is terminated before its expiration by the initiative of the Employee or due to non-implementation of employment duties by the Employee.

#### **Article 48. Labor Contract Termination in Circumstances Beyond the Control of Parties**

Labor contract can be terminated in the following cases beyond the control of the Parties:

- when the Employee is conscripted or enters military service;
- end of term;
- when a previously working Employee is re-instated in his/her job;
- in case of effectiveness of the guilty verdict of court on imprisonment of employee or employer-individual entity, court decision on incompetency of employee or employer or limitation of their ability and excluding continuation of labor relations;
  - In case employee or employer-individual entity passes away or the court acknowledges employee or employer-individual entity to have died or missing;
  - In case of violation of recruitment procedures;
  - In other cases envisaged by the legislation of the Republic of Tajikistan.

#### **Article 49. Labor Contract Termination due to Transfer of Employee to Another Election-based Position (post) or his/her Appointment to a Position (post)**

1. The labor contract with the Employee can be terminated in case of transfer of Employee to another election-based position (post) or his/her appointment to a position (post) if the legislation of the Republic of Tajikistan prohibits individuals in such positions (posts) to hold another paid position (post).

2. Document on election or appointment of Employee to a position (post) serves as the reason for termination of labor contract.

#### **Article 50. Suspension of Employee**

1. The Employer is obliged to suspend the Employee at the request of relevant public authorities in cases envisaged by this Code and other legislative documents of the Republic of Tajikistan.

2. The Employer shall not allow the Employee to work and shall not pay for that period if the Employee comes in the state of drunkenness as a result of use of alcohol, drugs, psychotropic or other substances.

3. The Employee is suspended by a document issued by the Employer until the reasons for suspension are clarified or eliminated.

#### **Article 51. Allowance in Case of Labor Contract Termination**

1. The Employer is paid an ad-hoc (one-time) allowance upon the labor contract termination in the following cases:

- By the initiative of Employer in cases of termination of labor contract for the reasons envisaged in paragraphs 1, 2, 5, 15 and 16 of Article 42.1 of this Code;

- In cases beyond the control of parties except the cases when the labor contract is terminated due to effectiveness of the court guilty verdict (Article 48, paragraph 3 of this Code) and in case of the employee's death (Article 48, paragraph 4 of this Code).

2. The allowance size upon dismissal shall be not less than three times of the Employee's average monthly salary.

#### **Article 52. Documents Confirming Employee's Length of Service**

1. One of the following documents confirms the Employee's length of service:

- Employment records book;

- Labor contract;

- extract from the document issued by the Employer confirming the start and termination of labor relations as a result of signing and termination of labor contract;

- extract from the pay sheet;

- Personal file (information about the job and employment activities of Employee, which is signed by the Employer and confirmed by Organization seal or notarial office;

- Certificate on payment of pension contribution by authorized public entity;

- Certificate on payment of compulsory social insurance contribution by authorized public entity;

- Archive certificate on the Employee's length of service;

- Other documents confirmed in accordance with the procedures in place.

2. Employment records book of approved template and other documents on the Employee's length of service are the main documents on employment confirming the Employee's length of service. The Government of the Republic of Tajikistan shall determine the template and procedures of introduction of employment records book, and also the list of other documents confirming the Employee's length of service.

3. The Employer is obliged to issue employment records book to all employees, who worked for more than five days for Organization. The employees (home-based and in-house workers) working for individual entities are not issued employment records book.

4. The employment records book includes information about the date of employment, transfer to another permanent job by outlining occupation (specialty), professional degree, position (post), (according to the regulatory document defining the title of occupation and position of Employee) and dismissal of staff by outlining the reasons for labor contract termination, as well as incentives and rewards for achievements.

5. The Employer is obliged to return the Employee's employment records book or any other document on the day of labor contract termination. The reason for dismissal is outlined in employment records book by referring to relevant provision of this Code and other legal and regulatory documents of the Republic of Tajikistan and the employment records book is handed over to the Employee on the last day of employment. In case of delay in return of employment records book by the Employer's fault, the employee is paid his/her average salary for every day of delay.

#### **Article 53. Employer's Obligation to Issue Certificate on Employment to Employee**

The Employer is obliged to issue to Employee, including to former employee, a certificate on employment outlining specialty, professional degree, position (post), duration of employment and workload.

#### **Article 54. Avoidance of Illegal Dismissal and Transfer of Employee to Another Job**

1. The Employee, who is illegally dismissed or transferred to another job, shall be re-instated by the court or by the Employer himself/herself.

2. During the court hearing the Employer is obliged to prove the need and sound reason for transfer to another job or dismissal of Employee.

#### **Article 55. Employer's Responsibilities for Illegal Transfer to Another Job or Labor Contract Termination**

1. The Employer is obliged to compensate the damage caused to Employee in case of Employee's re-instatement by the court or by the Employer him/herself.

2. Damage compensation includes the following:

- Compulsory payment of compensation equal to not less than lost salary for the time during which the Employee was forced not to work;

- Compensation of extra expenditures made as a result of appeal on illegal transfer to another job or dismissal (counseling, court expenditures);

- possibility of compensation for moral damage.

3. The court shall determine the amount of compensation for moral damage by taking into account the assessment of Employer's action and it cannot be less than the Employee's average monthly salary.

#### **Article 56. Labor Contract Invalidity**

1. The labor contract is acknowledged to be invalid by the court if it is signed in the following cases:

- by deception, force, threat, malicious agreement reached by the representatives of one party with another party or difficult situation;

- openly in contradiction to law, principles of legal safety and conduct;

- forged;

- with the individuals under the age of 15 without written consent of one of the parents or other individuals substituting them in accordance with the legislation of the Republic of Tajikistan;

- with the person under the age identified by this Code;

- with a person acknowledged to be incapable/disabled;

- beyond the legal competences of a legal entity;

- as a result of limitation of authorities;

- as a result of naiveness.

2. Acknowledging labor contract to be invalid by the fault of Employer cannot serve as a reason for not paying salary compensation for annual paid leave and other allowances.

3. Acknowledging some terms of labor contract shall not serve as a reason for acknowledgement of the full contract to be invalid.

### **CHAPTER 4. COLLECTION, PROCESSING AND PROTECTION OF EMPLOYEE'S PERSONAL INFORMATION**

#### **Article 57. Employer's Obligations on Collection, Processing and Protection of Personal Information**

1. The Employer is obliged to:

- collect, process and protect the Employee's personal information in accordance with the legislation of the Republic of Tajikistan;

- promote employment training and progress, ensure personal security, security of collection, processing and protection of employee's personal information with a view to ensuring compliance with the requirements of this Code and other legal and regulatory documents of the Republic of Tajikistan;

- be guided by the requirements of the Constitution of the Republic of Tajikistan, this Code and other legal and regulatory documents of the Republic of Tajikistan while defining the scope and content of employee's personal information;

- process the Employee's personal information provided by the Employee personally or by authorized public entity after preliminary notification and obtaining the Employee's consent;

- incorporate amendments and editions to the Employee's personal information by the request of Employee in accordance with the legislation of the Republic of Tajikistan;

- ensure the procedures of storage of employee's personal information in compliance with the requirements defined in the legislation of the Republic of Tajikistan;

- introduce to Employee the Employer's documents in accordance with the provisions of the Tajik legislation;

- not to disclose the Employee's personal information to the third parties without the Employee's consent, except the cases envisaged by this Code and other legal and regulatory documents of the Republic of Tajikistan;

- give access to Employee's personal information only to authorized persons. In this case, these authorized people have the right to get only the part of Employee's personal information, which is needed for implementation of certain activities by respecting confidentiality;

- disseminate Employee's personal information within the Organization according to the requirements of the legislation of the Republic of Tajikistan;

- to warn persons with access to Employee's personal information about the use of this information by respecting the requirements of the Tajik legislation and its non-disclosure to third parties, except the cases determined by the Tajik legislation.

2. The Employer shall not have the right to:

- request from the Employee information about his/her political, religious and other opinions and about his/her personal life;

- request from the Employee information about his/her membership or activities within non-governmental organizations, including Trade Unions.

3. The Head of Organization shall be in charge of collection, processing and protection of the Employee's personal information.

#### **Article 58. Employee's Rights to Protect Personal Information Stored by Employer**

The Employee has the following rights to protect his/her personal information stored by the Employer:

- access to his/her personal information, also the right to obtain a copy of records with his/her personal information, except the cases envisaged by the Tajik legislation;

- request to include amendments and additions to his/her personal information, to destroy personal information, which is collected and processed through violation of the requirements of this Code and other legal and regulatory documents of the Republic of Tajikistan;

- appeal to the court on action (inaction) of the Employer related to collection, processing and protection of his/her personal information.

### **CHAPTER 5. LABOR PROCEDURES. LABOR DISCIPLINE.**

#### **Article 59. Labor Internal Procedures Rules (Regulations)**

1. Labor internal procedure rules are improved by the Employer in coordination (agreement) with staff representatives on the basis of this Code and other legal and regulatory documents of the Republic of Tajikistan.

2. The labor internal procedure rules determine the procedures for recruitment, dismissal, working time, rest time, incentives, staff discipline, main rights and responsibilities of labor contract parties and other issues regulating labor relations.

3. Labor internal procedures for a selected group of staff are systemized (regulated) by charters and regulations approved in accordance with the procedures as defined by the Tajik legislation.

4. Respect of labor internal procedures is mandatory for the Employer and employees.



### **Article 60. Ensuring Labor Discipline**

Labor discipline is ensured through the necessary administrative and economic environment for individual and collective labor, conscious approach to work, encouragement for dedicated labor, as well as application of disciplinary punishment for violation of labor discipline.

### **Article 61. Work Incentives**

1. The Employer has the right to apply various incentives to reward the Employee's achievements.
2. The Tajik legislation, documents of Employer, labor contract, and collective agreements and contracts define the types of incentives and the procedures of their application.

### **Article 62. Disciplinary punishment**

1. The Employer has the right to apply the following types of disciplinary punishment for violation of labor discipline by the Employee:

- Reproach;
  - Reprimand;
  - Severe reprimand;
- Labor contract termination by the initiative of Employer in cases envisaged by this Code and other legal and regulatory documents of the Republic of Tajikistan.

2. The legal and regulatory documents of the Republic of Tajikistan, charters and regulations on labor discipline can also define other types of disciplinary punishment for a selected group of employees.

3. It shall be prohibited to apply disciplinary punishment not envisaged by this Code, other legal and regulatory documents of the Republic of Tajikistan, charters and regulations on discipline for a selected group of employees.

### **Article 63. Disciplinary Punishment Procedures and Complain on Them**

1. The Employer shall apply disciplinary punishment by adopting a document on it.

2. The Employer is obliged to request the Employee's pleadings before applying disciplinary punishment. A relevant document is issued in case the Employee rejects to submit pleadings. Rejection to submission of pleading by the Employee cannot prevent application of disciplinary punishment.

3. The Employer shall take into account the content, nature and seriousness of the disciplinary behavior committed by the Employee, circumstances of commitment, the Employee's behavior in the past and after his/her behavior and his/her attitude to labor while defining the type of disciplinary punishment.

4. Only one disciplinary punishment shall be applied towards each behavior of Employee.

5. The Employer's document on disciplinary punishment against the Employee shall not be applied when the Employee is:

- temporarily disabled;
- released from his/her job during implementation of government and public obligations;
- on leave or shift rest;
- on business trip.

6. The Employer's document on application of disciplinary punishment against the Employee is disclosed during three days after adoption of the document by getting his/her signature. In case the Employee rejects to sign the document, a relevant note on this rejection is made in the document. In case it is impossible to introduce the document to the Employee, the Employer is obliged to send the document to the Employee via a letter of notification.

7. The Employee can complain on the disciplinary punishment document in accordance with the procedures defined by this Code and other legal and regulatory documents of the Republic of Tajikistan.

### **Article 64. Periods of Disciplinary Punishment Application**

1. Disciplinary punishment against the Employee for disciplinary behavior is applied not later than one month from the day it is reviewed, except the cases envisaged by Article 63.5 of this Code and other

legal and regulatory documents of the Republic of Tajikistan. In cases envisaged by Article 323.6 of this Code disciplinary punishment is issued not later than one month from the day of effectiveness of court order about unlawfulness of strike.

2. Disciplinary punishment cannot be applied after six months of behavior commitment. Disciplinary punishment is applied in cases defined by this Code and other legal and regulatory documents of the Republic of Tajikistan or clarification of disciplinary behavior as a result of inspection or investigation of the Employer's financial and economic activities within two years of disciplinary behavior commitment by the Employee. This period does not include the time of criminal case processing.

3. The time of application of disciplinary punishment is suspended in case the Employee is absent due to temporary disability, or released from work for implementation of government or public obligations.

#### **Article 65. Period of Disciplinary Punishment Effectiveness**

1. The disciplinary punishment effectiveness period cannot be more than six months, except the cases envisaged by paragraph 4 of Article 62.1 of this Code. If another disciplinary punishment is not applied against the Employee in this period, then the Employee shall be deemed to have no disciplinary punishment records.

2. The Employer, who has applied disciplinary punishment against the Employee, has the right to remove it before its expiration by his/her initiative, at the request of the Employee or his/her line-supervisor or request of staff representative.

### **CHAPTER 6. WORKING TIME**

#### **Article 66. Working Time**

1. The working time duration can be regular, reduced or part-time.

2. The working time also includes preparatory and finalization activities (receiving position (post)-related instructions, materials, tools, familiarization with office equipment, documents, preparing and cleaning workplace, handover of final products and breaks according to labor arrangement technologies, rules of labor classification and protection, time of presence or waiting time, the free time not used by the staff at its own discretion, time on duty during nonbusiness days and holidays and other periods defined in the labor contract, collective agreements and contracts, the Employer's documents or legal and regulatory documents of the Republic of Tajikistan.

#### **Article 67. Regular Length of Working Time**

1. Regular length of working time in Organization shall not exceed 40 hours in a week.

2. The labor contract, collective agreements and contracts may envisage shorter working time with the salary for regular working time.

#### **Article 68. Reduced Length of Working Time**

1. Reduced length of working time without reduction of remuneration shall be applied towards a selected group of employees based on their age, health, nature of their employment duties and other circumstances envisaged by this Code and other legal and regulatory documents of the Republic of Tajikistan, as well as the labor contract.

2. The reduced length of working time is applied for the following persons:

- Employees under the age of 18;
- Women and other individuals with family commitments;
- Employees with disabilities;
- Employees engaged in hazardous or special work.

#### **Article 69. Reduced Length of Working Time for Employees Engaged in Hazardous Work**

1. Reduced length of working time of not more than 35 hours a week is defined for the employees exposed to the negative impact of physical, chemical, biological and other factors during the employment process.

2. The Government of the Republic of Tajikistan approves the list of production, workshops, occupations and positions entitled to reduced length of working time.

#### **Article 70. Reduced Length of Working Time for Employees with Special Work**

1. The length of working time not exceeding 35 hours a week is determined for a selected group of employees (medical workers, teachers and other specialists), who are engaged in high emotional, intellectual and nervous tension jobs.

2. The list of such employees and specific length of their working time shall be determined by this Code and other legal and regulatory documents of the Republic of Tajikistan.

#### **Article 71. Short Working Hours**

1. The parties shall agree upon recruitment on short working hours or week with the payment of remuneration for the scope of production or working time accordingly.

2. The Employer is obligated to determine short working hours in the cases defined by this Code and other legal and regulatory documents of the Republic of Tajikistan.

3. The length of working hours cannot be less than half of the monthly norm of working hours and the remuneration cannot be less than the minimum salary as defined by the Tajik legislation in case of introduction of the short working hour system.

4. Working based on short working hours-based employment cannot be the reason for any restriction of the length of annual leave, calculation of the length of employment and other labor rights.

#### **Article 72. Types of Working Week and Working Time System**

Types of working week (five day working week with two days of weekend or six day working week with one day of weekend and working week with changing/shuffling weekends) and working time system (length of daily working time (shift), the start and end of working time, break time, the number of shifts in a day, changing/shuffling working and non-working days, procedures of employee transfer from one shift to another) in Organization is determined by the internal labor regulations, other internal (local) regulatory documents or by mutual agreement between the Employer and the Employee in case the above documents are not in place.

#### **Article 73. Shift Work**

1. In case of shift work, the Employer informs the employees about the length of the daily work (shift) according to the shift schedule approved by the Employer in the preliminary consultation with the employee representative and within one month prior to its introduction.

2. The employees rotate in shift equally. Transfer from one shift to another one is exercised according to the shift timetable.

3. It shall be prohibited to engage an employee in two shifts continuously.

#### **Article 74. Length of Working Hours**

1. In case of five-day working week the length of daily work (shift) is determined by internal labor regulations or the shift timetable approved by the Employer followed by preliminary consultation with employee representatives by taking into account the nature of work and compliance with the length of determined working week.

2. The length of daily working time (shift) cannot exceed:

- 5 hours for employees at the age of 15-16 and 7 hours for the employees at the age of 16-18;

- For students of general secondary and secondary vocational schools, who work and study during the academic year – 2.5 hours for students at the age of 14-16 and 3.5 hours for the students at the age of 16-18;

- 8 hours for regular working environment;

- 6 hours for persons with disabilities;

- For the employees with two (multiple) jobs – half of the regular length of working time defined by Articles 66 - 73 and 74 of this Code.

3. In case of six-day working week the length of daily work cannot exceed:

- seven hours - if the weekly norm is 40 hours,
- six hours - if the weekly norm is 35 hours, and
- four hours – if the weekly norm is 24 hours.

#### **Article 75. Split of Working Day into Parts**

1. In specific works, in case of necessity the working day can be split into several parts by consent of the Employee if the overall working time does not exceed the determined length of working time.

2. The types of work split into parts, number and length of breaks in work, as well as types and amount of compensation for employees working in such conditions is determined by collective agreements and contracts or by the Employer followed by preliminary consultation with employee representative in case such documents are not in place.

3. For creative workers of professional, cultural and arts organizations, mass media, sportsmen, coaches different length of working time can be determined by this Code, collective agreements and contracts and the Employer documents.

#### **Article 76. Length of Working Time on the Eve of Nonbusiness Holidays**

1. Length of daily working time (shift) on the eve of nonbusiness holidays (Article 89 of this Code) shall be reduced for not less than one hour for all employees.

2. Length of daily working time (shift) on the eve of nonbusiness holidays is not reduced if the weekend precedes the holiday as well as short working week is applied for employees.

3. At continuous productions and selected types of work, within which it is impossible to reduce the length of daily work on the eve of nonbusiness holidays due to the nature of production, the works carried out beyond the norm are compensated by granting additional day-offs in accordance with the procedures determined by the Employer followed by preliminary consultation with the employee representatives or paid as overtime by the consent of Employee.

#### **Article 77. Length of Night Working Time**

1. Work from 10pm to 6am shall be considered as night working time unless any other procedure is determined by the Tajik legislation.

2. The length of night work is reduced by one hour by accordingly reducing the length of working week if not less than half of daily work length determined for employee falls at night time.

3. At continuous productions and selected types of work, within which it is impossible to reduce the length of daily work (shift) during night time, the works carried out beyond the norm are compensated by granting additional day-offs in accordance with the procedures determined by the Employer followed by preliminary consultation with the employee representatives.

4. Persons with disabilities, women, individuals with family commitments and minors are involved in night work in compliance with the restrictions determined by this Code.

#### **Article 78. Added up Calculation of Working Hours**

1. In organizations, where it is impossible to keep to the weekly length of working hours due to the production (work) nature, it is admitted to introduce added up calculation of working hours so that the length of working hours for the record-keeping period (a month, a quarter and others) would not exceed the standard working hours. The record-keeping period cannot be longer than one year and the length of daily (shift) working hours cannot exceed 12 hours.

2. The procedure of application of added-up calculation of working hours is determined by collective contract or by the Employer followed by the preliminary consultation with employee representatives in case such a contract is not in place.

#### **Article 79. Overtime Work**

1. Overtime is used in exceptional cases as defined by Article 80 of this Code by consent of the Employee on the basis of and in accordance with the procedures defined by the Employer in mutual agreement with employee representatives.

2. The Employer is obliged to ensure occupational safety and favorable production, as well as social environment during the overtime period.

3. Involvement of employees in overtime is exercised in compliance with the restrictions for employees with disabilities, women, individuals with family commitments and minors defined by this Code.

4. It shall be prohibited to work overtime in case of 12 hour shift and also the works with specially severe and harmful conditions.

5. Overtime cannot exceed within two days continuously:

- Two hours for works with severe or harmful conditions;
- four hours for other works.

6. Overtime for every employee shall not exceed 120 hours a year.

### **Article 80. Exceptional Cases of Overtime Application**

The exceptional cases for application of overtime include the following:

- fulfilling activities necessary for the country defense, prevention and elimination of the consequences of natural disasters and common threats;
- fulfilling activities for elimination of emergency and unexpected cases impeding regular production process;
  - in case of need to finalize started activities, fulfillment of which during regular working time is impossible due to technical reasons, unexpected circumstances and sudden delay of production (if laying off the started works lead to deterioration of materials and equipment);
- fulfilling temporary activities on repair and rehabilitation of equipment and facilities, failure of which can stop the work of the majority of employees;
- continuation of work in continuous production in case the Employee substituting his/her colleague in the shift does not come in-time; In such a case, the Employer is obliged to undertake immediate measures to substitute the employee on duty with another employee;
- fulfilling activities on freight, load and discharge and subsequent activities on transport in case of need for releasing storages of organizations, as well as load and discharge of freight into and from transport with a view to preventing accumulation of freight in the points of freight transportation and acceptance, and idleness of vehicles.

### **Article 81. Working Time Calculation Procedures**

1. The Employer is obliged to accurately calculate the working time, including the overtime of every employee.

2. Working time calculation includes the time of performed and unperformed work.

3. The performed work time includes the calculation of another period of time belonging to working time. The overtime work at night shift, holidays, weekends and business trip are calculated separately.

4. The unperformed working time includes the calculation of working time paid and unpaid by the fault of Employee and the Employer.

5. The working time is calculated on the basis of documents adopted by the Employer as a part of the internal labor regulation.

6. In case the works are implemented outside the Employee's workplace or the Employer cannot identify the time of its fulfillment, these periods are recorded as the implementation of work scope according to labor contract.

## **CHAPTER 7. REST TIME**

### **Article 82. Types of Rest Time**

The rest time includes:

- breaks during the working day (rest, meal, in-shift and special rest);
- breaks between working days (shift);
- weekends (regular weekends);
- non-business holidays; and
- leaves.

### **Article 83. Break for Rest and Meal**

1. The employees shall be entitled to rest and meal breaks during the working day (shift). Specific length of these breaks is defined in the internal labor regulations, shift timetable or the contract between the Employee and the Employer. Breaks shall be granted not later than four hours after the start of work.

2. Breaks for rest and meal shall not be a part of working time and they are not paid and their length shall not exceed two hours.

3. At works, where it is impossible to grant breaks for rest and meal due to the nature of production, the Employer is obliged to ensure conditions for rest and meal of staff during the working time. The list of such works is defined in the collective contracts (by the Employer in preliminary consultation with employee representatives, in case such a contract is not in place). The venue for rest and meal is determined by the Employer.

### **Article 84. In-shift and Special Breaks**

1. Some works envisage in-shift breaks for employees required by the technological nature, arrangement of jobs and labor. Type of these works and the length and procedure of granting such breaks are defined in collective contracts (by Employer in mutual agreement with the employee representative if such a contract is not in place).

2. Special breaks for rest, warming up, cooling, drying clothes, job related exercise and infant feeding are granted to workers working in cold and hot seasons, outdoor or covered and unheated buildings, workers engaged in freight loading and discharge, as well as other categories of employees according to the job conditions and procedures envisaged by this Code and other legal and regulatory documents of the Republic of Tajikistan, labor contract, and collective agreements and contracts.

3. In-shift and special breaks shall be a part of working time and be paid for. The Employer is obliged to provide premises for the breaks outlined in Articles 84.1 and 84.2.

### **Article 85. Length of Breaks between Working Days (Shifts)**

The length of breaks between employee's working days (shifts) shall not be less than 12 hours.

### **Article 86. Weekends**

1. All employees are granted weekends (regular weekly weekends).

2. Employees are granted two days of weekend in a five day working week and one day of weekend in a six day working week accordingly.

3. Sunday is a general weekend. The second day of weekend in a five-day working week is determined according to the Organization's timetable. Both days of weekend are granted consecutively.

4. In the organizations, where it is impossible to stop operation due to the industrial and technical conditions or the need for continuous supply of population, as well as other organizations with uninterrupted operation, the weekends are granted in various days of week to different groups of employees according to the shift timetable approved by the Employer in preliminary consultation with employee representatives.

### **Article 87. Prohibiting Work on Weekends. Exceptional Cases of Employee Involvement in Work on Weekends**

1. It shall be prohibited to work on weekends.

2. The employees can be involved in work on weekends based on mutual agreement with the employee representatives in the following exceptional cases:

- To prevent and eliminate the consequences of natural disasters, job related accidents or immediately overcome their consequences;

- To prevent incidents, casualty and destruction of property;
  - To implement urgent activities foreseen in advance, fulfillment of which is important for further smooth operation of organization or its selected departments;
  - In other cases envisaged by the Tajik legislation and Organization's internal (local) regulations.
3. Employees' involvement in work on weekends is exercised in compliance with restrictions defined by this Code and other legal and regulatory documents of the Republic of Tajikistan for employees with disabilities, women, persons with family commitments and minors.

#### **Article 88. Reimbursement of Work on Weekends and Rest Time**

Work on weekends and rest time is reimbursed according to the employee's desire by granting another weekend or in monetary terms proportionately as envisaged by Article 154 of this Code.

#### **Article 89. Rest on Non-business Holidays**

1. Rest on non-business holidays is defined in accordance with the Law of the Republic of Tajikistan on Holidays.
2. On non-business holidays only those works can be carried out, suspension of which is impossible due to industrial and technical nature of work (continuously operating organization), the works important for public services, as well as urgent repair and freight load and discharge works.
3. Work on non-business holidays is reimbursed in accordance with the provisions of Article 154 of this Code.
4. The Government of Tajikistan shall determine the procedure of transfer of rest days into another working day with a view to effectively using the working time on non-business holidays.
5. If the weekend coincides (falls into) non-business holiday, the rest day is transferred to the first working day after the non-business holiday.

#### **Article 90. Types of Leave**

1. There are the following types of leave:
  - Annual paid leave;
  - Social leave;
  - Unpaid leave;
  - Temporary unpaid or partially paid leave;
  - other leaves as defined by the Tajik legislation.
2. The annual paid leave includes:
  - Main annual minimum leave;
  - Main annual extended leave;
  - Main annual additional leave.
3. The social leave includes:
  - Pregnancy and delivery leave;
  - Child care and parental leave;
  - Sabbatical leave;
  - Research leave.
4. The leaves are documented by the document issued by the Employer.

#### **Article 91. Right to Annual Paid Leave and Social Leave**

1. Employees have the right to annual paid leave and social leave in accordance with the provisions envisaged by this Code.
2. It is not allowed to substitute annual paid leave with the monetary reimbursement except the cases, when the Employee subject to dismissal did not use his/her leave.

#### **Article 92. Right to Main Annual Paid Leave and Main Annual Extended Leave**

Employees have the right to main annual paid leave or main annual extended leave regardless of the Employer and the type of labor contract they have, legal form of Organization and their salary.

### **Article 93. Length of Main Annual Minimum Leave**

1. The length of main annual minimum leave shall make 24 calendar days.
2. The main annual minimum leave is granted to all employees in a mandatory manner.
3. The Employer has the right to extend the length of main annual minimum leave to more than 24 days with the use of Organization's internal funds in accordance with the procedures and terms of the labor contract, collective agreements and contracts.
4. Non-business holidays, temporary disability, as well as pregnancy and birth delivery leaves shall not be a part of the main annual paid leave.
5. In case non-business holidays fall into the period of employee's main annual leave, the main annual paid leave is extended by the number of non-business holidays.

### **Article 94. Length of Main Annual Extended Leave**

1. A selected group of employees may be entitled to the main extended leave in accordance with the legal and regulatory documents of the Republic of Tajikistan given the nature and conditions of their employment duties, age, length of experience, health state, and other circumstances.
2. The following individuals are entitled to the main annual extended leave:
  - From 28 up to 56 calendar days for employees of research organizations;
  - From 28 up to 56 calendar days for employees of libraries in research organizations, educational institutions and other libraries;
  - From 28 up to 56 calendar days to employees, professors of full-time and part-time departments of higher education institutions, including departments for training, re-training and professional development of staff from primary and secondary vocational schools;
  - From 28 up to 56 calendar days to employees of general education and pre-school education facilities;
  - From 28 up to 42 calendar days to employees of cultural and social protection institutions;
  - 42 calendar days to nurses caring after children under three years old, tutors of nursery groups of pre-school institutions and childcare centers;
  - 28 calendar days for permanent staff of forest management agency;
  - Not less than 30 calendar days for sportsmen;
  - Not less than 30 calendar days to reporters;
  - 30 calendar days to employees under the age of 18, including those attending internship (apprenticeship);
  - 42 calendar days for persons with disabilities of the first and second category and 35 calendar days for the third category;
  - Not less than 28 calendar days to employees of agricultural sector;
  - Other groups of employees are entitled in accordance with the legislation of the Republic of Tajikistan.
3. The Government of Tajikistan shall determine the list of organizations, occupations and positions outlined in paragraphs 1-5 of Article 94.2.

### **Article 95. Additional Annual Leave**

The Employer is obliged to grant additional annual leave to the following individuals:

- Employees working in hazardous and difficult conditions;
- Employees with special job;
- Employees working in unfavorable natural and climatic conditions;
- Employees with irregular working day;
- In other cases as defined by the Tajik legislation, labor contract, collective agreements and contracts.

### **Article 96. Annual Additional Leave for Working in Hazardous and Difficult Employment Conditions**

1. Annual additional leave for working in hazardous and difficult employment conditions with the length of not less than seven calendar days is granted to employees engaged in underground mining



activities, open-air pits, carriers, areas with radioactive pollutions and other works harmful for human health with unfavorable physical, chemical, biological and other factors.

2. The Government of Tajikistan shall determine the list of jobs, organizations, occupations and positions (posts), within which employees are entitled to additional annual leave for working in hazardous and difficult employment conditions, as well as the length of leave, procedure and conditions of its granting.

3. Annual additional leave is granted only based on one of the principles envisaged in the approved list.

#### **Article 97. Annual Additional Leave for Works of Special Nature**

1. Annual additional leave for work of special nature with the length of not less than three calendar days is granted to a selected group of employees whose work is associated with high nervous and emotional tension.

2. The Government of Tajikistan shall determine the list of jobs (positions) of employees entitled to additional leave for special job, as well as the precise length and conditions of their granting.

#### **Article 98. Annual Additional Leave for Work in Special Natural and Climatic Conditions**

1. The annual additional leave for work in special natural and climatic conditions is granted for the period of not less than eight calendar days.

2. The legal and regulatory documents of the Republic of Tajikistan, labor contract and collective agreements and contracts shall determine the precise length of annual additional leave and conditions of its granting.

#### **Article 99. Additional Leave for Irregular Working Day**

1. Employees with irregular working day are granted additional leave with the length of not less than ten calendar days for the works carried out beyond the defined regular working day.

2. The specific length of such a leave for the employees of budget-funded organizations is determined by the Government of Tajikistan and for the staff of other organizations by the labor contract and collective agreements and contracts or by the mutual agreement of parties in case such a contract is not in place accordingly.

3. The list of employees with irregular working days at budget-funded organizations is determined by the Government of Tajikistan and the list of employees from other organizations is determined by labor contract, collective agreements and contracts or any other internal (local) document of Organization.

#### **Article 100. Additional Leave for Extensive Length of Experience**

1. Employees working in one sphere or organization for a lengthy period of time are granted additional leave with the length of up to 10 calendar days.

2. The list of areas, industry, work, specialty and positions (posts), conditions of granting and length of leave for extended length of experience shall be defined by the Government of Tajikistan.

#### **Article 101. Calculation of the Length of Annual Leave**

1. The length of annual leave is calculated in calendar days, regardless of the system and work schedule.

2. Non-business holidays falling into the leave period are not counted while determining the length of leave in accordance with Article 89 of this Code.

3. The additional leave, length of which is defined by this Code and other legal and regulatory documents of the Republic of Tajikistan, is added to the main annual (including extended) leave while counting the overall length of annual leave.

4. The length of annual leave proportionate to the completed work is defined by dividing the amount of every leave to 12 and multiplying to the number of full working month.

5. Accordingly, the overtime equal to 15 or more calendar days is rounded up as equal to one month, but is not taken into account if it is less than 15 days.

### **Article 102. Counting the Length of Experience Entitling to Annual Leave**

1. The length of experience that entitles to annual leave includes:

- the real working time during working year;
- the time, during which the employee did not really work, but his job (position) was hold for him/her;
- time of bound absenteeism at illegal dismissal or transfer to another work with the subsequent re-instatement at the previous job;
- Other periods of time envisaged by the sectorial (tariff-based), collective contracts and other internal (local) regulations of Organization, and terms of labor contract.

2. The length of experience that entitles to annual leave shall not include the following unless the Tajik legislation, labor contract and collective agreements and contracts envisage other procedures:

- Time of employee's absence in work without any grounded reason;
- The time of childcare leave until the child reaches the age defined by the Tajik legislation;
- The time of unpaid leave of more than 15 calendar days granted to employee by his/her request.

3. The legislation and other legal and regulatory documents of the Republic of Tajikistan may envisage special procedures for calculation of the length of experience entitling to additional leave.

### **Article 103. Employer's Right to Change Employee's Working Year**

If the total number of periods included into working year in accordance with Article 102 of this Code make less than 12 full calendar months, the employee's working year shall be changed to make it a full working year (by the period needed for a full working year).

### **Article 104. Terms of Granting Annual Leave During the First Working Year**

1. The Employer grants (main and additional) annual leave during the first working year not earlier than after 11 working months.

2. The Employer is obliged to grant the Employee annual leave before the completion of 11 working months by the request of the Employee in the following cases:

- To women before pregnancy and delivery leave or after it;
- To employees under the age of 18;
- To employees hired according to the transfer procedures;
- To employees, who are issued letter of reference for sanatorium and resort treatment based on medical opinion;
- to employees with two (multiple) jobs, if their annual leave in their main job falls into the period of 11 working months due to having two (multiple) jobs;
- To teachers of educational facilities;
- To veterans of the World War II and the persons with equal status;
- To women and individualss with family commitments, who care after two or more children under the age of 14 or a child with disability under the age of 18;
- To employees attending general education institutions (evening courses department), primary vocational and secondary vocational schools, higher education and PHD course (evening courses and part-time department) institutions in parallel with their jobs;
- In other cases as defined by the Tajik legislation, labor contract, collective agreements and contracts.

3. Military servants in reserve, who are seconded collectively, are granted leave after three months.

4. Spouse of military servant is granted leave at the same time with his/her spouse at their request.

5. Except the cases outlined in paragraphs 1-9 of Article 104.2 and Articles 104.3 and 104.4, the leave is granted proportionate to the days worked out during the working year, but not less than 14 calendar days.

### **Article 105. Terms of Granting Leave in the Second and Following Working Years**

Annual (main and additional) leave during the second and following working years is granted any time in the year according to the leave schedule, unless this Code and other legal and regulatory documents of the Republic of Tajikistan envisage other cases.

#### **Article 106. Granting Annual Leave to Individuals, who Returned from Health and Recreation Resorts**

Individuals, who returned from health and recreational resorts, are granted annual leave for the real time spent in the last job.

#### **Article 107. Leave Time and Schedule**

1. The time and schedule of granting leave is defined in accordance with the procedures envisaged in labor contract, collective agreements and contracts, internal labor regulations, leave schedule, which is agreed with the employee representatives and/or in mutual agreement between the Employer and the Employee.

2. The schedule of annual leave for a calendar year is developed according to timeline defined in collective agreements and contracts, which is agreed upon between the Employer and the trade union or other employee representatives and shared with all employees.

3. The rights of the following employees entitled to privileges in taking annual leave shall be respected while defining the leave time and schedule:

1) During the summer and other relevant periods:

- To employees under the age of 18;
- To teachers of general secondary education, primary vocational, secondary vocational and special education schools and professors of higher education institutions;
- To veterans of the World War II and individuals with equal status;
- To women and individuals with family commitments, who care after two or more children under the age of 14 or a child with disability under the age of 18;
- To employees exposed to radiation or those, who experienced it and other diseases related to spread of radiation light;
- To employees, who participated in eliminating the consequences of Chernobyl accident and other polluted areas or consequences of natural disasters;
- In other cases envisaged by the Tajik legislation, labor contract, collective agreements and contracts.

2) In a selected period:

- to employees, attending general education institutions (evening courses department), primary vocational and secondary vocational schools, special education schools, higher educational and PHD course (evening courses and part-time department) institutions before or during defined classes, fulfillment of laboratory or educational exercises, taking exams or tests in parallel with their jobs;
- To employees with two (multiple) jobs – at the same time with the leave at the main job.

4. Employee should be informed about the proposed time for leave 15 days prior to its start.

5. Men are offered annual leave during the pregnancy and delivery by their spouses according to their requests.

#### **Article 108. Annual Leave and Exceptional Cases of Their Transfer to the Next (following) Year**

1. The Employer is obliged to offer the Employee annual leave during every working year.

2. In exceptional cases, when offering full annual leave to the Employee at a particular year can make a negative impact on the smooth operation of Organization or individual entrepreneur, the annual leave can be fully or partially transferred to the following year by consent of the Employee.

3. The annual leave transferred to the following year at the request of the Employee is added to the following year's leave or used separately not later than one year after obtaining the right to leave.

4. The employees under the age of 18 and those engaged in heavy jobs or working in difficult or hazardous employment conditions, as well as in other cases envisaged by the Tajik legislation, are not allowed to transfer their annual leave to the following year.

5. It shall be prohibited not to grant leave two years consecutively.

#### **Article 109. Employee's Right to Transfer Annual Leave to Another Period or Extend its Length During Working Year**

1. Employee can transfer his/her annual leave to another period or extend it:

- In case of temporary disability;

- Upon the period of pregnancy and delivery leave;

- In case the annual leave falls into the period of sabbatical leave in parallel with work (if the Employee has documented such a leave before or during the annual leave and after getting invitation from educational institution);

- in case of fulfillment of government or public obligations, if the legal and regulatory documents of the Republic of Tajikistan envisage releasing employee from his/her job for fulfillment of such obligations;

- In case of non-payment of the Employee's salary during the period defined for leave;

- by mutual agreement of the parties, as well as other cases envisaged by other legal and regulatory documents of the Republic of Tajikistan, labor contract, collective agreements and contracts.

2. If the reasons outlined in Article 109.1 occur during the leave period, the leave is either extended by the number of those days or the amount of unused leave is transferred to another period of the same working year by consent of the Employer in mutual agreement with the Employee.

3. If the reasons outlined in Article 109.1 occur before the start of the annual leave, the leave is transferred to another period of the working year by request of the Employee and consent of Employer.

4. The Employee is obliged to inform the Employer about the reasons creating obstacle for the use of annual leave in the allocated period and its extension.

#### **Article 110. Consequences of Rejection for Use of Annual Leave by Employee without Legal Grounding and Consent of Employer**

If the annual leave is offered in compliance with the requirements in place, but the Employee rejects to use it within the allocated period by the end of working year without any legal grounding, the Employer has the right to not transfer the leave to another period and not provide financial reimbursement for unused leave, except the cases envisaged in Article 118.1 of this Code.

#### **Article 111. Dividing Leave into Parts. Recall from Leave**

1. The leave can be divided into smaller parts by the mutual agreement between the Employer and Employee provided that a part of it shall not be less than 14 calendar days.

2. The Employee can be recalled from leave only by his/her consent.

3. In case the Employee is recalled from his/her leave, the unused part of his/her leave should be granted to him/her in a suitable for him/her time during the same working year or added to his/her leave for the following year in compliance with the requirements of Article 108 of this Code unless other terms are envisaged by collective agreements and contracts.

4. The employees under the age of 18 and those working in the environment hazardous and harmful for health, difficult employment conditions or special jobs, as well as other individuals as defined in the Tajik legislation, shall not be recalled from their annual leave.

#### **Article 112. Payment of Main Annual Leave**

1. The Employee is guaranteed to payment of not less than his/her average salary for the period of the main annual leave.

2. Payment for main annual leave is made in the timeline as defined by the labor contract, but not later than one week before the start of leave.

3. The Employer has the right to pay the Employee additional payment (allowance), while offering main annual leave according to its internal (local) regulations and collective contract.

### **Article 113. Funds for Leave Payment**

1. Annual and social paid leaves (except for pregnancy and delivery leaves (Article 223 of this Code) and childcare leave (Articles 224 and 225 of this Code) are paid for by the Employer and through the funds for maintenance of organization and salary in the public budget-funded organizations.
2. Pregnancy and delivery and childcare leaves are paid for from the public social insurance fund.

### **Article 114. Social Leave**

1. Social leave is granted to employees for research, pregnancy and delivery, childcare and education in parallel with work.
2. The right of employees to social leave shall not be associated with their length of employment, location and type of work, title, and legal form of organization.
3. During the social leave, the Employee's job and his/her salary are held in the cases envisaged by this Code, and collective agreements and contracts.
4. Social leave is granted in addition to the annual leave.
5. The social leave is granted in the calendar year, when the Employee is entitled to.
6. In case the social leave is not used in the relevant calendar year, it is not transferred to the following year and is not reimbursed in monetary terms, including in the case of dismissal from job.

### **Article 115. Research Leave**

1. Research leave is granted to employees by holding their salary for activities on writing thesis and textbooks and other cases envisaged by the legal and regulatory documents of the Republic of Tajikistan.
2. The legal and regulatory documents of the Republic of Tajikistan shall define the procedures and terms of granting, and the length of research leave.

### **Article 116. Unpaid Leave**

1. The Employee is granted unpaid leave due to family situation or other grounded reasons based on his/her request. The Employee and the Employer shall mutually define the length of unpaid leave. The Employer assesses to what extent the reason stipulated for granting such a leave is grounded, unless the collective agreements and contracts define any other procedure.
2. Unpaid leave is granted based on the Employee's application to the following individuals in a mandatory manner:
  - to the veterans of the World War II and the individuals with equal status, and also to working pensioners – up to 14 calendar days;
  - to parents and spouses of military servants and law enforcement agencies' staff, who got injury, blast injury or damage while defending their homeland and fulfilling their official duties or those, who died as a result of illness caused as a result of their participation in war or political infightings - up to 14 calendar days in a year;
  - To working persons with disabilities – up to 2 months in a year;
  - To employees during the child birth, marriage party and death of relatives – up to 7 calendar days;
  - To employees caring of their ill family members based on medical opinion (without issuing a certificate on working disability or substituting document) – up to 14 calendar days;
  - To employees with reference letter for sanatorium or resort treatment issued based on medical opinion, the length of which exceeds their annual leave – for the extra period (by adding the round trip time), if the entire length of annual leave is used, by the full duration of reference letter (including the round trip time);
  - To employees, who have permission to take admission examination at secondary vocational schools – 10 calendar days, at higher education and special education institutions – 15 calendar days, except the travel time to and from the educational institutions;

- To prospective students of PHD and post-doctoral studies and to those attending such courses in parallel with work – for travel to and from these institutions during the admission examinations and thesis defense;

- In other cases as defined by legal and regulatory documents of the Republic of Tajikistan, and collective agreements and contracts.

3. The leaves envisaged in paragraphs 1, 2 and 3 of Article 116.2 are granted in the cases agreed upon by the Employee and Employer.

#### **Article 117. Temporary Unpaid or Partially Paid Leave**

1. In case of need for temporary suspension of production (operation) or reduction of workload for the period of not more than one month, with a view to preventing dismissal of employees through redundancy or reduction of job units, the Employer has the right to grant leave to the Employee (employees) at his/her (their) consent without or partially deducting their salaries, unless the collective agreements and contracts envisage any other procedure.

2. In such a case, the size of salary is defined by mutual agreement between the Employee and the Employer and it cannot be less than the Employee's monthly salary.

#### **Article 118. Enforcement of Right to Annual Leave in Case of Dismissal**

1. The Employee, who has not used his/her leave fully or partially, shall be paid reimbursement regardless of the grounded reasons in case of dismissal.

2. In case of labor contract cancellation by desire of the Employee the latter is granted his/her annual unused leave based on condition of dismissal after the end of leave. In this case, the last day of leave shall be deemed to be the date of dismissal.

3. In case of dismissal due to the labor contract expiration, the leave conditioned by the dismissal after the end of leave is granted in case, when the duration of leave fully or partially exceeds the length of labor contract. In this case, the labor contract effectiveness shall be deemed to be extended until the end of leave.

4. Reimbursement for the full length of leave is made in case the Employee worked fully during the working year until the date of dismissal. If the Employee worked partially during the working year until the date of dismissal, then the reimbursement shall be made proportionate to the time worked out by the Employee.

5. Reimbursement for unused leave in case of dismissal shall be paid on the date of dismissal.

#### **Article 119. Employer's Right to Grant Leave**

1. The Employer, in preliminary consultation with the staff, can grant leave to the larger number of staff in summer and to the staff engaged in this period in repair, rehabilitation and renovation of industry in another time suitable for them.

2. The Employer has the following right with the use of savings (income) in accordance with the labor contract and collective agreements and contracts:

- appoint/grant additional leave of not less than seven calendar days for the work according to the schedule of uninterrupted working week (in case of multi-shift operation);

- appoint/grant additional leave of not less than ten calendar days to encourage for better outcomes, implementation of especially difficult or especially important works;

- provide highest level of all types of social leave, including the pregnancy and delivery, childcare, research and sabbatical leaves;

- encourage the employees to spend their leave in sanatoriums and other recreational facilities and improve their working abilities and health by fully or partially covering their cost of stay and transportation.

### **CHAPTER 8. PROFESSIONAL TRAINING, RE-TRAINING, PROFESSIONAL DEVELOPMENT AND INTERNSHIP OF EMPLOYEES**

#### **Article 120. Employer's Rights and Responsibilities on Training, Re-training,**

### **Professional Development and Internship of Employees**

1. The Employer identifies the need for and scope of training, re-training, professional development and internship of employees with a view to ensuring effective operation and development of his/her Organization.

2. Training, re-training, professional development and internship of employees and other individuals in labor relations is ensured directly inside the Organization or outside it in other institutions established for this purpose.

3. The Employer is obliged to ensure environment for the staff attending internship, professional training, re-training, and professional development courses to combine work and education as envisaged by this Code, other legal and regulatory documents of the Republic of Tajikistan, labor contract, and collective agreements and contracts.

4. The Employer is obliged to ensure occupational training, re-training and upgrading courses of employees to obtain new specialties and to ensure environment for their on-job or in-service professional development.

5. After graduating from professional education institutions, the employees are granted occupational specialty (group, category) and offered a job according to the specialty they obtained.

6. Employee's general professional education is taken into account in case of his/her professional development (improvement of group degree), appointment of his/her salary and his/her promotion to higher position (post).

7. Guarantees and reimbursement for the staff studying in parallel with their work are granted only at the main job.

8. The Employer supports the educational institutions implementing technical educational and professional programs on occupational training, re-training, professional development and internship of employees.

### **Article 121. Professional Training, Re-training, Professional Development and Internship of Employees**

1. Professional training, re-training, professional development and internship of employees is ensured through the Employer's letter of reference to educational institutions with funding by the Employer or from other sources not prohibited by the Tajik legislation according to apprenticeship contract.

2. The employees attending educational institutions can be granted additional benefits by the Employer with the funding from Employer seconding them for study according to labor contract, collective agreement and contracts and other internal (local) regulations.

### **Article 122. General Type and Requirements for Professional Training, Re-training, Professional Development and Internship of Employees**

1. The Employer defines the types of professional training, re-training, professional development and internship of employees.

2. The Government of Tajikistan determines the general requirements for professional training, re-training, professional development and internship of employees in the public organizations.

### **Article 123. Employee's Rights and Duties on Professional Training, Re-training and Professional Development**

1. The employees are entitled to professional training, re-training and professional development, including occupational training and new specialties.

2. The employees attending professional training, re-training and professional development courses can be released from work or implementation of works conditioned by part-time working time upon the agreement with the Employer.

3. The employees attending professional training, re-training and professional development courses are entitled to benefit from the guarantees envisaged by this Code and other legal and regulatory documents of the Republic of Tajikistan, labor contract, and collective agreements and contracts.

4. The Employee is obliged to work for the Employer during the period agreed upon in the apprenticeship contract after graduating from professional training, re-training and professional development courses.

5. In case of the labor contract termination by the time outlined in the apprenticeship contract by the initiative of the Employee or the Employer due to the fault of Employee, the Employee is obliged to reimburse the expenditures made by the Employer for education for the proportionate period of non-implemented works.

#### **Article 124. Content of Apprenticeship Contract**

1. The apprenticeship contract shall include:

- Contract signing date and location;
- Parties to the Contract;
- Title of organization of employment, the full name of the employer or his/her authorized representative, letter of attorney, title of the educational institution, full name of the head of the institutions, full name of employee (intern, student) in case of tripartite agreement;
- Title of organization, duty station, full name of the Employer or its authorized representative, letter of attorney, full name of the Employee (intern, student);
- Subject of contract;
- Information about the fee-based or free of charge education, type of education, specific occupation, degree of speciality to be obtained by the student;
- Rights and duties of Employer and Student;
- Duration of study and duration of additional work for Employer after graduation;
- Guarantee and reimbursement related to study;
- Force-majeur clause;
- Special conditions;
- Dispute resolution procedures;
- Duration of effectiveness and procedures of contract termination;
- Address of parties.

2. The apprenticeship contract may include other terms agreed upon by the parties.

#### **Article 125. Privileges for Employees Attending Educational Institutions**

1. Employees, who study at educational institutions in parallel with their work, are released from their employment or industrial duties by holding their salaries based on the invitation of educational institutions to take classes during a selected period of time.

2. The collective agreements and contracts and other internal (local) regulations of Organization may envisage additional privileges for the employees attending educational institutions at the expense of the Employer, who seconded them for study.

#### **Article 126. Privileges for Employees Attending General Education Institutions**

1. Employees attending general education institutions in parallel with their work are entitled to the working day not exceeding four hours.

2. Attendants of general education institutions are released from their work for not more than 42 calendar days in case of six-day working week or accordingly to the same number of hours in case of five-day working weeks during academic year. In case of five-day working week, the total number of hours of releasing employee from his/her work may change depending on the length of the working shift in case of availability of free hours out of job.

3. In case the Employee is released from his/her work, s/he is paid not less than 50% of his/her salary, but not less than the minimum salary determined at his/her main job.

4. Attendants of general education institutions are entitled to additional paid leave from their main job for taking examinations with the length of not less than the period as defined by the Tajik legislation by holding their average salary during the leave.

#### **Article 127. Privileges for Students of Vocational Schools**



1. The employees attending vocational schools in parallel with their work are entitled to additional leave and average salary for preparing for and taking exams, and the employees attending general education and higher education institutions are entitled to additional leave and salary for laboratory exercises, taking exams, preparing for and defending thesis from their job for the period of not less than the period as defined by the Tajik legislation.

2. Employees attending vocational schools are entitled to minimum one day of release from work and average salary in every six-day working week for preparation for classes during 10 months of study prior to writing thesis or taking final exams.

3. In case of five-day working week the number of days off change depending on the length of working shift and the number of hours off remain unchanged.

4. Employees attending part-time courses at secondary vocational, special education and higher education institutions are entitled to benefits on coverage of transport cost to and from the educational institutions in accordance with the procedures as defined by the Tajik legislation.

## **CHAPTER 9. EMPLOYMENT**

### **Article 128. Public Employment Guarantees**

The State guarantees on employment to citizens:

- Protection from all types of discrimination and equal opportunities for obtaining specialty and job;

- professional training, re-training, professional development of unemployed individuals, employees and individuals from poor families in caring after children under the age of three, as well as arranging public activities for unemployed people;

- professional training, re-training, professional development, arranging public activities for employees with part-time system of working time given the change of industry in Organization, as well as in case of re-establishment and/or reduction of workload by the Employer;

- Promotion of small and medium enterprise development;

- arranging of mediation in labor and employment;

- providing professional and orientation services and information on available vacancies;

- leading the professional education system for training of specialists according to the labor market requirements;

- developing and implementing activities on revealing and legalization of labor relations;

- defining the obligation of investor on professional training, creation of new jobs and holding the existing available jobs in investment agreements;

- ensuring environment for development of in-job professional training, re-training, professional development;

- ensuring mutual cooperation between the authorized agencies and employers on employment issues;

- ensuring environment for employment of individuals as defined by the Tajik legislation.

### **Article 129. Citizens' Rights to Employment**

Citizens have the right to:

- Freely select the type of activities and specialty through direct application to the Employer, as well as through mediation of authorized public entities on labor and employment;

- independently seek for job and employment, including overseas;

- consult with and obtain information from authorized public entities on labor and employment;

- participate in public activities.

### **Article 130. The Employer's Rights and Obligations During Employment**

1. The Employer has the right to:

- ensure selection of personnel;

- obtain accurate, comprehensive and urgent information on the labor market situation and possibilities of professional training from authorized public entities on labor and employment.

2. The Employer is obliged to provide information on the following issues to authorized public entities on labor and employment:

- dismissal of employees due to liquidation of legal entity or termination of operation of individual entity, reduction of the job units and quantity, as well as the number and group of employees, who can be affected by this redundancy, by outlining the position (post), occupation, specialty, grade and size of the salary of staff to be dismissed and the period, during which the staff is released, but not later than two months prior to dismissal;

- the change of employment conditions, transfer of employees to part-time working system due to the change in organization's production, including during the re-establishment and (or) reduction of workscope not later than one month prior to occurrence of these circumstances;

- available vacancies (vacant positions) within three working days before they become available;

- recruiting or not recruiting citizens (by outlining the reasons through relevant notes in letter of reference) within five days from the date of their submission through authorized entities.

### **Article 131. Mediation in Labor Relations**

Mediation in labor relations is exercised in the following ways by authorized public entities on labor and employment:

- informing citizens on job possibilities and employers on labor force supply;

- assisting citizens in job selection;

- Issuing to citizens letter of reference for employment and submitting such a letter to employers for vacant job place;

- Creating database on labor market;

- registering citizens' application;

- rendering professional orientation services;

- Mutual cooperation with employers on contract-based employment.

## **CHAPTER 10. LABOUR NORMING**

### **Article 132. Labor Norms (standards)**

1. It is possible to apply higher and general norms of labor in the context of collective form of labor arrangement and payment of remuneration.

2. It is possible to determine standardized duties in case of time-based salary payment to a selected group of employees. The Employer can define the standards of service and the number of employees for implementation of individual duties and workscope.

### **Article 133. Public Guarantees for Arrangement of Performance Standards**

Public guarantees for arrangement of performance standards include:

- ensuring development of sample technically grounded standards on labor by public entities;

- supervising employers in development, introduction and revision of labor standards.

### **Article 134. Defining, Changing and Revising Labor Standards**

1. The labor standards are defined, changed and revised by the Employer with participation of employee representatives.

2. The employees shall be informed about the defining, changing and revising of labor standards not later than one month prior to them.

### **Article 135. Requirements for Labor Standards Development**

The following requirements shall be ensured during the labor standards development:

- Labor standards quality, their proper harmonization with the needed labor spending;

- defining standards for the same scope of work to be implemented in the same administrative and technical conditions;

- Improvement of labor standards based on research and technical achievements;

- Standardization of the types of work, for which it is necessary and reasonable to define labor standards;
- Technical (research-based) validity of labor standards.

### **Article 136. Specifics of Labor Standards Regulations**

The authorized public entity on labor and employment shall define the procedure of proposing, discussion and negotiation of the labor standards for service (goods and works) in organization regardless of its legal form, through which public regulations of tariffs (price, amount of payments) are introduced.

### **Article 137. Defining Performance-based Salary Tariff**

1. Performance-based salary tariff is defined depending on the determined job grade, tariff norms (salary) and performance standards (time standards).
2. The performance-based salary tariff is calculated by dividing the hourly (daily) tariff norms to the grade of performed work appropriate to hourly (daily) performance norms or by multiplying hourly daily tariff rate to the grade of performed works appropriate to determined time norm in hours or day.

### **Article 138. Ensuring Favorable Environment for Labor Standards Enforcement**

1. The Employer is obliged to ensure favorable environment for employees to fulfill labor standards.
2. Favorable environment is comprised of:
  - ensuring work order and scope;
  - proper operation of machine tools, equipment and other tools;
  - making sure technical documents are in place in a timely manner;
  - Appropriate quality of materials and tools needed for implementation of work and ensuring their timely supply;
  - ensuring timely supply of production with electricity, gas and other fuels;
  - safe and suitable labor condition (compliance with technical safety, rules and regulations, supply of personal protection uniforms, necessary light, heating, ventilation, elimination of the consequences of hazardous noise, radiation, vibration and other factors negatively affecting human health).

## **CHAPTER 11. SALARY**

### **Article 139. Deterring the size of employee's salary**

1. The Employee's salary is determined based on the amount and quality of performed work. The labor spending measurements (norms of processing, norms of time, norms of services), which are determined by the employee representatives based on the minimum salary rate, tariff norms and grade ratio according to the level of technical, technological and industrial achievements in case of ensuring favorable working environment for employees.
2. Salary size shall be determined in mutual agreement between the Employer and Employee. The salary cannot be less than the minimum rate determined by the Government and shall not be limited by any maximum rate.
3. The salary payment system, tariff scale, salaries and other types of remuneration are determined by:
  - for employees of budget funded organizations – legislative documents and other legal and regulatory documents of the Republic of Tajikistan;
  - for employees of organizations funded by mixed sources (partially by budget and by entrepreneurship) - legislative documents and other legal and regulatory documents of the Republic of Tajikistan, as well as labor contract, collective agreements and contracts and Organization's internal (local) regulations;
  - for employees of other organizations - labor contract, collective agreements and contracts and organization's internal (local) regulations.

4. The Employer has the right to determine various systems of reward, monetary encouragement and additional payments in mutual agreement with employee representatives.

#### **Article 140. Salary Payment Guarantee**

1. The Employer is obliged to pay salary to the Employee for his/her work regardless of its financial situation.

2. Discrimination in salary payment shall be prohibited. The Employer is obliged to pay to the Employee salary proportionate to performed work. It is prohibited to change the salary payment terms and conditions to the detriment of the Employee.

3. The salary size determined by the parties to labor contract cannot be less than the minimum salary rate.

#### **Article 141. State Guarantee for Payment of Employees' Salary**

1. System of state guarantee for payment of employees' salary includes:

1) Tariff system comprised of:

- Tariff norms (salary);

- Tariff scale;

- Tariff ratios;

- Minimum salary rate in Tajikistan;

- the size of first category tariff norms of the Single Tariff Scale for employees of budget funded organizations in the Republic of Tajikistan;

- National salary tariffs scale – hourly and monthly tariff norms (salaries) that determine the level of salary for specific groups of professional employees with grades in budget funded organizations benefiting from public subsidies;

- the amount of salary increase for the work in irregular conditions, including night shift work, work on weekends and holidays, extra hours of work in locations with unfavorable natural and climatic conditions, work in hazardous and severe conditions;

- Activities to maintain the real level of salary supply based on the Tajik legislation;

- restricting deducting salary size, including the amount of income tax;

- Public control of full-fledged payment of salary and application of public guarantees on wage size;

- Employer's responsibility for violation of the salary related terms of labor contract, and collective agreements and contracts.

2. Complexity of work performance shall be determined based on its classification. Work classification and granting tariff grades to employees is exercised according to the Single Tariff and specialty sheet and Single Specialty Sheet for civil managers, specialists and servants approved by the Government of Tajikistan.

3. State guarantee on salary payment is applicable towards employees in labor relations with employers.

#### **Article 142. Salary Elements**

1. Salary is comprised of fixed (permanent) and variable elements.

2. The salary's fixed element is comprised of hourly or monthly (salary) tariff norms.

3. The salary's variable element depends on performance outcomes and includes various additional benefits, rewards, compensations (for the specialty grade, length of experience, annual performance outcome, scientific degree and so on) and rewards (for high quality performance, for production of products over the norms).

#### **Article 143. Minimum Salary Size**

1. The President of the Republic of Tajikistan shall determine the minimum salary size.

2. The minimum salary size shall be the ground (basis) to determine the level of public salary tariffs in the Republic of Tajikistan.

3. The minimum salary size shall not include the supplements, extra payments, incentives, social payments, as well as the overtime payments.

4. In the districts and areas, where the district ratio, ratio of work in deserts, patched areas and high mountainous areas are applied, the minimum salary rate is defined with the application of those ratios and extra payments.

5. The labor contract, collective agreements and contracts may envisage higher amount of minimum salary rate, except the budget-funded organizations benefiting from public subsidies.

#### **Article 144. Salary Indexation**

Increase in salary includes the salary indexation, which is conducted by the Employer in accordance with the procedures as defined in the labor contract, collective agreements and contracts or Employer documents, taking into account the level of inflation in the relevant period, and the existing legal and regulatory documents of the Republic of Tajikistan.

#### **Article 145. District Ratios and Salary Supplement**

1. Ratios and supplements to salary are applied in the districts and areas with unfavorable natural, climatic and social conditions.

2. The Government of the Republic of Tajikistan determines the list of areas, where these ratios and supplements are applied, as well as their size and procedure of payment.

#### **Article 146. Public Salary Tariffs**

1. Public salary tariffs in the Republic of Tajikistan are comprised of hourly or monthly norms and salary according to the position (post), which determines the minimum salary of specific group of employees with professional specialty category in budget-funded organizations.

2. Other employers shall apply the determined tariffs for differentiation of employees' salary as the minimum salary guarantee.

3. Public salary tariffs shall be determined on the basis of the minimum salary according to tariff ratios of the Single Tariff Table of the Republic of Tajikistan and tariffs for the first category salary by the Government of Tajikistan with participation of Trade Unions and other employees representatives for differentiation of minimum salary of employees in selected occupational and specialty groups.

4. The public salary tariffs as well as the norms of hourly and daily salary, and other tariffs calculated by taking into account these norms, shall not be decreased and they shall be deemed to be the ground for determination of specific salary size in labor contract, collective agreements and contracts, as well as the relevant expenditure estimates for maintenance of budget-funded organizations.

5. Public salary tariffs change in case of increase in the minimum salary.

#### **Article 147. Procedure of Employee Salary Payment**

1. The employees' salary is paid based on hourly and (or) monthly tariff norms (salaries) as defined in labor contract, collective agreements and contracts and the President of the Republic of Tajikistan or the Government of Tajikistan determines them for the budget-funded organization.

2. The specific tariff grade (position) classification of performed works in the specific tariff grade and granting relevant specialty grade to employees is ensured according to the procedures defined according to the single tariff and specialty sheet, single specialty sheet for managers, specialists and civil servants and other specialty sheets approved in accordance with the procedures in place.

3. Employees implementing their labor norms are granted relatively high specialty grade on a priority basis.

4. If the Employee successfully performed works of higher specialty grade not less than three months a year, s/he has the right to request the Employer to grant him higher specialty degree in accordance with the procedures in place.

#### **Article 148. Remuneration in Special Cases**

High remuneration shall be defined for heavy works, works in hazardous and especially hazardous conditions in accordance with the procedures defined by the Government of Tajikistan or authorized

public entity on labor and employment, as well as the labor contract, and collective agreements and contracts.

#### **Article 149. Types, System and Size of Remuneration**

1. Types, system and size of remuneration of employees, including incentives and compensations, shall be determined by the Employer on the basis of the labor contract, and collective agreements and contracts.

2. The Tajik legislation shall determine the types and system of remuneration of civil servants and individuals with equal status.

3. Types and system of remuneration of employees of other budget-funded organizations shall be determined by the Employer and the size of their remuneration by the President or the Government of the Republic of Tajikistan accordingly.

4. Remuneration size differentiation is conducted depending on the complexity and heaviness of work, the conditions it is fulfilled and professional rate of employees.

#### **Article 150. Changing Terms of Remuneration**

1. Terms of remuneration are changed in accordance with the same procedures they were determined by.

2. It shall not be allowed to change the terms of remuneration, which would be unfavorable for the Employee, without his/her consent, unless the changes in industrial technology and labor arrangement allow holding the previous terms of remuneration.

3. The Employee shall be informed about the changes in terms of remuneration not later than two months in advance.

#### **Article 151. Remuneration for Performance of Different Qualification Level Works**

1. The remuneration of hourly based employees, as well as other employees, is made for the higher qualification level in case of fulfillment of works at different qualification level.

2. The hourly-based employees are paid according to the work price-list.

3. In case the performance-based employees are delegated the works lower their specialty grade, they are paid the difference between the levels.

#### **Article 152. Remuneration for Combining Occupations (positions) and Temporary Performance of Duties of Other Absent Employees**

1. The employees performing additional works on another specialty alongside with their main work approved in their labor contract according to their specialty, grade and position (post) within the working day (working shift), defined by the regulatory documents of the Republic of Tajikistan without being released from their main work are paid supplementary for combining occupations (positions), expansion of their service scope (increased workload) or performing the duties of another employee absent in work.

2. Size of supplementary for combining occupations (positions), expansion of service scope (increased workload) or performing the duties of another employee absent in work shall be defined by the Employer by consent of the Employee and by the Government of Tajikistan for budget-funded organizations accordingly. In such cases the size of supplementary shall not be less than 15% of the combined salary.

#### **Article 153. Remuneration for Temporary Substitution of Employee**

1. In case of substituting an employee in budget-funded organizations, the remuneration for substitutor shall be made equal to the job salary of the substituted Employee in work unit (without adding or increasing).

2. The substitutor shall be encouraged by the term and size of the remuneration determined for the position (post) of the substituted Employee.

3. Terms and procedures of remuneration payment during substitution of another employee in other organizations defined by the Employer shall be envisaged in labor contract, and collective agreements and contracts.

#### **Article 154. Payment for Extra Work, Work on Weekends and Holidays**

1. Every extra hour of work beyond the regular working hours shall be paid as follows:

- for employees with performance-based remuneration – not less than two fold performance-based tariff;

- for employees with time-bound remuneration, including those with position (post)-based salary – not less than two fold hourly based norm (salary).

2. An employee, who worked more than the regular working time, can be granted another day off in mutual agreement with the Employer.

3. Remuneration amounting not less than two fold size envisaged by Article 154.1 is made for working on non-business holidays and weekends. In this case, the employees working according to monthly working time norms for monthly salary, are paid the remuneration in addition to their monthly salary amounting not less than one fold hourly or daily rate, and if the performed works make more than their monthly norms, they are paid remunerations amounting not less than two fold hourly or daily rate in addition to their monthly salary.

4. Reward for work beyond the regular working hour on non-business, holidays and weekends is calculated according to the one-fold remuneration of performance-based working time tariff or according to the one-fold tariff rates.

5. The labor contract, collective agreements and contracts may determine other amounts of remuneration for the work beyond the determined regular working hours, but not less than the size of remuneration envisaged by Article 154.1, 154.3 and 154.4.

#### **Article 155. Remuneration of Employees With Two (Multiple) Jobs**

1. Remuneration of employees with two (multiple) jobs shall be paid proportionate to the worked out time according to the performance outcome or other terms envisaged in the labor contract.

2. The remuneration shall be made for the final outcome of the real performed work while determining the normative instructions for employees with two (multiple) jobs with time-bound remuneration.

3. The remuneration of employees with two (multiple) jobs in districts, where district ratios and supplements are applied, is made based on those ratios and supplementaries.

#### **Article 156. Remuneration for Night Time Work**

1. Remuneration for every hour of night work shall be equal to not less than one and a half times of determined norms.

2. Increased payment for night work shall not be a part of tariff rate (service salary).

3. The specific size of payment shall be determined in collective agreements and contracts or by the Employer based on preliminary consultation with employee representatives in case labor contract in not in place.

#### **Article 157. Remuneration for non-fulfillment of Processing Standards, Production of Defect Products, Operation Suspension as well as Development of New Industry (Products)**

1. The Employee is paid his/her average monthly remuneration in case of non-fulfillment of processing standards, production of defect products and suspension of operation, which occurred not due to the fault of Employee.

2. The remuneration is made for the real amount of works performed in case of non-fulfillment of processing standards by the fault of Employee.

3. Remuneration is not paid for completely defect product and suspension of operation due to the fault of Employee. For the partial defect due to the fault of Employee, remuneration is made by lower rate, depending on the level of defect to be identified by the Employer in mutual agreement with employee representatives.

4. Defect in product due to the existence of invisible defect in the processed products, as well as the defect occurred not by the fault of the Employee and revealed after the product acceptance by the technical control entity, the product shall be considered as an acceptable product.
5. Employees' remuneration size during the period of new industry (products) development shall be determined in the labor contract, and collective agreements and contracts.

#### **Article 158. Remuneration Payment Timeline**

1. The remuneration payment timeline shall be determined in the labor contract, collective agreements and contracts and other internal (local) regulatory documents, but it cannot be less than one time in every two weeks.
2. In case the pay day falls into weekends or non-business holidays, remuneration is paid before (on the eve of) these days.
3. In case of employee dismissal, all of his/her remuneration is paid on his/her last working day.
4. Remuneration not received by the Employee by the time of his/her death, shall be paid to his/her family members or the person, who committed to cover the Employee's funeral costs.
5. In case of delay in remuneration payment due to the fault of Employer, the latter is obliged to pay additional fee for every day of delay according to the bank interest rate applied on the day of payment at the duty station.
6. The Employer shall be liable for not paying the remuneration in time in accordance with the Tajik legislation.

#### **Article 159. Types of Remuneration**

1. The remuneration is paid in the national currency of the Republic of Tajikistan.
2. The Employee's remuneration can be partially paid in kind (mixed type of payment), but it cannot make more than 20% of the total amount of the Employee's monthly remuneration.
3. In-kind payment instead of monetary payment shall be equivalent to the monetary value of remuneration, suitable for personal consumption and useful for the Employee and his/her family members.
4. It is not allowed to make in-kind payment in the goods and materials, free-circulation of which is prohibited according to the list approved by the Government of Tajikistan.
5. Remuneration payment in the form of debt securities, letter of undertaking and coupons is prohibited.

#### **Article 160. Remuneration Payment Location**

1. Employee's remuneration is paid directly on his/her duty station (Organization).
2. In case the Employee is implementing the Employer's instruction in another location on the pay day (in the customer's organization, business trip, professional development courses and so on), the Employer shall send the Employee's remuneration to the relevant location at its own expense at the request of the Employee or pay the Employee's remuneration to his/her authorized representative.
3. Remuneration is transferred fully or partially to the Employee's bank account at his/her request.
4. It is possible to pay remuneration through bank cards. The Employee shall not be charged any fee for such services.

#### **Article 161. Remuneration Funding Source**

The remuneration funding source for employees working for self-funding organizations shall be a part of the Organization's operational income and for those working for budget-funding organizations shall be the funds allocated from relevant budget.

#### **Article 162. Remuneration Reserve Fund**

1. The Employer is obliged to establish remuneration reserve fund to ensure the payment of remuneration calculated for employee as well as payment of guaranteed allowances and compensations envisaged in accordance with the Tajik legislation, labor contract, collective agreement and contracts, in



case of the Employer's bankruptcy, liquidation of organization, termination of individual entrepreneur's operation and other cases envisaged by the Tajik legislation.

2. The Government of Tajikistan determines the size of remuneration reserve fund, principles and the procedure of its use.

### **Article 163. Deduction from Remuneration**

1. Deduction from remuneration shall be made only in the cases envisaged by the Tajik legislation.

2. Deduction from the Employee's remuneration for payment of his/her loans (debts) before the Employer according to the Employer's order shall be made in the following cases:

- to re-pay advanced payment made to the Employee as a part of his/her remuneration;
- to re-pay the amount paid as a result of incorrect calculation;
- to reimburse the unused advance payment, which is not paid back in a timely manner, made for business trip, for transfer to another job, another location and administrative needs, if the Employee disagrees with the grounding and amount of deduction. In such cases the Employer has the right to issue instruction on deduction of funds within not less than one month prior to the last day of the deadline determined for re-payment of advance, reimbursement of loans and/or the day of wrong transfer of funds;

- for the leave days, for which the Employee has not worked yet in case the Employee is dismissed by the end of working year, within which s/he has already taken annual leave. If the Employee is dismissed for the reasons envisaged in paragraphs 1, 2 and 5 of Article 42.1 and paragraph 1 of Article 48 of this Code, as well as in case of sending the Employee to study or the Employee's retirement and in cases the Employer does not have funds calculated for payment to the Employee in case of his/her dismissal, funds for these days shall not be deducted from his/her remuneration;

- to reimburse the damage caused by the Employee to the Employer amounting not more than the Employee's average monthly salary (Article 189 of this Code).

3. The remuneration paid excessively by the Employer to the Employee, including in case of misuse of the Tajik legislation, except the cases of wrong calculation, which is not charged back from the Employee.

4. The Employer is obliged to deduct disbursements from the Employee's remuneration through non-cash settlement based on the Employee's application in writing.

5. The overall amount to be deducted from the Employee's remuneration and other incomes cannot be more than 20% of the Employee's salary and cannot exceed 50% of it in cases envisaged by the Tajik legislation.

6. Not less than 50% of the Employee's salary envisaged for payment should be retained in case of deduction from salary within several documents for execution.

7. The restrictions defined in Article 163.5 and 163.6 shall not be applied for deduction of amount from salary for correctional activities execution and alimony payment, reimbursement of the damage caused to health, reimbursement of the damage to individuals as a result of the death of the breadwinner and reimbursement of the damage caused as a result of crime. The amount of deduction cannot be more than 70% of the Employee's salary in these cases.

8. It is not allowed to deduct funds from ad-hoc aid payment, compensations and other payments, deduction from which is prohibited by the Tajik legislation.

## **CHAPTER 12. GUARANTEES AND COMPENSATIONS**

### **Article 164. Guarantees in Case of Fulfillment of State and Public Duties**

The Employer is obliged to release the Employee from his/her job and hold his/her job (position) and average salary during the implementation of state and public duties envisaged by the Tajik legislation.

### **Article 165. Guarantees to Employees Dismissed**

### **due to Conscription for Fixed-term Military Service**

The employees' released from work due to their conscription for fixed-term military service (paragraph 1 of Article 48 of this Code), shall be re-instated in their previous job or provided another job of similar value after the end of their service term according to the Tajik legislation.

### **Article 166. Guarantees in Case of Fulfillment of Duties for the Interests of Organization's Staff**

The terms of release of employees for fulfillment of duties for the interest of the entire staff of Organization, as well as the size of guarantee payments in this period shall be defined by collective agreements and contracts or by the Employer in mutual agreement with employee representatives.

### **Article 167. Guarantee in Case of Employee Transfer to Another Permanent Low-paid Job**

1. In case the Employee is transferred to another permanent low-paid job in the same Organization, his/her previous salary shall be retained during the two months from the day of transfer.

2. In case the Employee is transferred to another job based on doctor's medical opinion due to employment injury, occupational disease or another job-related accident that affected his/her health, the Employee's previous salary shall be retained during the entire period of employment or until the level of his/her disability is determined.

### **Article 168. Guarantee for Employee Sent to Medical Facility for Diagnosis**

1. The Employee's monthly salary in his/her employment organization shall be held during the period of stay in a medical facility for diagnosis.

2. The Employee's monthly salary shall be held during the entire period of his/her examination in occupational disease centers.

### **Article 169. Guarantee and Privileges for Employees to be Dismissed (subject to dismissal)**

1. The employees dismissed due to the reduction of job units or change of labor conditions in Organization are entitled to the following guarantees:

- redundancy payment amounting not less than the average monthly salary;
- holding average monthly salary during the period of job search within the second and third month of dismissal by the decision of authorized public entity on labor and employment, if the Employee applied to such an entity in a timely manner within ten days after dismissal and was not employed;

- Right to retirement one year prior to the retirement age defined by the Tajik legislation for the individuals, who have sufficient length of experience and are qualified for age-based retirement.

2. The individuals, who lost their working abilities due to the job-related accident or occupational disease, have equal status with dismissed individuals.

3. The legal and regulatory documents of the Republic of Tajikistan may determine longer period of holding average monthly salary for the dismissed employees during the period of their job search.

### **Article 170. Guarantees for Managers and Staff Engaged in Overall Management**

In case of termination of labor contract with the manager and other staff engaged in overall management, the new owner is obliged to pay every employee compensation amounting not less than the six months salary due to the change of owner.

### **Article 171. Guarantees for Selected Group of Employees**

The selected group of employees: donors, inventors, innovators, those attending professional development courses and other employees are granted guarantees in accordance with the procedures defined by the Tajik legislation.

### **Article 172. Average Monthly Salary Calculation Procedure**

The Government of the Republic of Tajikistan shall determine the average monthly salary calculation procedure in all cases (guarantee payment in case of fulfillment of state or public duties, annual leave payment, payment for the period of transfer to another job in case of damage compensation), except the average monthly salary in case of pension appointment.

#### **Article 173. Compensation for Job-related Expenditures**

Extra expenditures made by the Employee during the fulfillment of job-related duties shall be reimbursed by the Employer according to the terms and procedures defined by the regulatory documents of the Republic of Tajikistan.

#### **Article 174. Business Trip**

1. The Employee is seconded to business trip to another location out of his/her permanent duty station for implementation of job-related duties for a selected period.

2. The trip of an employee with a job with regular travels or mobile job, as well as with a job in a populated area, where the Employer is located, shall not be considered as a business trip.

#### **Article 175. Documentation and System of Working Time and Rest Time during Business Trip**

1. Business trip is documented by a document issued by the Employer and issuance of a business trip sheet in adopted template.

2. The system of working time and rest time practiced in the business trip location shall be applied during the business trip.

#### **Article 176. Business Trip Period**

1. The real period of business trip is determined based on the records in the business trip certificate outlining the date of arrival to and departure from business trip location.

2. The Employee can be seconded to business trip for the period of more than thirty days only by his/her consent.

3. The day of departure for business trip, day of start and the day of return – arrival to permanent duty station shall be counted as business trip day. In case of departure before 12am on the day of departure shall be included into that relevant day and departure after 12am shall be included to the next day.

#### **Article 177. Guarantee and Reimbursement During Business Trip**

1. The following expenditures are reimbursed during the business trip:

- cost of living outside the permanent residence area (daily);
- travel cost;
- accommodation cost;
- other expenditures made by the Employee by the consent of the Employer.

2. The Government of Tajikistan shall determine the procedure and the size of reimbursement of business trip expenditures in budget-funded organizations.

3. The size of reimbursement of business trip expenditures in other organizations shall be determined in mutual agreement between the Employer and the Employee and shall not be less than the amount defined by the Government of Tajikistan.

4. The job (position) and salary of employees seconded to business trip shall be held during the entire period of their business trip.

#### **Article 178. Reimbursement for Mobile Works**

1. Employees engaged in construction, energy generation, oil and gas processing and production, communication, forest and water management, road and railway transportation, search activities, geological, topographical and geodesy exploration, scientific expeditions, as well as oil and gas transportation, regular work on travel, work outside the permanent residence area and other mobile and shift-based works are granted supplementary allowance.

2. The Government of Tajikistan shall determine the conditions, procedure and size of supplementary allowances for the works envisaged in Article 178.1.

#### **Article 179. Reimbursement of Employee's Expenditures in Case of his/her Recruitment, Transfer and Secondment to Another Location**

1. The employees and individuals, who after graduation are transferred to another location for job or employed through a reference letter from another duty station, employed through organized recruitment or preliminary negotiation by signing a contract or request, shall be entitled to the following reimbursement:

- The cost of transportation of employee and individuals after graduation and their family members (accompanying dependent spouses, children and parents of spouses) in the same conditions, on which the employee is seconded to business trip;

- the transportation cost of freight amounting 500kg for the employee and graduates and 150kg for every accompanying family member according to the agreement (the cost of transportation for freight with more weight can be also covered based on the agreement between the parties) through road or railway transportation (common use);

- daily subsistence allowance for every day of trip in the amount envisaged for business trip;

- one time allowance for the employee, graduate in the amount of monthly tariff-based salary on the new duty station and quarter of the allowance of employee and graduate for every family member.

2. Employees and graduates are paid according to the tariff-based salary scale on the new duty station for the days of departure and resettlement in the new residence area, as well as for the days on travel, but for not more than six days.

3. The Employee is paid advance payment in case it is impossible to determine in advance the amount of reimbursement calculated for Employee.

4. The cost of transportation of family members and their belongings, as well as one time allowance to them is calculated in case they arrive in the Employee's new residence area within one year from the real date of allocation of dwelling.

#### **Article 180. Reimbursement for Transfer to another Duty Station Based on Preliminary Agreement**

1. The Employee is granted reimbursement in case of his/her transfer to another duty station based on preliminary agreement with the Employer in accordance with the provisions of Article 179 of this Code, except the one-time allowance, which is paid only based on the agreement between the parties.

2. In case, the Employee is transferred to another duty station for the period of less than one year and his/her family members do not accompany him/her, the Employee shall be paid temporary living costs in the new duty station in mutual agreement between the parties and the amount of reimbursement shall not be more than half of the daily subsistence allowance.

3. The specific size of reimbursement shall be determined in mutual agreement between the parties and it cannot be less than the size determined for the employees of budget-funded organizations.

#### **Article 181. Re-payment of Reimbursement in Case of Transfer to Another Duty Station**

1. The reimbursement envisaged in Articles 179 and 180 of this Code is targeted and the Employer, to whose duty station the Employee is transferred, shall commit to pay them.

2. The reimbursement paid by the Employer for transfer of the Employee to another duty station shall be fully paid back, if the Employee:

- does not come to work or does not start it with no grounded reason;

- is dismissed at his/her personal request due to the guilt s/he committed before the end of employment period as envisaged by the Tajik legislation and the labor contract or the terms of transfer, referral or recruitment, and in case there is no specific employment period – before the completion of the first year of employment, which served as a basis for labor contract termination in accordance with this Code and other legal and regulatory documents of the Republic of Tajikistan.

3. The Employee is obliged to pay back the amount of reimbursement in case of not coming to work or rejecting working based on grounded reasons except the travel costs.

**Article 182. Reimbursement of Expenditures for the Use of Employee's Personal Property**

1. If the Employee's personal property is used for the interest of Organization by the permission of the Employer, its use and deterioration shall be reimbursed.

2. The size of reimbursement is determined in mutual agreement between the Employer and the Employee.

**CHAPTER 13. PECUNIARY LIABILITY OF PARTIES TO LABOR CONTRACT**

**Article 183. Pecuniary Liability of Parties to Labor Contract  
in Case of Reimbursement for Caused Damage**

1. The Party to labor contract, who caused damage to the other Party, shall reimburse this damage in accordance with this Code and legal and regulatory documents of the Republic of Tajikistan.

2. The labor contract, collective agreements and contracts may determine pecuniary liability of the Employer and the Employee.

3. The labor contract termination after the cause of damage shall not release a Party to the labor contract from pecuniary liability for the reimbursement of the damage caused to the other Party.

**Article 184. Causes of Pecuniary Liability  
of Parties to Labor Contract in case of Causing Damage**

1. Pecuniary liability of a Party to labor contract in case of damage to the other Party shall occur as a result of illegal guilty action (action, inaction), unless this Code and other legal and regulatory documents of the Republic of Tajikistan envisage other procedures.

2. The Employer shall have pecuniary liability before the Employee for:

- the damage caused to the Employee as a result of his/her illegal deprivation of employment opportunities;

- the damage caused to the Employee's property;

- the damage caused to the Employee's health and life.

3. The Employee shall have pecuniary liability before the Employer for:

- the damage caused due to the loss or deterioration of the Employer's property;

- the damage caused to the Employer as a result of the Employee's action (inaction).

4. The Employer and the Employee have equal pecuniary liability in other cases defined by the labor contract, and collective agreements and contracts.

**Article 185. Employer's Pecuniary Liability for Damage Caused to Employee as a result of  
His/her Illegal Deprivation of Employment Opportunities**

1. The Employer is obliged to compensate the Employee's unpaid salary and other allowances in cases of illegal transfer to another job, debar from workplace, unilateral amendment of labor contract terms, suspension from work or groundless termination of labor contract.

2. The labor contract, collective agreements and contracts, Employer documents agreed upon with employee representatives may determine other cases of damage compensation by the Employer to the Employee as a result of illegal deprivation of job opportunities.

**Article 186. Employer's Pecuniary Liability for Damage Caused to Employee's Property**

The Employer is obliged to fully compensate the damage caused to the Employee's property in accordance with to the terms of labor contract, and collective agreements and contracts.

**Article 187. Employer's Pecuniary Liability  
for Damage Caused to Employee's Health and Life**

1. The Employer is obliged to redress the damage caused to the Employee's life and health during the fulfillment of his/her employment duties in full amount as defined by the public (civil) legislation of Tajikistan.

2. The damage defined in Article 187.1 shall be fully redressed to the Employee in case no insurance contribution is made. In case the insurance contribution is made, the Employer is obliged to redress to Employee the difference between the insurance amount and the real damage caused.

3. The procedure of redress by the Employer for the damage caused to the Employee's health and life shall be defined by the Tajik legislation.

#### **Article 188. Employee's Pecuniary Liability for Damage Caused to Employer**

1. The circumstances and the size of the Employee's pecuniary liability for damage caused to the Employer shall be defined by this Code and the legal and regulatory documents of the Republic of Tajikistan.

2. The Employee is obliged to redress the real damage directly caused to the Employer.

3. The Employee shall be released from pecuniary liability for the damage caused to the Employer, if the damage was caused due to formidable obstacles or urgent need, and also as a result of not ensuring necessary environment for protection of the property at the Employee's disposal.

4. The Employee shall not be made liable for the damage related to regular (usual) industrial and economic risk.

5. The Employer is obliged to ensure necessary environment for the maintenance of the property entrusted to the Employee.

6. Real decrease (deterioration) of the Employer's liquid (available) assets (including the third party's assets under the control of the Employer, if the Employer has undertaken commitment for these assets), as well as the need for making additional expenditures or spending for purchase or rehabilitation of the property or redress of the damage caused by the Employee to the third party, shall be deemed to be real direct damage.

#### **Article 189. Scope of Employee's Pecuniary Liabilities**

The Employee shall have pecuniary liability for the caused damage only within the scope of his/her average monthly salary, except the cases envisaged by this Code.

#### **Article 190. Circumstances of Employee's Full Pecuniary Liability for Causing Damage to Employer**

1. The Employee shall have full pecuniary liability for the damage caused to the Employer in the following cases:

- failure to protect the property and other assets entrusted to the Employee on the basis of written contract on full pecuniary liabilities;

- failure to protect the property and other assets entrusted to the Employee on the basis of ad-hoc documents accepted by the Employee for care after the property;

- causing damage in state of drunkenness as a result of use of alcohol, drugs, psychotropic and other substances;

- misuse, intentional destruction or deterioration of materials, semi-finished products and goods, including during their preparation, as well as the tools, uniforms and other materials given to Employee for use;

- causing damage by the Employee through illegal actions as defined by the Tajik legislation;

- causing damage as a result of non-fulfillment of labor duties;

- intentional disclosure of official and commercial secrets, if the Tajik legislation and the labor contract envisaged the clauses of their non-disclosure;

- in case the Employee has full liability for the damage caused during the fulfillment of his/her duties in accordance with the Tajik legislation.

2. The Employee's full pecuniary liability for the damage caused during the fulfillment of employment duties shall be defined in the labor contract signed with the head of organization, his/her deputies and chief accountant.

3. The Employee shall have pecuniary liability if the damage is caused by his/her fault.

#### **Article 191. Collective Pecuniary Liability for Causing Damage**

1. When the staff collectively implements individual types of work on maintenance (storage), processing, sale (transfer), delivery, acceptance and other type of the use of assets, it is possible to apply collective pecuniary liability mechanism in case it is impossible to determine the liability of each employee if a contract on full redress of damage is signed with them.

2. The Employer and all staff members shall enter into a written contract on collective pecuniary liability.

3. In case of voluntary redress of damage every staff members' level of guilt shall be determined at the consent of all staff members and the Employer.

4. In case the damage is charged by the court, the court shall define the staff members' level of guilt.

#### **Article 192. Determining Damage Size**

1. The size of damage caused to the Employer shall be determined based on the real loss on the basis of accounting calculation information.

2. In case of cash shortage, intentional destruction or deterioration of goods, and semi-finish products (commodities), including during their preparation, as well as tools, uniforms and other items given to the Employee for use, which are a part of the main assets, the size of damage shall be calculated according to the market prices in the area on the day the damage was caused (but not less than the balance price) taking into account the goods' deterioration level.

3. In other cases the size of damage shall be determined by the market price in the relevant site on the day the damage was caused.

4. The special procedures of determining the damage caused to the Employer due to cash shortage, intentional destruction or deterioration of goods, and semi-finish products (commodities), including during their preparation, as well as tools, uniforms and other items given to the Employee for use, shall be determined by applying karats to them and in case the real size of damage exceeds its original size it shall be determined by the Government of Tajikistan.

#### **Article 193. The Employer's Obligation in Identifying Damage Size and Its Causes**

1. The Employer is obliged to conduct investigation to identify the size and causes of damage before making decision on the reimbursement of the damage by the Employee.

2. The Employer has the right to establish a commission comprised of relevant specialists for such investigations (inspections).

3. It shall be mandatory to request the Employee to provide written pleadings to identify the cause of damage.

4. The Employer has the right to participate in investigation (inspection) and to get familiar with all investigation documents.

#### **Article 194. Voluntary Reimbursement of Damage by Employee**

1. The Employee, who caused damage to the Employer, can voluntarily reimburse the damage partially or fully.

2. Voluntary reimbursement of damage is made in accordance with the provisions of this Code.

3. Reimbursement of damage can be paid later based on agreement between the Employer and the Employee. In this case the Employee provides written undertaking on damage reimbursement with a specific timeframe.

4. The reimbursement for damage is charged through the court in case the Employee, who provided a written undertaking on voluntary damage reimbursement, does not reimburse the damage due to labor relations expiration.

5. The Employee, by consent of the Employer, can give the Employer property of equal value or restore the deteriorated property to reimburse the damage.

### **Article 195. Damage Reimbursement Charging Procedures**

1. The amount of damage not exceeding the Employee's monthly salary shall be charged by the Employer's order. The order shall be issued not later than two weeks after the damage is revealed.
2. The Employee shall have the right to apply to court in case s/he disagrees with the amount of reimbursement charged.
3. In case the amount of damage to be charged from the Employee exceeds the Employee's average monthly salary or two weeks has passed after the damage was revealed, the Employer shall claim the damage through the court.

### **Article 196. Reimbursement of Damage Caused by Employer to Public Organization**

1. Reimbursement of the damage caused to public organization by the fault of its head shall be charged in accordance with provisions of this Code and other legal and regulatory documents of the Republic of Tajikistan.
2. The entity with the right of owner shall issue a decision on claim of the reimbursement of damage from the head of public organization. This entity also has the right to claim the reimbursement of damage from the head of organization through the court.

### **Article 197. Decreasing Size of Damage Reimbursement to be charged from Employee**

1. The size of damage reimbursement to be charged from the Employee can be decreased by taking into account the Tajik legislation provisions.
2. The amount of damage reimbursement to be charged from the Employee shall not be decreased if the damage is caused as a result of intentionally committed crime.

## **CHAPTER 14. INDIVIDUAL LABOR DISPUTE SETTLEMENT**

### **Article 198. Individual Labor Disputes**

Individual labor disputes arise as a result of disagreement between the Employer and the Employee on enforcement of the legal and regulatory documents of the Republic of Tajikistan on labor and employment and their procedures of re-settlement shall be envisaged in labor contract, and collective agreements and contracts.

### **Article 199. Individual Labor Dispute Entity**

1. Reconciliation commissions or courts shall consider individual labor disputes.
2. The reconciliation commissions consider the individual labor disputes on the basis of the labor dispute parties' application.
3. The Parties to labor contract can directly apply to court for individual labor dispute resettlement.

### **Article 200. Establishment of Reconciliation Commission and its Operation**

1. The reconciliation commission comprised of equal number of representatives from the Employee and the Employer shall be established based on parity (equil footing).
2. The number of the commission members, the procedures of its operation and the term of reconciliation commission shall be defined in mutual agreement between the Employee and the Employer at he staff general meeting (conference).
3. . The reconciliation commission members shall be selected out of employees at the staff general meeting. The reconciliation commission members from the Employer side shall be appointed by the document issued by the Employer. The reconciliation commission members shall select their chairman and secretary out of the members at their first administrative meeting through the majority of votes.

### **Article 201. Timeframe for Application to Individual Labor Disputes Entity**

1. The Employee can apply to the individual labor dispute commission within three months after revealing that his/her labor rights were violated or s/he could have been informed about this case.



2. The following timeframes shall be determined for application to court on individual labor disputes:

- for disputes on re-instatement to job – one month as of the day of submission of the copy of Employer’s document on labor contract termination;
- for other labor disputes – three years as of the date when the Employer or the Employee revealed about the violation of his/her rights.

#### **Article 202. Competences of Reconciliation Commissions on Labor Disputes**

1. Reconciliation Commission is the entity for consideration of labor disputes arising in organizations except the disputes for consideration of which this Code and other regulatory documents of the Republic of Tajikistan define other procedures.

2. In case the Employee cannot reach agreement with the Employer through negotiations directly or with the participation of his/her representatives, the labor dispute shall be considered by the Reconciliation Commission.

#### **Article 203. Procedure of Labor Dispute Consideration by Reconciliation Commission**

1. Any application received by the Reconciliation Commission shall be registered by this Commission.

2. The Reconciliation Commission is obliged to consider all labor disputes within seven calendar days from the date of their receipt.

3. The dispute shall be considered in presence of the applicant or his/her authorized representative. Dispute hearing in absence of the Employee or his/her representative shall be allowed only based on the Employees’ application in writing. In case the Employee or his/her representative does not come to the Commission’s meeting, the labor dispute hearing shall be postponed. In case the Employee or his/her representative does not come to the Commission’s meeting for the second time without any grounded reason, the Reconciliation Commission can make a decision on withdrawal of the dispute issue from consideration, which cannot deprive the Employee of his/her right to re-submit the application re-consideration of his/her case within the timeframe as defined by this Code and other legal and regulatory documents of the Republic of Tajikistan.

4. The Reconciliation Commission has the right to invite witnesses and experts to its meetings. The head of organization is obliged to provide necessary documents within the determined timeframe at the Reconciliation Commission’s request.

5. The Reconciliation Commission’s meetings shall be deemed to be valid only in case at least half of the representatives of the Employee and not less than half of the Employer’s representative participate in it.

6. The Reconciliation Commission develops minutes of its meetings to be signed by the Secretary, Chairman of the Commission or his/her Deputy.

#### **Article 204. Procedures of Decision Making by Reconciliation Commission and its Content**

1. The Reconciliation Commission shall make a decision through the majority of votes of the Commission members present in the meeting. The issue shall be reconsidered in case a relevant decision is not made. Secret voting shall be arranged at the request of the applicant or one of the Commission members.

2. The Reconciliation Commission’s decision shall include the following:

- name of organization (entity), full name, position (post), occupation and specialty of the applicant;

- date of application to the Commission and the dispute consideration, and the dispute content;

- full names of the Commission members and other participants of the meetings;

- content and validity of the decision (with reference to legislative documents and other legal and regulatory documents of Tajikistan);

- results of voting.

3. The Employee and the Head of organization shall be provided with a copy of the signed decision within three days after its adoption.

### **Article 205. Execution of Reconciliation Commission's Decision**

1. The Reconciliation Commission's decision shall be executed within the determined timeframe.
2. In case the decision is not executed within the determined timeframe, the Employee or the Employer has the right to settle labor dispute through the court.

### **Article 206. Re-instating Employee by Individual Labor Disputes Entity**

1. In case of labor contract termination without legal grounding or illegal transfer of the Employee to another job, changing his/her duty station (workplace), changing labor conditions or suspending the Employee, the individual labor disputes entity issues a decision on re-instatement, except the cases as defined by Article 206.3.

2. The Employee, who is re-instated in his/her previous job, is paid his/her average monthly salary for the entire period, during which s/he did not work inevitably (was suspended) or the difference of the salary for the lower paid works.

3. The decision of the individual labor disputes entity on reinstatement of the Employee to his/her previous workplace shall be executed immediately. In case the Employer executes the decision on the Employee re-instatement with delay, the individual labor disputes entity issues a decision on the payment of Employee's average monthly salary or the salary difference during the period of delay.

## **SECTION III. REGULATION OF LABOR OF SELECTED GROUP OF EMPLOYEES**

### **CHAPTER 15. REGULATION OF LABOR OF EMPLOYEES UNDER AGE 18**

#### **Article 207. Rights of Employees Under the Age of 18 in Labor Relations**

The employees under the age of 18 have equal rights in labor relations with other employees and they benefit from additional guarantees in labor protection, working time, rest time and other labor conditions as defined by this Code and other legal and regulatory documents of the Republic of Tajikistan.

#### **Article 208. Works Prohibited for Employess Under the Age of 18**

1. It is prohibited to use the labor of employees under the age of 18 in heavy, underground and harmful and hazardous works, as well as the works hazardous to their health and moral development.

2. The Government of Tajikistan determines the list of works prohibited for employees under the age of 18 and the minimum norm of freight allowed for manual lifting and delivery by them.

3. It is prohibited to transfer the employees under the age of 18 from one duty station to another duty station or from one job to another one, where the determined norms are heavy for them to accomplish.

#### **Article 209. Labor Contract Termination at the Request of Parents, Custodian or Authorized Entity**

The parents, custodian or authorized entity has the right to request the labor contract termination in case the continuation of work would be harmful for the health of the employee under the age of 18 or it is associated with any other hazard.

#### **Article 210. Compulsory Medical Examination of Employees under the Age of 18**

Labor contract is signed with the employees under the age of 18 only after they pass compulsory examination. The employees shall pass compulsory medical examination every year until they reach the age of 18 after the pre-employment examination.

#### **Article 211. Working Time Length for Employees under the Age of 18**

Short working time is determined for the employees under the age 18:

- for the employees at the age of 14 – 16 – not more than 24 hours per week;
- for the employees at the age of 16 – 18 – not more than 35 hours per week;

- for attendants of educational institutions, those combining study and work at the age of 14 – 16 - 2.5 hours per day and for those at the age of 16 – 18 – 3.5 per day.

**Article 212. Salary Payment and Norms of Processing for Employees under the Age of 18**

1. The salary of employees under the age of 18 shall be paid by taking into account the reduced working day.

2. Norms of processing for the employees under the age of 18 shall be defined based on the general norms of processing for the employees with reduced working day envisaged by Article 127 of this Code.

3. It is possible to determine lower norms of processing for employees under the age of 18 recruited after the graduation from general education and vocational schools, as well as those with on-job occupational education.

4. The Employer can pay supplementary to the employees under the age of 18 up to the level of the salary of employees with the full working day length.

**Article 213. Labor and Rest Regime of Employees under the Age of 18**

It is prohibited to involve employees under the age of 18 to night work, overtime activities, combined calculation of working time, seconding to business trip and implementation of shift works, as well as recalling from annual paid leave.

**Article 214. Limitations in Pecuniary Liabilities of Employees under the Age of 18**

It is prohibited to sign a contract on full pecuniary liabilities with the employees under the age of 18.

**CHAPTER 16. REGULATION OF LABOR OF WOMEN AND OTHER INDIVIDUALS WITH FAMILY COMMITMENTS**

**Article 215. Limitations in Termination of Labor Contract with Women and Other Individuals with Family Commitments**

1. Termination of labor contract by the initiative of the Employer with a pregnant woman, women and other individuals with family commitments caring after children under the age of three and/or children with disabilities shall not be allowed except the cases envisaged by paragraph 1 of Article 42.1 of this Code, in which case termination of labor contract shall be allowed only after they are employed for sure. The liquidated organization's successor employs these individuals and in case there is no successor, the authorized public entity on labor and employment shall assist them in choosing a suitable job and employment and provide them with allowances as defined by the Tajik legislation. The Employer shall also employ these individuals in case their labor contract is terminated due to its expiration. Their salary shall be held in this period not for more than three months after the labor contract expiration.

2. In case a woman submits doctor's opinion on her pregnancy for more than twelve weeks on the day of expiration of labor contract, the Employer is obliged to extend her contract until the end of her child care leave for the period the child reaches three years old.

**Article 216. Works Prohibited for Use of Women Labor**

1. It is prohibited to use women labor in heavy, underground and hazardous works.

2. The Government of Tajikistan approves the list of works prohibited for the use of women labor and the minimum norms of weight, manual lifting and delivery of which is allowed for women.

**Article 217. Labor and Rest System for Women and Other Individuals with Family Commitment**

1. The Employer does not have the right to engage pregnant women in night work, work on weekends and non-business holidays, overtime work, second to business trip and also recall them from annual paid leave.

2. The Employer does not have the right to engage the following individuals to night, overtime and shift works and also second them to business trip without their written consent:

- women, who have children under the age of 14, as well as other individuals caring after children under the age of 14 without mother;
- employees caring after their ill family members or children with disabilities, if ill family members and children with disabilities need for regular care according to doctor's medical conclusion.

#### **Article 218. Break for Child Feeding**

1. Women with the child under 18 months, and father or any legal representative of child caring after the children under the age of 18 months without mother are entitled to the following child feeding breaks in every three working hours, besides the break for rest and meal, intershift and special breaks:

- for one child – break of not less than 30 minutes each;
- for two or more children - break of not less than one hour each.

2. The child (children) feeding break shall be added to the break for rest and meal based on the application of employees described in Article 218.1 or granted in accrued manner at the beginning or end of working day (shift) by relevant reduction of working time.

3. The child (children) feeding break shall be included into working time and the woman or other legal representatives' average salary shall be held in this period.

#### **Article 219. Appointing Reduced Working Time for Women and Other Individuals with Family Commitments**

The Employer is obliged to appoint reduced working day or week for the pregnant women and other individuals with family commitments caring after a child under the age of 14 or child with disabilities, as well as to employee caring after ill family member based on doctor's medical conclusion.

#### **Article 220. Limitation in Use of Accrued Calculation of Working Time for Pregnant Women**

It is not allowed to apply accrued calculation of working time for pregnant women if the working day (shift) length is more than eight hours.

#### **Article 221. Temporary Transfer of Pregnant Woman and Women with Children under the Age of 18 Months to another Job**

1. The Employer is obliged to transfer pregnant women to another job by holding their average salary based on the doctor's medical opinion and excludes the impact of hazardous and harmful industrial factors.

2. Until the pregnant woman is provided another job excluding unfavorable industrial factors, she is released from her current job by holding her average salary for all the days of transfer period covered by the Employer.

3. The women with children under 18 months are transferred to another job until their children reach 18 months in case the implementation of their work is prohibited for breast-feeding mothers or is not suitable for breast feeding skin.

#### **Article 222. Guarantee for Women and Other Individuals with Family Commitments in Drafting Annual Paid Leave Schedule**

1. Before the leave for pregnancy and delivery, immediately after this leave, or end of child care leave a woman is granted annual paid leave at her request regardless of her length of experience in this particular Organization.

2. Women with two or more children under the age of 14 or children with disabilities, as well as single mothers and other individuals with family commitments, who have children under the age of 14 or children with disabilities, are granted annual leave at their request in summer or in any other season of the year convenient for them.

### **Article 223. Pregnancy and Delivery Leave**

1. Pregnant women are granted 70 calendar days of pre-delivery leave and also 70 calendar days (88 days in case of difficult delivery and 110 days for delivery of twins or more children) of post-delivery leave and are paid allowance from the public social insurance fund based on disability sheet in accordance with the procedures in place.

2. Women are granted full pregnancy and delivery leave regardless of their actual use prior to delivery and employment period in Organization.

### **Article 224. Child Care Leave**

1. Women are granted child care leave at their request after the end of their pre- and post-delivery leave until their children reach 18 months and are paid allowance from the public social insurance fund in this period.

2. Unpaid child care leave is granted at the request of the following employees until the child reaches three years old:

- at the choice of parents – to child's mother or father;

- to a single parent caring after his/her child;

- grandmother, grandfather or any other legal representative of child caring after the child left without parents;

- to the employee, who undertook custodianship of a new-born baby (adopted).

3. The Employee can benefit from unpaid child care leave at his/her choice until the child reaches three years old based on his/her written application envisaged by Article 224.2.

4. Women and individuals described in Article 224.1 can have reduced working day or work at home during the child care leave and can benefit from the allowance paid from the public social insurance fund.

5. The Employee's position (post) is held during unpaid child care leave until the child reaches three years old.

6. The unpaid childcare leave until the child reaches three years old is included into the general length of experience with no break and according to specialty unless the Tajik legislation envisages any other procedure.

7. The Employee is obliged to inform the Employer one month prior about his/her request to resume work before the end of unpaid child care leave for child under three years old.

### **Article 225. Guarantees for Employment of Pregnant Women and Women with Children**

1. It is prohibited not to employ women or reduce their salary due to pregnancy or because they have children. In case the Employer does not employ pregnant women, women and other individuals with family commitments, who have children under the age of three years old or children with disabilities, the Employee is obliged to inform the applicant about the reasons for rejection to employment in writing. These individuals can apply to court on the Employer's rejection to employment.

2. The Employer is obliged to employ the women referred by authorized public entity on labor and employment through the labour quota.

### **Article 226. Leaves of Employees, Who Adopted or are Custodians of New-born Babies**

The employees, who adopt or become custodian of a new-born baby in accordance with the Tajik legislation, are granted 70 calendar days of leave from the day of child birth for the period of adoption (appointment of custodianship) (110 days in case of adoption of two new-born babies) at their request until their child reaches 6 or 18 months (Article 224 of this Code) and are paid allowance for this period from the public social insurance fund.

### **Article 227. Guarantees and Privileges for Individuals Caring After Children Without Mother**

Guarantees and privileges provided to women with children are applied towards the fathers caring after children without mother (in case the mother dies, is deprived of her maternal rights,

hospitalized for a long time and other cases, when the mother is not able to care after the child) and also to the custodians of minors.

## **CHAPTER 17. REGULATION OF LABOR OF INDIVIDUALS WITH TWO (MULTIPLE) JOBS**

### **Article 228. General Provision for Multiple Jobholding**

1. The main Employer's consent is not requested for having two (multiple) jobs except the cases as defined by the Tajik legislation.

2. The Employee shall provide the Employer with the documents described in paragraphs 2 and 4 of Article 26 of this Code in case of employment according to the procedure of working for two (multiple) jobs. In case of employment for a difficult job or a job with the conditions hazardous for health or harmful employment environment according to the procedure of multiple jobholding, the Employee is obliged to provide information to the Employer about his/her main job nature and conditions.

3. The Government of Tajikistan determines the specifics of working for two (multiple) jobs for selected categories of employees (teachers, doctors and pharmacists, culture and other areas' staff).

### **Article 229. Limitation/restrictions of Working for Two (Multiple) Jobs**

1. It shall not be allowed to work in two managerial positions (post) in accordance with the procedures of working for two (multiple) jobs in the organizations associated with civil/public service, unless the Tajik legislation defines any other procedure.

2. The individuals under the age of 18 and pregnant women shall be prohibited to have two (multiple) jobs. It is also prohibited to work for jobs with hazardous conditions, if the main job also has such conditions.

3. It is prohibited for close relatives described in Article 27.1 of this Code to have two (multiple) jobs together in government organizations associated with civil service.

4. The Government of Tajikistan defines the limitations of having two (multiple) jobs for selected groups of employees, also the procedure of payment of annual leave or compensation for unused annual leave.

### **Article 230. Labor Contract on Working for Two (Multiple) Jobs**

1. The Employee has the right to sign labor contract on working for two (multiple) jobs besides his/her main job within which s/he is already in labor relations with the Employer, except the cases as defined by the Tajik legislation.

2. The labor contract should outline about the Employee's work for two (multiple) jobs.

### **Article 231. Additional Documents Necessary for Signing Labor Contract on Working for Two (multiple) jobs**

The Employee shall provide a certificate on the labor conditions and nature in his/her main job (duty station, position (post), labor conditions) in addition to the documents envisaged by Article 26 of this Code for signing labor contract on working for two (multiple) jobs with another Employer.

### **Article 232. Length of Working Time in Case of Working for Two (Multiple) jobs**

The total length of working time at the main job and the work with two (multiple) jobs shall not exceed more than four hours than the norm of daily working time defined by Article 74 of this Code.

### **Article 233. Annual Paid Leave for Working for Two (multiple) jobs**

1. The employees working in accordance with labor contract on working for two (multiple) jobs are provided annual paid leave at the same time with their main job leave.

2. In case the length of annual paid leave in accordance with the labor contract on working for two (multiple) jobs is less than the length of annual paid leave from the main job, the Employer offers the

difference between the lengths of leaves as unpaid leave at the request of the Employee working for two (multiple) jobs.

**Article 234. Limitations in Signing Labor Contract on Working for Two (multiple) jobs**

It shall not be allowed to sign labor contract on working for two (multiple) jobs with the employees under the age of 18, and the employees working in difficult, hazardous or harmful labor conditions.

**Article 235. Supplementary Grounds for Termination of Labor Contract on Working for Two (multiple) Jobs by the Employer's Initiative**

The labor contract on working for two (multiple) jobs, regardless of grounds defined by Article 42 of this Code, can be terminated by the Employer's initiative in case if a labor contract is signed with the Employee for the main job.

**CHAPTER 18. REGULATION OF LABOR OF EMPLOYEE ENGAGED IN HEAVY, UNDERGROUND AND HAZARDOUS WORKS**

**Article 236. The Length of Working Time and Supplementary Annual Paid Leave of Employee Engaged in Heavy, Underground and Hazardous Work**

1. The working time of not more than 35 hours a week shall be determined for workers engaged in heavy, underground and hazardous work.

2. The Government of Tajikistan determines the list of industry, workshops, specialties, occupations and positions (posts), the list of heavy, underground and hazardous works entitled for short working time and supplementary annual paid leave.

**Article 237. Salary of Employees Engaged in Heavy, Underground and Hazardous Work**

The salary of employees engaged in heavy, underground or hazardous works, compared to the salary of employees engaged in regular works, is appointed by increasing position-based salary or supplementary, but not less than the norms defined by the Tajik legislation, sectorial agreement or collective contract that envisage salary based on the minimum salary.

**Article 238. Employee's Health and Labor Conditions Safety**

The Employer provides the employees with special uniform and booths, other personal protection tools, washing and sterilization substances, milk, medical and preventive food depending on their employment conditions, which shall not be less than the norms defined by this Code and other Tajik legal and regulatory documents.

**CHAPTER 19. SEASONAL WORKERS' LABOR REGULATION**

**Article 239. Seasonal Works**

The works performed within a selected period (season) for not more than six months depending on the climatic conditions or other natural factors shall be deemed to be seasonal works.

**Article 240. Signing Labor Contract with Seasonal Workers**

1. The labor contract shall include the terms of signing contract on seasonal works and their implementation timeframe.

2. Probation period to ensure the employee's conformity with his/her tasks and responsibilities shall not be determined while signing labor contract on seasonal work.

**Article 241. Supplementary Grounds for Labor Contract Termination with Seasonal Workers by the Employer's Initiative**

The labor contract with seasonal workers can be terminated by the Employer's initiative except the grounds envisaged in Article 42 of this Code in the following cases:

- suspension of Employer's operation for more than two weeks due to industrial reasons;
- in case the Employee does not come to work for one month continuously due to temporary disability.

#### **Article 242. Termination of Labor Contract with Seasonal Workers**

1. The seasonal worker has the right to notify the Employer within up to seven calendar days in writing at his/her own initiative and terminate his/her labor contract.
2. The Employer is obliged to notify the seasonal worker in writing on termination of labor contract within up to seven calendar days on the basis of provisions of paragraph one and two of Article 45.1 of this Code.
3. In case of labor contract termination with seasonal worker the Employer shall reimburse the Employee's unused leave deserved for the works performed accordingly.
4. In case of labor contract termination with seasonal worker due to the Organization's liquidation, redundancy of the number of workers or job units, the employees are paid redundancy allowance equal to the size of one-month average salary.

### **CHAPTER 20. SHIFT WORKERS' LABOR REGULATION**

#### **Article 243. Shift Work**

1. The work performed in shift is a special form of labor process, which is implemented out of the employees' residence area and they do not have possibility of returning to their permanent residence area after their work.
2. The Employer is obliged to provide the shift workers with accommodation, meal, delivery to and from their residence area as well as appropriate work and rest conditions in their duty station.
3. The Employer shall ensure environment for stay of employees in the industrial (work) site according to the labor contract, collective agreements and contracts.

#### **Article 244. Limitations in Shift Work**

It shall not be allowed to engage the employees under the age of 18, pregnant women, persons with disability of 1<sup>st</sup> and 2<sup>nd</sup> category in shift work. Other employees can be engaged in shift work if they are not prohibited to be engaged in such works according to doctor's medical opinion.

#### **Article 245. Length of Shift**

1. The length of shift cannot be more than 15 calendar days.
2. The length of shift can be extended up to 30 calendar days in facility sites by written consent of the Employee in accordance with the labor contract, collective agreements and contracts.

#### **Article 246. Calculation of Working Time and Rest Time in Shift Work**

1. The aggregate of working time in case of shift work is defined by one month, three or more months, but not more than one year.
2. The period of calculation shall include the working time, rest time, the time of travel to the Employer's site or from the collection point to and from workplace. At the same time, the aggregate length of working time for the reporting period shall not exceed the norms defined by this Code.
3. It shall not be allowed to partially grant annual paid leave during the rest time between the shifts.
4. The Employer is obliged to ensure calculation of the working time and rest time of the shift worker on a monthly basis, separately and during the entire reporting period.
5. Supplementary is paid for the shift work in accordance with the procedures defined by the Government of Tajikistan.

### **CHAPTER 21. IN-HOUSE WORKERS' LABOR REGULATION**



### **Article 247. Signing and Terminating Labor Contract with In-house Workers**

1. In-house workers are the individuals, who perform their work (services) in the household of Employer – individual entity.
2. The Employer does not record the decision on recruitment or termination of labor relations with in-house worker and information about his/her job into employment records book.
3. The Government of Tajikistan determines the types of in-house work.
4. In-house worker's labor is confirmed by labor contract.
5. The period of written notification on cancellation (termination) of labor contract, the size of compensation and the procedure of its payment are determined with the in-house worker in the labor contract.

### **Article 248. In-house Workers' Working Time and Rest Time**

1. The norms of the length of working time and rest time defined by this Code and other Tajik legal and regulatory documents are applicable towards the in-house workers.
2. The in-house workers' working regime, procedure of granting weekends, annual paid leave, and their engagement in overtime, night work, weekends and nonbusiness holiday work is regulated by labor contract.

### **Article 249. Disciplinary Punishment Application and Cancellation**

Application and cancellation of disciplinary punishment against in-house workers are defined by the labor contract, sample of which is approved by the authorized public entity on labor and employment.

### **Article 250. Individual Labor Dispute Resolution**

Individual labor disputes between the in-house worker and the Employer shall be settled through mutual agreement between the parties or judicial procedure.

### **Article 251. Labor Contract Termination with In-house Worker**

Labor contract with in-house worker shall be terminated in accordance with the provisions envisaged in the labor contract in compliance with the requirement of this Code.

## **CHAPTER 22. HOME WORKERS' LABOR REGULATION**

### **Article 252. Home Worker**

1. The individuals, who signed a labor contract with the Employer on home-based work through their labor with the use of their own materials, equipment and tools or the tools and means provided by the Employer or purchased with funding from the Employer, for implementation of works in their own premises or the premises suitable for work, are home workers.
2. Home worker's performance may be determined upon signing labor contract as well as during the effectiveness of the labor contract through inclusion of relevant amendments into the labor contract.

### **Article 253. Home Workers' Labor Terms**

1. Home based works shall be performed only if they do not affect the worker's health, and labor safety requirements are ensured for their implementation.
2. The labor contract on home work shall define the following mandatory terms:
  - implementation of work with the use of the Employee's personal materials, equipment and tools or the tools provided by or purchased with funding from the Employer;
  - procedure and timeframe of Employee's supply with raw material, materials and semi-finished products for implementation of work;
  - procedure and timeframe of issuance/production of finished products;
  - compensation and other payments to the Employee.

### **Article 254. Working Time and Rest Time Regime,**

### **Terms of Home Worker's Labor Safety and Protection**

The labor contract shall determine the home-worker's working time and rest time regime, specifics of the Employer's control for compliance with the working time procedures, terms of labor safety and compliance with them.

## **CHAPTER 23. REGULATION OF LABOR OF (DISTANCE WORKERS)**

### **Article 255. Distance Work**

Distance work is a special type of labor process performed outside the Employer's location area with the use of information and communications technology.

### **Article 256. Labor Conditions of Employees Engaged in Distance Work**

1. The Employer shall provide the Employee with Information and Communications Technology and cover the cost of its connection and service/maintenance. In case the Employee uses his/her own ICTs, the Employer shall reimburse its cost. The amount and procedure of its payment shall be determined in mutual agreement with the Employee.

2. The Employer can reimburse other job related expenditures (electricity, water and other services) of the Distance Worker based on the mutual agreement of the parties.

3. The labor contract shall determine the procedure, timeframe and other terms of the labor relations between the Employee and the Employer.

### **Article 257. Record of Working Time and Rest Time, Terms of Labor Safety of Employees Engaged in Distance Work**

1. The norms of the length of working time and rest time defined in this Code shall be applied towards the employees engaged in distance work.

2. The labor contract provisions shall determine the principles of the record of working time of distance workers and the specifics of control for their compliance with the working time regime and terms of labor safety.

## **CHAPTER 24. REGULATION OF LABOR OF PERSONS WITH DISABILITIES**

### **Article 258. Enforcement of Right of Persons with Disabilities to Labor**

1. The persons with disabilities, in case they have employment recommendation issued by the authorized public entity, have the right to sign a labor contract with the Employer with basic employment terms or with specialized organizations that use the labor of persons with disabilities.

2. It shall be prohibited to reject to sign a labor contract, transfer of a person with disabilities to another job, and change employment conditions due to disability except the cases when the Employee's health state does not allow to fulfill employment duties according to doctor's medical opinion or it threatens his/her or other individuals' health or employment conditions.

### **Article 259. Labor Conditions of Persons with Disabilities**

1. Conditions/terms of standardization, labor protection and payment, working regime, procedure of combination of specialties (posts), technical, sanitary, hygiene, industrial and social as well as other conditions shall not worsen the situation of the Employee with disabilities or limit/restrict their rights compared to other employees based on mutual agreement between the parties to labor contract, collective agreements and contracts.

2. It shall be prohibited to use the labor of persons with disabilities in heavy, hazardous and harmful works.

3. The working persons with disabilities may be granted additional guarantees as defined by this Code, other Tajik legal and regulatory documents, labor contract, collective agreements and contracts and the Employer documents.

4. Medical opinion on reduced working time regime, reduction of workload and other labor conditions of persons with disabilities shall be compulsory/mandatory for fulfillment by the Employer.

#### **Article 260. Length of Reduced Working Time of Persons with Disabilities**

1. The persons with disabilities of the 1<sup>st</sup> and 2<sup>nd</sup> category shall be entitled to reduced working time of not more than 36 hours a week without reduction of their salary.

2. The length of the daily (shift) working time of the persons with disabilities of the 1<sup>st</sup> and 2<sup>nd</sup> category shall not exceed six hours.

#### **Article 261. Limitations in Use of Rounded Up Working Time for Employees with Disabilities**

1. It shall not be allowed to apply rounded up working time principle towards the employees with disabilities of the 1<sup>st</sup> and 2<sup>nd</sup> category.

2. The rounded up working time shall not be appointed for employees with disabilities of the 3<sup>rd</sup> category if such a regime is prohibited based on medical indicators.

#### **Article 262. Limitation for Night Work, Overtime, Work on Weekends and Nonbusiness Holidays, Secondment of Employees with Disabilities to Business Trip**

Persons with disabilities may be involved in night work, overtime, work on weekends and nonbusiness holidays, seconded to business trip with their written consent unless such a work is prohibited based on doctor's medical indicators.

#### **Article 263. Annual Paid Leave of Employee with Disabilities**

Employees with disabilities are annually granted annual paid leave according to the leave table approved by the Employer in mutual agreement with the employees in compliance with the provisions of Article 94 of this Code.

### **CHAPTER 25. REGULATION OF LABOR OF TECHNICAL AND SERVICE PERSONNEL OF PUBLIC AGENCIES**

#### **Article 264. Recruitment of Technical and Services Personnel at Public Agencies**

1. Technical and service personnel of public agencies (hereinafter referred to as civil servants) are the individuals, who in accordance with the procedures defined by this Code and other Tajik legal and regulatory documents hold a paid unit position in public agency for fulfillment of official powers with a view to implementing their duties and providing technical services, and ensuring operation of public agency.

2. Recruitment to civil service in public agency shall be ensured in accordance with the procedures defined by this Code and other Tajik legal and regulatory documents.

3. The Government of Tajikistan shall determine the list of posts of civil servants (technical and service personnel) in public agencies.

#### **Article 265. Limitations in Civil Service**

1. The civil servant does not have the right to:

- use the public logistics means, financial and information tools and other property and official information for nonofficial purposes;
- participate in actions that create obstacle for normal operation of civil service and implementation of official duties;
- abuse his/her official position for the purposes not related to civil service;
- disclose state, official and other secret information protected by law and obtained within implementation of civil service.

2. The individuals, who committed serious and extremely serious crime, and their criminal record is not cleared/exempted, shall not be recruited for civil service in organizational, commanding and administrative positions.

### **Article 266. Transfer of Civil Servant to Work in another Public Agency**

Civil servant may be transferred to another public agency based on his/her written application in agreement with the heads of relevant organizations.

### **Article 267. Civil Servants' Appraisal**

1. Civil servants' appraisal is conducted to define their professional competence and performance quality.
2. Authorized public entity for the relevant area of operation shall determine the procedures and conditions of civil servants' appraisal.

### **Article 268. Promotion in Civil Service**

1. Promotion in civil service is ensured through transfer of civil servant to higher position or higher level agency.
2. The priority for promotion shall be given to those civil servants with high level of qualification, who always make efforts for their specialty and professional skills development.

### **Article 269. Civil Servants' Professional Development and Re-training**

1. Civil servant may be sent to a relevant educational institution for improvement of knowledge, skills and ability, and obtaining occupation and specialty.
2. The Employer shall cover the cost of in-service (on-job) education, re-training and apprenticeship of civil servants based on scientific experience.
3. The civil servant, who attended professional development or re-training course on the specialty relevant to civil service sphere, is granted paid sabbatical leave for education.

### **Article 270. Civil Servant Incentives**

1. Civil servant is encouraged through the below methods to ensure honest implementation of his/her official duties in high quality, including complicated and urgent works, for showing initiative, creative activities and other achievements:
  - promotion in civil service;
  - financial reward and moral encouragement.
2. The collective contract may envisage other incentive measures.

### **Article 271. Guarantee and Compensations to Civil Servants**

The guarantees and compensations envisaged in this Code and other Tajik legal and regulatory documents shall be applied towards civil servants.

### **Article 272. Civil Servant Salary Payment**

The Government of Tajikistan shall determine the system of civil servant salary payment with the use of public budget funds.

## **CHAPTER 26. INDIVIDUAL ENTREPRENEURS' LABOR REGULATION**

### **Article 273. Individual Entrepreneurs**

The individual entrepreneurs are the individual entities engaged in entrepreneurship on the basis of permit or certificate from the moment of their official registration as an individual entrepreneur without establishment of legal entity.

### **Article 274. Duration of Labor Contract between Individual Entrepreneurs and Employees**

Individual entrepreneurs can sign labor contract with employees for the periods defined by this Code.

### **Article 275. Internal Labor Regulations of Individual Entrepreneurs**

The individual entrepreneurs independently approve their internal labor regulations by taking into account the requirements of this Code.

### **Article 276. Working Regime**

The individual entrepreneurs have the right to determine employees' working regime envisaging engagement of employees on weekends and nonbusiness holidays in accordance with this Code.

### **Article 277. Terms of Salary Payment**

The terms of employees' salary payment by the individual entrepreneur shall be determined in agreement with the Employee while signing labor contract. The Employer has the right to amend the terms of labor contract at his/her discretion while approving terms of salary payment.

### **Article 278. Participation of Individual Entrepreneurs in Social Partnership**

The Agreements shall be enforced towards the labor relations with participation of individual entrepreneurs in the cases when the Employer and Employee are united in a certain organization to run negotiations and signing such agreements.

### **Article 279. Labor Safety Arrangement by Individual Entrepreneurs**

Labor safety may be arranged by individual entrepreneurs on the basis of contract with individual and legal entities.

## **CHAPTER 27. REGULATION OF LABOR OF MANAGER AND MEMBERS OF EXECUTIVE BOARD OF LEGAL ENTITY AND EMPLOYEES APPOINTED (SELECTED) BY LEGAL ENTITY'S OWNER, ITS AUTHORIZED PERSON (ENTITY), OR LEGAL ENTITY'S AUTHORIZED ENTITY**

### **Article 280. Legal Grounds for Regulation of Labor of Legal Entity Executive**

Labor relations with the executive of legal entity shall be implemented in accordance with this Code, other Tajik legal and regulatory documents, statutory documents and labor contract.

### **Article 281. Signing Labor Contract with Legal Entity Executive**

1. Labor contract with the legal entity executive shall be signed by the legal entity's owner or its authorized person (entity) or the legal entity's authorized entity for the period defined by the Tajik legislation, statutory documents or in mutual agreement between the parties.

2. The Tajik legislation or statutory documents may determine additional procedures promoting signing labor contract with the legal entity executives.

### **Article 282. Legal Entity Executive Working for Two (Multiple) Jobs**

The legal entity executive may hold a paid position (post) in another organization by complying with the requirements of this Code and other Tajik legal and regulatory documents only by consent of the legal entity's authorized entity, the legal entity's owner or its authorized person.

### **Article 283. Early Termination of Labor Contract at Initiative of Legal Entity Executive**

Legal entity executive has the right to terminate his/her labor contract prior to its expiration by notifying the legal entity's owner or its authorized entity (person) or the legal entity's authorized entity not less than two months prior to its expiration.

### **Article 284. Supplementary Grounds for Termination of Labor Contract with Legal Entity Executive**

1. Except the grounds envisaged by this Code, decision of the legal entity's owner, the legal entity's authorized person or authorized entity on early termination of labor relations can serve as supplementary ground for termination of labor contract with the legal entity's executive.

2. In case of termination of labor contract with the legal entity's executive prior to its expiration the Executive shall be paid compensation for early termination of labor contract in the amount, terms and procedures defined in the labor contract.

**Article 285. Regulation of Labor of the Members of Legal Entity's Executive Board and Employees Appointed (Selected) by the Legal Entity's Owner or its Authorized Person (entity) or the Legal Entity's Authorized Entity**

1. The specifics of regulation of the labor of the Executive regulated by this Chapter shall be also applicable towards the other members of legal entity's executive board unless the Tajik legal and regulatory documents envisage other procedures.

2. The specifics of regulation of the labor of employees appointed (selected) by the legal entity's owner or its authorized person (entity) or the legal entity's authorized entity shall be determined by this Code and other Tajik legal and regulatory documents.

**CHAPTER 28. REGULATION OF LABOR OF THE TAJIK PARLIAMENT LOWER CHAMBER MEMBERS, JUDGES, PUBLIC (CIVIL) SERVANTS, MILITARY SERVANTS, LAW ENFORCEMENT OFFICERS, DIPLOMATIC STAFF AND OTHER STAFF OF GOVERNMENTAL AND NONGOVERNMENTAL ORGANIZATIONS**

**Article 286. Regulation of the Labor of Tajik Parliament Lower Chamber Members, Judges and Public Servants**

The labor of the Tajik Parliament Lower Chamber Members, judges and public servants shall be regulated by this Code given the specifics envisaged by the Tajik legal and regulatory documents defining special terms and procedures of recruitment to service, service performance and its termination, special labor conditions, salary payment as well as supplementary privileges, priorities and limitations.

**Article 287. Regulation of Labor of Military Servants, Law Enforcement Officers and Diplomatic Staff**

The labor of individuals engaged in military service, law enforcement and diplomacy shall be regulated by this Code and other Tajik legal and regulatory documents defining special terms and procedures of recruitment to service, service performance and termination, special labor conditions, terms of payment of salary, leaves as well as additional privileges, priorities and limitations.

**Article 288. Other Governmental and Nongovernmental Organizations' Staff Labor Regulation**

This Code and other Tajik legal and regulatory documents shall regulate the specifics of the labor of other governmental and nongovernmental organizations' staff.

**SECTION IV. SOCIAL PARTNERSHIP AND COLLECTIVE RELATIONS IN THE AREA OF LABOR**

**CHAPTER 29. STAFF AND SOCIAL PARTNERSHIP IN THE AREA OF LABOR**

**Article 289. Staff**

1. All employees of organization comprise its staff.

2. The Tajik legal and regulatory documents, labor contract, collective agreements and contracts and organization charter (regulation) shall determine the staff rights and duties and the procedures and forms of their enforcement.

#### **Article 290. Employee Representatives in Organization**

1. Employee representatives in organization shall be selected with a view to protecting employees' interests in labor relations in accordance with this Code and other Tajik legal and regulatory documents.

2. The trade unions and other employee representatives shall protect the employees' interests in labor relations.

3. The Tajik legislation, collective agreements and contracts shall determine the rights of the trade unions and other employee representatives in their relations with the governmental and economic entities.

4. The employees themselves shall determine the entity, in which they trust to represent and protect their interests.

5. All representative entities of employees in organization operate within the competences they are granted and benefit from equal rights in protecting the interests of employees. Various representative entities of employees in organization shall be encouraged for cooperation.

6. Existence of various representative entities in organization shall not impede fulfillment of duties in their operation.

7. The same representative entity of employees in organization shall not represent and protect the interests of both employees and the employers.

#### **Article 291. Rights of Employee Representatives in Organization**

1. Employee representatives in organization have the right to:

- run collective negotiations, sign collective agreements and contracts, participate in development of other labor regulatory documents in organization and propose/submit such draft documents to the Employer;

- participate in discussion of the organization's socio-economic development;

- oversee compliance with the Tajik legal and regulatory documents on labor, labor contract, and collective agreements and contracts;

- protect the Employees' interests at the labor disputes institutions;

- apply to court on the decision of the Employer or its authorized persons in case the decision is contradictory to the Tajik legal and regulatory documents or violate the employees' rights in any other way;

- announce about strike in accordance with the procedures envisaged by the Tajik legislation;

- perform other legal actions during its operation as representative.

2. All authorized representatives of employees shall have equal rights.

#### **Article 292. Prohibit Interference into Legal Operation of Employee Representatives**

1. It shall be prohibited to interfere into legal operation of employee representatives in any form.

2. It shall be prohibited to terminate the operation of employee representatives at the initiative of the Employer or its authorized persons.

#### **Article 293. Obligations of Employer and Its Authorized Persons before Employee Representatives**

The Employer and its authorized persons before the Employee representatives are obliged to:

- promote operation of employee representatives and respect their rights;

- consult with the employee representatives before adopting decisions related to employees' interests;

- consider proposals of employee representatives in a timely manner and provide grounded information about its decisions [on them];

- ensure free access of the employee representatives to workplace of the employees, whose interests they represent;

- provide free necessary information on labor and socio-economic development to employee representatives;
- ensure favorable environment for employee representatives to fulfill their duties;
- provide premises, transportation and communications means and other facilities for operation of employee representatives, the supply procedure of which is defined in collective agreements and contracts;
- fulfill other obligations in its relations with employee representatives envisaged by the Tajik legal and regulatory documents and collective agreements and contracts.

#### **Article 294. Supplementary Labor Guarantees for Employee Representatives**

1. The employee representatives shall be guaranteed protection from any persecution by Employer with regard to implementation of their representative operations.
2. The employees, who are released from their industrial work due to being selected as employee representatives, shall be offered their previous work (position) after the end of their term and in case such a job is not available, they are offered another job equivalent to that job in the same organization.

#### **Article 295. Employers' Representatives**

The Employers have the right to get united within unions, associations and other public entities. Employers' public unions shall be established and operate as public organizations and their main objective shall be to promote economic development, improve economy effectiveness and entrepreneurship initiatives, as well as enforce social partnership by representing the interests of organizations and property owners and protecting their rights within economic and labor relations at the governmental agencies and in relations with the employee representatives.

#### **Article 296. Objective of Signing Collective Agreements and Contracts**

1. Collective agreements and contracts shall be signed to determine labor conditions, employment and social safeguard (protection) in addition to the Tajik legal and regulatory documents.
2. The Tajik legislation shall determine the procedure of development, signing and implementation of collective agreements and contracts.

#### **Article 297. Objective of Social Partnership**

The objective of social partnership is to:

- apply labor rights and protect socio-economic interests of Tajik citizens according to guarantees provided by the Tajik Constitution, this Code, legislative documents and other Tajik legal and regulatory documents;
- promote regulation of social and labor issues by covering the issue of salary determination;
- increase employees' income based on increased labor productivity and industrial effectiveness;
- establish effective mechanisms of social and labor relations regulation;
- run collective negotiations, bilateral consultations, develop and sign collective agreements and contracts in accordance with the Tajik legislation;
- prevent collective labor disputes and assist in social and labor issues;
- strengthen and develop social and labor relations based on democratic principles;
- ensure favorable environment for employment of the population of Tajikistan and labor market development.

#### **Article 298. Social Partnership Main Principles**

Social partnership main principles are:

- mandatory signing of collective agreements and contracts in case the employees or the employer are interested in authorized representatives in accordance with the procedures defined by the Tajik legal and regulatory documents;
- the parties' equal rights;
- the party representatives' authorities;



- respect of the parties' interests;
- freedom of choice in discussion of the issues on the content of collective agreements and contracts;
- voluntary acceptance of commitments by the parties;
- compulsory compliance with the provisions of the collective agreements and contracts adopted by the parties;
- the parties' liability for noncompliance with the commitments, decisions, collective agreements and contracts;
- mutual and transparent control before the partners (Tajik version is not clear);
- accurate and regular information on the parties' activities.

### **Article 299. Forms of Social Partnership Enforcement**

Forms of social partnership enforcement include:

- negotiations and consultations;
- development, adoption and implementation of joint decisions;
- signing collective agreements and contracts;
- mutually informing the parties on fulfillment of undertaken commitments.

### **Article 300. Main Entities in Social Partnership System**

1. The tripartite (bilateral) commissions shall be the main entity in the social partnership system at all levels. The commissions run collective negotiations, develop and sign collective agreements and contracts and also discuss their implementation.

2. The national, sectorial and regional commissions shall operate in accordance with the Regulation on tripartite commissions for regulation of labor and social relations in the Republic of Tajikistan, which is approved by the Government of Tajikistan in coordination/agreement with the unions of employee representatives and unions of employers.

3 At the national level tripartite (bilateral) commissions on regulation of labor and social relations, agency on harmonization of the interests of the State and the parties to labor and social relations in the Republic of Tajikistan shall be established. The tripartite (bilateral) commission shall be comprised of representatives from the Government of Tajikistan, Federation of the Independent Trade Unions of Tajikistan and the Union of Employers of the Republic of Tajikistan.

4. At the sectorial level, tripartite (bilateral) commissions on regulation of labor and social relations shall be established. The sectorial commission comprised of representatives from relevant executive authorities, employee and employer representatives shall be established by the parties.

5. At the regional level, tripartite commission on regulation of labor and social relations shall be established out of the representatives from relevant executive authorities, employers and employees.

6. At the level of organizations, bilateral commissions on regulation of social and labor relations, development and signing of collective contracts shall be established. The Commission shall be comprised of employee and employer representatives.

7. At the level of financial and industrial groups and transnational corporations, bilateral (tripartite) commissions on collective negotiations (consultations), development and signing of agreement at the unions of these organizations, including organizations located outside the State shall be established. The Commission shall be comprised of employer and employee representatives.

## **CHAPTER 30. PROCEDURES OF SIGNING AGREEMENT BETWEEN PARTIES TO SOCIAL PARTNERSHIP**

### **Article 301. Types of Agreement and its Parties**

1. The types of Agreements include:
- Master;
  - Sectorial;
  - Regional.

2. The Master Agreement shall determine the general principles of social and economic partnership, main processes of cooperation and commitments of the parties (Government of Tajikistan, Associations of Trade Unions, other representatives of employees and national unions of employers) on employment, improvement of public social security, ensuring social protection of the poor segments of population, and increasing the income of other employees to ensure economic stability.

3. The Sectorial Agreement shall determine the sector's socio-economic development processes, labor conditions, employment rate, salary, the sector staff's social safeguards and the issues between the parties at the sector level.

4. The Regional Agreement shall determine general labor conditions, labor safeguards and privileges in the area of the relevant administrative unit, taken into account upon signing contract and shall be mandatory for the parties.

5. The Agreement can be made trilateral or bilateral in coordination with the parties. The Government agencies, and local executive authorities participating in the tripartite negotiations, may abstain from signing agreement in case the other two parties request it.

6. The Agreements are signed at the following levels:

- national level – between the Government of Tajikistan, unions of employers and representatives of employees in Tajikistan (Master Agreement);
- sectorial level – between the relevant government agency, unions of employers and sectorial representative agency of employees;
- province level – between the relevant local executive authorities, organizations of employers and province units of employee representatives;
- city (district) level – between the relevant local executive authorities, unions of employers (owners) and employee representatives.

### **Article 302. Agreement Signing Procedures and Timeframe**

1. The procedure and timeframe of development and signing of agreement and the commission composition shall be determined by the parties and documented by minutes.

2. The draft agreement shall be developed by the Commission and signed by the relevant government agency, unions of employers, association of trade unions or other employee representatives.

3. The Regulation on procedures and signing of master, sectorial and regional agreements in the Republic of Tajikistan, which is approved by the Government of Tajikistan in negotiation with the employee representatives and the union of employers, shall determine the specific procedure of signing agreements.

### **Article 303. Agreement Content**

1. The Agreement content shall include:

- obligations on salary payment, labor safety, recruitment and dismissal of employees;
- implementation of a set of special activities on public social protection, activities on labor market development, effective public employment, increase of product volume, including daily consumption and agricultural commodities;
- determining main norms of living standards and poverty reduction;
- determining additional privileges and priorities to organizations, employers (owners), who create additional jobs and use the labor of persons with disabilities, women, youth, including teenagers;
- participation of employees in the use of income made from the sale of public property;
- protection of employees' interests during privatization of dwelling fund;
- increasing the amount of supplementary redress payments, the minimum size (floor) of which is determined by the Tajik legislation;
- ensuring environmental safety and health protection;
- the issues of social security and insurance;
- improving social services to individuals engaged in production, other issues related to socio-economic development and labor relations, as well as obligations on prevention of labor conflicts and strikes, ensuring control over the agreement enforcement processes.

2. The parties also can determine additional terms in the Agreement not contradicting to the Tajik legislation.

#### **Article 304. Agreement Effectiveness**

1. The Agreement shall be effective on the date of its signature by the parties or on the date defined in the Agreement. The parties determine the period of effectiveness and timeframe for signing agreement.

2. The Agreement shall cover the employees defined in the Agreement.

#### **Article 305. Amendments and Additions to Agreement**

Amendments and additions to Agreement shall be included in accordance with the procedures defined for its signing in mutual agreement between the parties.

### **CHAPTER 31. COLLECTIVE CONTRACT**

#### **Article 306. Decision on Need for Signing Collective Contract**

The trade union or other employee and employer representatives shall make a decision on the need for signing collective contract regardless of organization's legal type of operation.

#### **Article 307. Parties to Collective Contract**

1. The collective contract is signed in organizations regardless of their legal type of operation, in primary vocational schools, secondary vocational schools and higher education institutions as well as internal units of organizations on the issues related to the competences of those units.

2. The representatives of employees, employer (owner) or their authorized entity are the parties to collective contract.

3. In case there are several employee representatives in an organization, the representatives uniting the majority of organization's employees or representing all employees shall be considered to be the Party to collective contract based on their mutual agreement.

#### **Article 308. Collective Contract Signing Procedure and Timeframe**

1. The Parties determine the collective contract signing procedure and timeframe, the membership of commission for negotiations, which is documented by the Employer.

2. The draft collective contract shall be discussed by the staff. The improved draft document is approved at the staff general meeting (congress).

3. The Organization's staff general meeting (congress) obliges its representative through a protocol (decision) to sign the collective contract with the Employer.

4. The Employee representative has the right to negotiate on signing annex to the collective contract signed on behalf of the staff in accordance with the procedures and terms for signing collective contract defined by this Code. The Annex shall be an integral part of the Collective Contract and have equal power with it.

#### **Article 309. Collective Contract Content**

1. The collective contract content shall include:

- labor arrangement;
- types and system of payment of salary, awards, allowances, compensation and supplementaries;
- tariff units of salary and position (post) based salary depending on specialty, qualification grade, conditions and difficulty of work performed by them;
- the length of working time and rest time;
- arrangement of safe working environment, improved health protection, guarantees of health insurance of staff and their family members, other types of insurance;
- ensuring employment, training of professionals, employment of dismissed staff;
- regulation of internal labor procedures;

- procedure of establishment and operation of reconciliation commissions on collective labor dispute consideration and resolution;
- procedure of notification of employee representatives and consultations in case of massive dismissal of staff due to improvement of labor arrangement, organization liquidation, partial or full industry lay-off.

2. The collective contract, given the economic capacity of organization, may include other provisions, including privileged labor and socio-economic conditions compared to norms and provisions as defined by the Tajik legislation and agreements (additional leave, supplementary to pension, reimbursement of the transport and business trip expenditures, supply of free or partially covered food of employees in organization and their children in general education and pre-school institutions, and other additional privileges and compensations).

3. The parties determine the collective contract content within their competences.

#### **Article 310. Collective Contract Duration**

1. The parties shall define the collective contract duration.

2. The collective contract shall be effective on the date of its signature by the parties or on the date defined in the collective contract.

3. The collective contract shall remain effective until a new contract is signed in case of change of the Organization's management or change of owner.

4. In case of organization's liquidation in accordance with the procedure and terms as defined by the Tajik legislation, the collective contract shall remain effective during the entire process of organizations liquidation.

#### **Article 311. Amendments and Additions to Collective Contract**

Amendments and additions into the collective contract are included during its effectiveness based on the parties' mutual agreement in accordance with the procedures as defined by the contract.

#### **Article 312. Guarantees in Case of Early Termination of Collective Contract**

1. In case it becomes difficult to enforce the collective contract provisions or it becomes impossible to continue it due to the organization's re-establishment (unification, integration, split, separation, transformation) or change of its operation type, the owner shall hold all individual privileges of employees envisaged by the contract.

2. Within three months after the rights of the Organization's owner is transferred to a new owner, the new owner and the employee representatives sign a new collective contract and they comply with all provisions of the previously signed collective contract by the time they sign a new contract.

3. In case of organization's liquidation before the collective contract's expiration the owner or authorized founder of organization are obliged to cover the cost of staff social development issues, individual privileges envisaged in the collective contract during the period of organization's liquidation.

#### **Article 313. Obligations of Officials in Collective Negotiations**

1. The officials are obliged to participate in collective negotiations.

2. The officials, who rejected to participate in collective negotiations and to summon (convene) the commission for negotiations to sign collective agreements and contracts or did not implement their obligations within the collective agreements and contracts, shall be liable in accordance with the Tajik legislation.

### **CHAPTER 32. MONITORING AND REGISTRATION OF COLLECTIVE AGREEMENT AND CONTRACTS**

#### **Article 314. Collective Agreements and Contracts Enforcement Monitoring**

1. Relevant commissions for social and labor relations regulation, the parties (their representatives), as well as the entity authorized by the Government of Tajikistan monitor the enforcement of collective agreements and contracts.

2. The collective agreements and contracts enforcement process is monitored on the basis of the Regulation of the national tripartite commission on social partnership and regulation of social and labor relations approved by the Government of Tajikistan.

#### **Article 315. Registration of Collective Agreements and Contracts**

1. The collective agreements and contracts are submitted to relevant entity on labor for notification registration within 10 days after they are signed with the Employer (employers) representative.

2. The registration of collective agreements and contracts shall not affect their effectiveness.

3. The collective agreements and contracts provisions worsening the state of employees against the Tajik legal and regulatory documents shall not be effective and applied.

#### **Article 316. Responsibilities of Parties to Collective Agreements and Contracts**

In case of rejection to negotiation and non-enforcement of the collective agreements and contracts' provisions by the fault of one of the parties, the other party has the right to submit a claim for redress of pecuniary damage caused as a result of this action in accordance with the provisions of the Tajik legislation.

### **CHAPTER 33. COLLECTIVE LABOR DISPUTE CONSIDERATION**

#### **Article 317. Collective Labor Dispute Consideration Procedure**

This Code, other Tajik legal and regulatory documents, collective agreements and contracts regulate the collective labor dispute consideration procedures.

#### **Article 318. Proposing Employees' Requirements**

1. The Employees and their representatives have the right to propose requirements.

2. Employees propose their requirements at the staff meeting (congress). The Employees alongside with proposing requirements select their authorized representative to participate in discussion of collective labor disputes.

3. The employee representatives propose their requirements in accordance with the procedures defined by the Charter or decision of the staff meeting (congress) that established the representative entity.

4. The requirements are made in writing and submitted to the Employer.

#### **Article 319. Employee and Employer Representatives in Collective Labor Disputes**

1. The trade unions and their unions' associations, who are authorized representatives according to their Charter, other employee representatives selected and authorized at the staff meeting (congress), shall be the employee representatives.

2. The employer representatives are the heads of organization or other individuals authorized by the Organization's Charter, authorized entities of associations or unions of employers.

#### **Article 320. Mediation**

1. The Mediator is selected in mutual agreement between the parties and mediates the negotiations to achieve parties' reconciliation.

2. The Mediator has the right to request necessary information and documents from parties to implement his/her duties.

3. The Mediator has no right to disclose the secret information received to implement his/her duties.

4. The parties determine the mediation rules in mutual agreement with the Mediator. The Mediator, after making attempts to reconcile the parties, provides written recommendations to them on the dispute consideration and ways of its solution.

5. In case the parties do not decline the Mediator's recommendations within 10 days or signed an agreement on enforcement of mediator's recommendations in advance, the recommendations shall be mandatory for the parties.

#### **Article 321. Labor/industrial Arbitration**

1. In case the collective labor dispute parties cannot reach agreement within 10 days at the reconciliation commission level, labor arbitration shall be established with the participation of a representative from the local executive authorities.

2. The parties shall determine the labor arbitration membership and quantity according to dispute nature. The labor arbitration Chairman shall be approved by the parties' agreement out of the concerned labor arbitration members.

3. The labor arbitration membership may include local parliament members, representatives from trade unions or other employee representatives, authorized public entity on labor and employment, experts and other entities.

4. The labor arbitration shall consider the collective labor dispute with the mandatory participation of representatives of parties and representatives from other stakeholders in case of necessity.

5. The labor arbitration shall make a decision within 10 days of its establishment.

6. The arbitrary decision shall be mandatory in case the parties signed an agreement in advance on execution of its decision.

7. The reconciliation parties and entities are obliged to avail every possible opportunity to eliminate the cause of cases that lead to collective labor dispute.

8. In case the reconciliation commission and labor arbitrary are not able to regulate the parties' dispute/disagreement, they write about its reasons to the staff, trade union or other employee representatives. In such a case, with a view to enforcing the requirements of Article 318 of this Code, the staff, trade union or other employee representatives have the right to apply all tools envisaged by the Tajik legislation to fully or partially terminate operation (not to come to work, not to implement employment duties) and apply strike mechanism in organization, institution.

#### **Article 322. Collective Labor Dispute Judicial Hearing**

1. Collective labor disputes on enforcement of the Tajik legal and regulatory documents on labor (their non-enforcement or breach) shall be considered by the court based on the application of the representative of a party.

2. The rules and timeframes defined by this Code for individual labor disputes shall be applied in case of judicial hearing of applications and implementation of the court decisions.

#### **Article 323. Strike**

1. In case the collective labor disputes are not considered and settled through reconciliation measures, or the Employer rejects to undertake reconciliation measures or not implement the agreements reached over the dispute consideration, the employees have the right to apply other final tools for dispute consideration and resolution such as strike.

2. Decision on strike shall be made at the staff or employee representatives meeting (congress) through secret voting and if not less than 2/3 of the staff (employee representatives) present in the meeting or 2/3 of the staff representatives' delegates at the conference vote in favor of decision in case the meeting (employee representatives) is/are authorised.

3. The strike shall be led by one or a group of individuals authorized by the staff or employee representatives.

4. The Employer shall be notified in writing not less than one month prior to the start of strike and its possible timeframe.

5. In case the strike causes a serious threat to people's life and health, the State's security and defense abilities, the right to strike can be restricted in accordance with the Tajik legislation.
6. The Court shall determine lawfulness or unlawfulness of strike.

#### **Article 324. Guarantees and Compensations to Employees Participating in Strike**

1. Participation in strike is voluntary. Nobody shall be forced to participate or not participate in strike.
2. Employee's participation in strike (except the participation in illegal strikes) shall not be deemed to be the basis for violation of labor discipline or termination of labor contract.
3. Salary of employees, who did not participate in strike, but were not able to implement their work due to it (strike) shall be paid in the amount not less than the payment for operation suspension caused by no fault of the Employee.
4. The salary of employees participating in strike shall be held for the period of strike unless other provisions on dispute resolution are envisaged in the labor contract.
5. The trade union committee and other employee representatives have the right to establish a strike fund or a special insurance fund with the use of donations and charity contributions.

#### **Article 325. Employer's Obligations in Collective Labor Dispute Resolution**

1. The Employer is obliged to participate in the activities of the Reconciliation Commission and enforce its decisions with no delay.
2. At the request of trade union or other employee representatives the Organization's relevant unit is obliged to undertake measures, up to dismissal of the manager from his position (post), who caused the collective labor dispute.

#### **Article 326. Employees' Liability for Illegal Strike**

1. Organizing strike, which was acknowledged by the court to be illegal or participating in it shall be deemed as the violation of labor discipline, and may lead to application of disciplinary punishment measures envisaged by the Tajik legislation.
2. It is prohibited to force employee to strike through force or threatening measures.
3. The damage caused to owner as a result of illegal strike conducted by the decision of staff shall be reimbursed by the Organization through the judicial procedures.
4. The trade union or other employee representatives shall reimburse the damage in case the illegal strike is conducted by the initiative of trade union or other employee representatives.
5. The individuals, who having represented the parties' interests breach this Code and other Tajik legal and regulatory documents, shall be liable in accordance with the Tajik legislation.

### **SECTION V. LABOR SAFETY AND PROTECTION**

#### **CHAPTER 34. PUBLIC MANAGEMENT OF LABOR SAFETY**

##### **Article 327. Public Management of Labor Safety**

1. Implementation of public policy on labor safety, development of legal and regulatory documents and other regulatory documents of the Republic of Tajikistan, as well as requirements on industrial tools, technology and arrangement of labor guaranteeing safe and solid labor environment for all employees, arrangement and implementation of public control of compliance with the Tajik legal and regulatory documents on labor safety comprise the public management of labor safety.
2. The Government of Tajikistan, authorized public entity on labor safety, and local executive authorities ensure the public management of labor safety.

##### **Article 328. Government of Tajikistan Competences on Labor Safety**

The Government of Tajikistan competences on labor safety include:

- implementing main aspects of public policy on labor safety;
- adopting legal and regulatory documents on labor safety within its competences;

- defining principles of public management of labor safety;
- promoting development and implementation of targeted national, sectorial and regional programs on improvement of labor conditions and protection, and control of their fulfillment;
- defining public budget expenditures for labor safety;
- defining competences of authorized public entity on labor safety;
- ensuring cooperation between the government agencies and local executive authorities, employers, unions of employers, as well as trade unions, their associations and other authorized representatives of employees in implementation of public policy on labor safety;
- international cooperation on labor safety; and
- other competences on labor safety.

#### **Article 329. Competences of the Authorized State Entity on Labor Safety**

The authorized state entity's competences include:

- developing draft legal and regulatory documents of the Republic of Tajikistan on labor safety and submitting them to the Government of Tajikistan in accordance with the determined procedures;
- developing and approving legal and regulatory documents of the Republic of Tajikistan on labor safety within its competences;
- coordinating activities of ministries and agencies on labor safety;
- arranging and certifying activities on labor safety in organizations;
- conducting state examination of labor conditions in existing and newly-established organizations regardless of their legal type of management;
- ensuring state control of compliance with the legal and regulatory documents of the Republic of Tajikistan on labor safety;
- developing and adopting templates of state statistic reporting on indicators of labor safety and conditions, job-related accidents and occupational diseases in agreement with the state statistics agency;
- developing the procedure of investigation of job-related accidents and occupational diseases;
- developing and approving intersectorial rules and administrative and methodic documents on labor safety;
- approving sample sectorial norms for free supply of employees with individual protection tools;
- coordinating and arranging research activities on labor safety;
- developing national and regional programs on improvement of labor conditions and protection;
- fulfill other competences on labor safety in accordance with the procedures as defined by the Tajik legal and regulatory documents.

#### **Article 330. Competences of Local Executive Authorities on Labor Safety**

The local executive authorities shall ensure implementation of the state policy's main aspects on labor safety within their competencies.

### **CHAPTER 35. LABOR SAFETY**

#### **Article 331. Labor Safety Requirements**

1. The Employer is obliged to ensure working conditions meeting the labor safety, sanitary and hygiene requirement in all organizations regardless of their legal type.
2. The labor safety requirements are defined by the Tajik legislation and other legal and regulatory documents.
3. The Employer shall be liable for noncompliance with the labor safety requirements.

#### **Article 332. Employee's Right to Obtain Information on Labor Safety**

1. The Employer has to provide information to Employee on employment conditions, including hazardous or harmful industrial factors, risk of occupational and other diseases, relevant benefits and



compensations the employee is entitled to, and individual protection tools upon signing a labor contract.

2. The Employer is obliged to update the employees and their representatives not less than one time a year about the situation with working conditions in organization/industry and workplaces, outcomes of inspection of working conditions by supervisory agencies, measures undertaken to ensure healthy and safe working environment, and also give such information at the employee's request.

### **Article 333. Medical Examination of Some Groups of Employees**

1. The Employer is obliged to ensure compulsory pre-employment and regular medical examination of employees while signing a labor contract and during the employment process for employees with difficult, hazardous or harmful working conditions, including in underground and night work, and also those dealing with vehicles, with a view to identifying the compliance of performed works with their health and preventing occupation diseases.

2. The employees working for food industry, general food sector, trade and other areas directly related to public services are subject to medical examination with a view to protecting public health, preventing emergence and spread of diseases.

3. The employees undergo pre-employment medical examination in works with especially harmful conditions.

4. If the employee feels that the working conditions caused deterioration of his/her health, s/he has the right to request extraordinary medical examination.

5. The Government of Tajikistan determines the list of hazardous industrial factors and the works, in fulfillment of which employees undergo pre-employment and periodical medical examination, as well the procedure and frequency of medical examination.

6. In case the employee rejects to undergo medical examination or does not fulfill recommendations provided as a result of medical examination, the Employer has the right to suspend/not allow him/her to implement his/her employment duties.

7. The Employer shall cover the Employee's medical examination costs.

### **Article 334. Privileges and Compensation for Employees with Hazardous Working Conditions**

1. The Employees are provided milk or other necessary products in works with hazardous conditions in accordance with the defined norms and procedures.

2. The Tajik legal and regulatory documents determine the norms and procedures of supply of milk and other necessary products, the list of chemical substances, during application of which it is recommended to consume milk for prevention purposes.

3. Free medical-preventive food is provided in works with special hazardous conditions in accordance with the defined norms.

4. The Government of Tajikistan determines the list of industries, specialties and positions, engagement in which entitles to free medical and preventive food, the list of such food and the procedures of their granting.

5. The Employer is obliged to provide other privileges and compensations envisaged by the Tajik legal and regulatory documents in addition to the above-mentioned privileges and compensations.

### **Article 335. Supply with Uniform and Other Personal Protection and Hygiene Tools**

1. The Employer is obliged to provide the employees engaged in hazardous and harmful work, as well as works in unfavorable temperature conditions or polluted environment, with uniform and other personal protection and hygiene tools for free in accordance with the provisions in place.

2. The Employer shall maintain, clean, sterilize, disinfect (aseptisize) and repair the special uniform and booth and other personal protection tools provided to employees.

3. In case the Employee is not provided with special uniform and booth and other personal protection tools, they are expired, or the Employee had no other way except purchasing them him/herself, the Employer is obliged to reimburse the cost of those tools. In case the special uniform,

booth and personal protection tools deteriorate before their expiry date by no fault of the Employee, the Employer is obliged to change/replace them.

4. In case of threat to the Employee's health and life due to the lack of supply with personal protection and hygiene tools, the Employee can stop working. The Employee is paid salary for the period of work stoppage (suspension) as for work suspension period by no fault of the Employee.

#### **Article 336. Labor and Operational Safety Instruction for Employees**

1. The Employer is obliged to instruct employees on labor and operational safety rules upon their recruitment or transfer to another job.

2. Labor safety training shall be ensured for employees working in especially harmful conditions and they need to take tests after graduation and regular further tests.

3. Instruction, training and regular tests of employees, including specialists and managers in charge of labor safety, shall be ensured in accordance with the procedures and timeframes as defined by relevant legal and regulatory documents.

4. The individuals, who did not attend labor and operational safety rules training courses in accordance with the procedures in place, shall not be allowed to work.

5. The employees shall have knowledge of safety regulations and labor safety as an integral part of specialty requirements.

#### **Article 337. Suspension (termination) of Work by Employee due to Threat of Danger to his/her Life and Health**

1. The Employee has the right to leave his/her job in case s/he feels a danger threatening his/her life and threat and cannot eliminate it through the tools available at his/her disposal.

2. The Employee is obliged to inform his/her line supervisor (head of brigade, engineer, site supervisor) or labor safety unit of his/her Organization about the harmful situation in the working process. The Employee's average salary shall be held during the period of danger elimination.

#### **Article 338. Transfer to Easier Job due to Health State**

1. The Employer is obliged to transfer the employees, who have a need in easier job due to their health state, including disability, occupational diseases or any other disorder related to fulfilment of employment duties, to an easier job having agreed upon with the Employee and based on doctor's medical opinion temporarily or without any term limitations and create new job to the extent possible.

2. Salary of employees, who transfer to another job due to their health state, or their allowance shall be paid within social insurance in accordance with the procedures as defined by the Tajik legal and regulatory documents.

3. In case of need for change of specialty due to working disability, occupational diseases or any other disorder related to fulfilment of employment duties, the Employer is obliged to ensure re-training of employee by holding his/her salary in the period of re-training, but not more than 12 months, with a view to ensuring employment of the Employee in need for professional development.

4. In case the industrial environment is not suitable for employment of the employee, who got disabled, occupational diseases or any other health injury due to implementation of his/her employment duties, his/her labor contract shall be terminated and s/he is paid dismissal allowance.

5. The size of dismissal allowance shall be agreed upon by the Parties and shall not be less than 6-month average salary of the Employee.

#### **Article 339. Additional Measures on Labor Safety of Persons with Disabilities**

1. The Employer is obliged to employ persons with disabilities referred by the authorized public entity on employment and labor through the labor quota.

2. It shall be compulsory for the Employer to implement recommendations of the authorized public entity for medical and social analysis with regard to the system of reduced working time, ensuring easier job and other employment conditions for persons with disabilities.

3. This Code and other Tajik legal and regulatory documents shall determine other additional measures on labor safety of persons with disabilities.

### **Article 340. Sanitary, Amenity and Medical Services to Employee**

1. The Employer, depending on the organization's operation and the employees' demand, is obliged to:

- provide them with drinking water;
- arrange their meal;
- arrange and equip sanitary and amenity premises, wardrobe, shower, special rooms (special areas for physical and psychological fatigue management), women personal hygiene room, primary healthcare services points to manage accidents or sickness of employees on workplace.

2. The Employer is obliged to arrange relevant healthcare (medical point, medical and sanitary unit, hospital) and public social protection authorities and institutions in accordance with the procedures as defined by the Government of Tajikistan.

## **CHAPTER 36. GUARANTEEING THE RIGHT OF EMPLOYEE AND EMPLOYER TO LABOR SAFETY**

### **Article 341. Employee's Right to Compulsory Social Insurance**

The Employer shall cover all employees by compulsory social insurance for job-related accidents and occupational diseases or other injuries related to implementation of employment duties in accordance with the procedures and terms envisaged by the Tajik legislation, labor contract and collective agreements and contracts.

### **Article 342. Recording and Investigation of job-related accidents**

1. The Employer is obliged to immediately investigate the causes of job-related accidents, issue an investigation report according to sample and record the job-related accident in a timely manner.

2. The Employer is obliged to provide a copy of the investigation report to the victim at his/her request not later than three days after the completion of investigation.

3. If the Employer abdicates issuing a report on the job-related accident or the victim does not agree with the circumstances described in the report on the accident, s/he has the right to apply to employee representatives or the court.

4. The Government of Tajikistan approves the procedure of recording and investigation of job-related accidents.

### **Article 343. Guarantee for Redress of Damage due to Worsening of Health or Death of Employee**

1. If the Employer cannot prove that the damage was caused to employee as a result of cogent forces or revenge of victim from the source of substantive harm, it should compensate/redress this damage in accordance with the procedures envisaged by the Tajik legal and regulatory documents.

2. If the Employer proves that the damage was caused not by its fault, it can be released from redress of harm in case the harm was caused in a usual situation (not as a result of impact of substantive source of danger).

3. The lost salary, costs for worsening of health and moral damage shall be redressed.

4. The Employee's salary, scholarship, pension and other incomes shall not be taken into account while defining/appointing and paying the redress for damage.

5. The Organization or its legal successor is obliged to pay an ad-hoc/one-time allowance not less than the victim's average 12-month salary to the Employee, who got injury as a result of job-related accident in addition to the amount of damage compensation defined for such cases.

6. In case of the Employee's death as a result of job-related accident, his/her family is paid ad-hoc/one-time allowance in the amount defined for his/her dependants amounting not less than 60-month salary of the died person. The Tajik legal and regulatory documents determine the procedure of granting such allowances.

7. In case of the victim's death the right to receive the damage compensation/redress shall transfer to disabled persons, who were under the custody of or were entitled to get funding from the died person, as well as the died person's children born after his/her death.

8. The pension appointed due to the death of family breadwinner, shall not be included into the damage compensation amount.

9. The Employer shall compensate the moral damage in case it was caused due to its fault in the amount defined in agreement with the victim or citizen, who has the right to get compensation due to the death of victim. In case of dispute, the amount of moral damage shall be defined through judicial process.

#### **Article 344. Public Guarantees for Employee's Rights to Labor Protection**

With a view to ensuring the Employees' rights to labor protection the State guarantees:

- banning inclusion of amendment to the Tajik legislation worsening the determined rights to labor protection;
- development and implementation of state target programs on labor protection aimed at improving labor conditions and job (industrial) safety;
- introduction of compulsory social insurance from job-related accidents and occupational diseases;
- judicial protection of employees' rights to labor protection from illegal actions of employers and officials;
- state control for compliance with the labor protection requirements;
- application of pecuniary liability of employers breaching the Tajik legislation requirements on labor protection;
- acknowledgment and ensuring the protection of the rights of trade unions and other employee representatives with regard to their operations on employees' labor protection.

### **CHAPTER 37. RIGHTS AND OBLIGATIONS OF EMPLOYEE AND EMPLOYER ON LABOR SAFETY**

#### **Article 345. Employee's Rights to Labor Safety**

The Employee has the rights to:

- workplace meeting the labor safety requirements;
- sanitary and amenity facilities, personal and collective protection tools, uniform according to the labor safety requirements, as well as labor contract, collective agreements and contracts;
- apply to authorized public entities on labor and social protection or their local offices to inspect labor conditions and protection on workplace;
- participate personally or through his/her representative in inspection and investigation of the issues related to improvement of labor conditions and protection;
- evade (erase) the fulfillment of work in case there is a threat to his/her health or life and inform his/her line supervisor or the Employer about such a situation;
- information and professional training necessary for safety of employment duties in accordance with the procedures as defined by the Tajik legislation;
- obtain accurate information from the Employer on the labor condition, including job-related hazard or harm, the risks of occupational and other diseases, on individual protection, sanitary and amenity tools, and related preferences and compensations the employees are entitled to;
- hold average salary in case of suspension of Organization's operation due to non-compliance with the labor safety requirements;
- complain on the Employer's illegal action or inaction on labor safety.

#### **Article 346. Employee's Obligations on Labor Protection**

The Employee is obliged to:

- immediately inform his/her line supervisor about any job related accident, factors of occupational diseases (poisoning) as well as other cases threatening human life and health;

- pass compulsory pre-employment and periodical medical examination during employment and other cases envisaged by the Tajik legislation;
- accept and purposefully use personal and collective protection, sanitary and hygiene tools, uniforms and booths provided by the Employer;
- fulfill instructions of healthcare facilities on health related activities in case they are funded by the Employer;
- comply with the labor protection requirements as defined by the Tajik legal and regulatory documents;
- attend instruction sessions and training courses on labor protection and the safe methods of their fulfilment, on-job internship and regular tests on labor protection requirements.

#### **Article 347. Employer's Rights to Labor Safety**

The Employer has the right to:

- encourage employees to ensure favorable employment opportunities on workplace and work improvement suggestions on labor safety;
- suspend and undertake disciplinary measures against the employees violating the labor safety requirements in accordance with this Code and other legal and regulatory documents of the Republic of Tajikistan.

#### **Article 348. Employer's Obligations on Labor Safety**

1. The Employer shall be in charge of labor safety.

2. The Employer shall be obliged to:

- ensure appropriate environment for labor safety in each workplace;
- eliminate any type of danger in workplace and technological process by undertaking preventive measures and replacing the process with the safe industrial equipment and technological process;
- ensure staff safety in the use of premises, facilities, equipment, application of the technological process as well as raw materials and materials used in production;
- use staff personal and collective protection tools;
- ensure staff labor and rest system in accordance with the Tajik legislation;
- train on methods and ways of safe operation, instruct on labor protection, ensure in-job internship and examine their knowledge on the labor protection requirements;
- debar from work the individuals, who have not attended training courses, instruction sessions, internship and knowledge appraisal on labor protection requirements in accordance with the procedures in place;
- inspect workplaces for labor conditions followed by certification of works on labor protection at least once in five years;
- provide necessary information and documents to state entity on labor protection, public control agency on compliance with labor protection requirements to ensure the implementation of their mandate;
- investigate job-related accidents and occupational diseases in accordance with the procedures as defined by the Government of Tajikistan;
- ensure sanitary and social as well as recreational and preventive services to employees according to the labor protection requirements;
- ensure free access of officials of entities on state management of labor protection, state control for compliance with the labor protection requirements, social insurance as well as representatives from the entities on public control with a view to inspecting the labor conditions and protection in organizations, investigating job related accidents and occupational diseases;
- fulfil instructions of officials from agencies for state control on compliance with the labor protection requirements and consider proposals of public control agencies within the timeframe as defined by the Tajik legislation;
- ensure compulsory social insurance of employees for job related accidents and occupational diseases;
- introduce labor protection requirements to employees;

- draft and publish the outcomes of workplace appraisal and issue instruction on labor conditions and protection in organization both on board and in electronic format within one month;
- cover the cost of employees' compulsory pre-employment and periodical medical examination and also in other cases envisaged by the Tajik legislation.

3. The Tajik legislation, labor contract, collective agreements and contracts may envisage additional obligations for the Employer given the nature of activities and types of work and existence of sources of serious danger.

4. Knowledge of labor safety rules and regulations shall be an integral part of specialty requirements proposed to the Employee and shall be outlined in the position (post) guidelines approved by relevant public agency.

## **CHAPTER 38. ENSURING LABOR PROTECTION**

### **Article 349. Public Standard Requirements for Labor Protection**

1. The public standard requirements envisaged in the legal and regulatory documents of the Republic of Tajikistan on labor protection determine the rules, procedures and requirements to protection of employees' life and health in the process of employment.

2. Fulfilment of the public standard requirements on labor protection is mandatory for legal and individual entities in all types of activities, including designing, construction (reconstruction) and use of facilities, designing tools, mechanisms and other equipment, development of technological processes and arrangement of industry and labor.

3. The Employer shall be in charge of regular control over the compliance with all requirements, rules and norms of safety in running works and labor protection by employees.

### **Article 350. Compulsory Special and Occupational Training on Labor Protection**

1. Authorized public entity shall ensure training of specialists at general vocational and higher education institutions for operation in the labor protection office.

2. Primary vocational, secondary vocational and higher education institutions shall arrange the Course on labor protection for attendants and students by taking into account the industrial specifics of various economy areas.

3. It is prohibited to grant work permission to individuals, who do not have the necessary occupational training and did not pass labor protection examination according to the determined procedures.

4. Organization's administration is obliged to ensure regular training system for labor protection and staff professional development.

5. Heads of organization, their deputies in charge of labor protection arrangement, heads, specialists of labor protection offices shall attend professional development courses on labor protection not less than once in five years.

### **Article 351. Protection of Labor of Minors, Women and Persons with Disabilities**

Labor of minors, women and persons with disabilities shall be protected by this Code and other legal and regulatory documents of the Republic of Tajikistan.

### **Article 352. Conformity of Industrial Facilities (Work site), Equipment, Technological Processes and Products with Labor Protection Requirements**

1. Projects on construction and renovation of industrial facilities, as well as machines, mechanisms and other industrial equipment and technological processes shall meet the labor protection requirements.

2. Construction, renovation, technical re-equipment of industrial facilities, production and application of new machinery and technologies is prohibited without the state labor conditions examination entity's opinion on conformity of the projects outlined in Article 352.1 with the labor protection requirements as well as without permission of relevant public control agency on compliance with the labor protection requirements is prohibited.

3. New or renovated industrial facilities shall not be launched without the opinion of relevant public control agency on compliance with the labor protection requirements.

4. It is prohibited to apply harmful or hazardous substances, materials, products, goods and services, for which metrological control methods and tools are not developed and their toxicological (sanitary and hygiene, medical and biological) evaluation is not conducted.

5. In case of application of new harmful or hazardous substances not applied in the Organization earlier, the Employer is obliged to undertake measures on protection of life and health of its employees and agree them upon with relevant public control agency on compliance with the labor protection requirements prior to their application.

6. Production tools, mechanisms and other equipment, vehicles, technological processes, materials and chemical substances, local and imported personal and collective protection tools of employees shall meet the labor protection requirements determined in the Republic of Tajikistan and have certificate of compliance.

### **Article 353. Labor Protection Funding Sources**

1. Labor protection funding is ensured from the annually envisaged funds of public budget, employers and other sources not prohibited by the Tajik legislation.

2. Labor protection funding allocated in relevant budgets by a separate line, is spent for maintenance of the labor protection management authorities, research activities and implementation of state target programs on labor protection.

3. Every Organization shall allocate necessary amount of funds for labor protection every year on the basis of collective agreements and contracts. Organization's employees shall not make extra expenditures for this purpose.

4. The amount of expenditures for activities envisaged in Article 353.1 shall be outlined in the collective contract and the Employer document.

### **Article 354. State Examination of Working Conditions**

1. The authorized public entity on labor and employment examines the labor conditions in accordance with the procedures envisaged by the legal and regulatory documents of the Republic of Tajikistan with a view to overseeing the labor conditions and protection, quality of workplace examination for labor conditions, accuracy of reimbursements (compensations) for heavy, harmful and hazardous works, as well as developing proposals on inclusion of organization into the group of occupational hazard based on the outcomes of certification of works on labor protection in organizations.

2. The labor condition examination entity's opinion shall be the tangible ground for the court proceeding of case on liquidation of organization or its unit in case of revealed breach of the labor protection requirements.

3. Labor conditions examination in workplace is conducted during the design of construction and renovation of production facilities, licensing for selected types of activities as well as at the request of judicial authorities, labor protection management entities, employers, unions of employers, employees, trade unions, their associations and other employee representatives.

### **Article 355. Labor Protection in Organization**

1. Labor protection office directly accountable to the Head of organization shall be established to ensure labor protection in organization with more than 50 staff members. In case the employees are less than 50, the Employer makes a decision on establishment of labor protection office or introduction of the position (post) of labor protection officer depending on the nature of organization's operation, or delegates the responsibilities on labor protection to another specialist. Sample regulation of labor protection office within Organization shall be approved by the authorized public entity on labor and employment.

2. Position of medical worker on labor hygiene is introduced within the labor protection service and industrial and sanitary laboratory is established depending on the organization's nature of operation and in case the number of employees exceeds 500 people. In case the number of staff is

lower, but there are hazardous industrial factors, such laboratories can be established by several organizations according to the sphere-centered principle.

3. Liquidation of labor protection office of organizations shall be possible only in case of termination of organization's operation. The issues related to establishment or re-establishment of labor protection office shall be settled by administration, trade union committee or employees representatives.

#### **Article 356. Labor Protection Committees (Commissions)**

1. Labor Protection Committee (Commission) shall be established in organization on the initiative of the Employer or the employees, trade unions or other employee representatives. Its membership includes representatives from employers, trade unions or other employee representatives on parity basis.

2. The Labor Protection Committee (Commission) develops the part of collective agreements and contracts on labor protection, arranges joint actions of employer and employees on compliance with the labor protection requirements, prevention of job-related accidents, occupational diseases as well as inspections of labor conditions and protection in workplace and informing employees about the outcomes of such inspections.

#### **Article 357. Public Oversight of Compliance with Labor Protection Requirements**

1. Public oversight of compliance with rules and norms of labor protection is exercised by the trade unions and other employee representatives, who for this purpose have the right to establish their inspectorate and also select their authorized representatives for labor protection.

2. Inspectors and authorized individuals on labor protection from trade unions and other employee representatives have the right to:

- oversee the compliance with the legal and regulatory documents of the Republic of Tajikistan on labor protection by employers;
- run independent analysis of labor conditions and safety of employees;
- participate in inspection of job-related accidents and occupational diseases and also independently inspect them;
- get information from heads and other officials of organization on labor conditions and protection as well as other job-related accidents and occupational diseases;
- propose request on suspension of works in case of threat to life and health of employees;
- issue orders to employers on elimination of revealed violations of labor protection requirements compulsory for implementation;
- ensure inspection of labor conditions and protection, fulfillment of employers' obligations on labor protection envisaged by collective agreements and contracts;
- participate as independent experts in the activities of commissions on inspection and launch of production facilities and tools;
- participate in development of draft legal and regulatory documents of the Republic of Tajikistan on labor protection and also agree upon them in accordance with the procedures in place;
- apply to relevant authorities to bring to justice the entities, who violated the labor protection requirements and hid job-related accidents;
- participate in settlement of labor disputes related to violation of provisions of this Code and other legal and regulatory documents of the Republic of Tajikistan, commitments on labor protection envisaged in collective agreements and contracts as well as change of employment conditions;
- have other rights and duties envisaged by the legal and regulatory documents of the Republic of Tajikistan.

3. The trade unions and other employee representatives have the right to free inspection of compliance with the labor protection requirements and make proposals to officials to review and eliminate revealed violations of labor protection requirements in a mandatory manner.

#### **Article 358. The Rights of Public Inspectors on Labor Protection**

Public inspectors on labor protection have the right to:



- protect employees' rights to labor protection before the Employer through public oversight for compliance with legal and regulatory documents of the Republic of Tajikistan, and collective agreements and contracts to ensure labor safety, labor conditions and occupational safety in organizations;
- participate in the inspection of job related accidents and labor safety conducted by government labor inspectors;
- obtain information and explanation, including information in writing from the Employer and other officials of organization on implementation of their duties;
- oversee the implementation of the Employer's commitments set out in collective agreements and contracts on labor protection;
- submit to officials proposals to eliminate the existing shortcomings revealed as a result of inspections;
- participate in the activities of commission for inspection and acceptance of production facilities and tools for further application;
- participate in drafting legal and regulatory documents of the Republic of Tajikistan on labor and labor protection and make proposals [on their improvement];
- apply to relevant public authorities to bring the Employer and other officials of organization to justice for violation of legal and regulatory documents of the Republic of Tajikistan on labor, occupational safety and labor protection, provisions of collective agreements and contracts, including concealment (hiding) of job-related accidents and occupational diseases;
- participate in discussions of labor disputes related to the change of labor conditions, violation of provisions of the legal and regulatory documents of the Republic of Tajikistan on labor, occupational safety and protection, failure to comply with the commitments envisaged in labor contracts, and collective agreements and contracts;
- appeal to court with the employee's application for protection of employees' rights to compensation of damage caused as a result of getting disability or other damage to health related to fulfillment of employment duties and other cases of humiliation of employees' rights to labor, occupational safety and protection.

## **SECTION VI. FINAL CLAUSES**

### **CHAPTER 39. SOCIAL INSURANCE**

#### **Article 359. Types of Social Insurance**

1. The following types of staff social insurance are provided:
  - public social insurance;
  - voluntary (private) social insurance.
2. The public social insurance is applicable to all individuals working on the basis of labor contract without any exception. Public social insurance fund is comprised of the contributions made by the Employer, public budget funds and other sources not prohibited by the legislation of the Republic of Tajikistan.
3. Employees pay their contribution to authorized public entities on social insurance and pension in accordance with the procedures and scope as defined by the legislation of the Republic of Tajikistan.
4. Voluntary (private) social insurance is ensured through private insurance funds established by organizations, groups of people and nongovernmental organizations.

#### **Article 360. Types of Support from Public Social Insurance**

1. The public social insurance funds is spent for payment of allowances (allowances for temporary disability, pregnancy and birth, funeral, family and other allowances envisaged by the legal and regulatory documents of the Republic of Tajikistan), in case a family is left with no breadwinner, for the length of service of a selected group of employees, for sanatorium and resort treatment and arrangement of leisure of staff and their family members, diet food, medical service proportionate to

the insurance share for other payments aimed for preventive and recreational activities as defined by the legislation of the Republic of Tajikistan. It is prohibited to spend the public social insurance funds for the purposes not envisaged by the legislation of the Republic of Tajikistan.

2. If the Employer has a debt before the public social insurance fund, this does not deprive the Employee of his/her rights to support from the public social insurance funds.

3. The labor contract, collective agreements and contracts may envisage higher amount of payments and additional social allowances at the expense of the Employer's internal resources and voluntary contributions/donations of staff.

## **CHAPTER 40. OVERSIGHT IN LABOR SECTOR**

### **Article 361. Oversight of Compliance with Labor Legislation of the Republic of Tajikistan**

Authorized governmental and nongovernmental agencies ensure oversight of compliance with the labor legislation of the Republic of Tajikistan in accordance with the procedures envisaged by this Code and other legal and regulatory documents of the Republic of Tajikistan.

### **Article 362. Government Control of Occupational Safety in Industry and Mining**

Authorized government authorities of the Republic of Tajikistan for oversight of occupation safety in industry and mining and local authorities ensure governmental control of compliance with the occupational safety rules.

### **Article 363. Public Oversight of Compliance with Labor Legislation of the Republic of Tajikistan**

1. Trade unions, inspectors and commissions of relevant selective authorities of the trade unions of organization or other employee representatives ensure public oversight of compliance with the labor legislation of the Republic of Tajikistan and labor protection rules.

2. Public sanitary inspectors of organizations carry out public sanitary oversight.

## **CHAPTER 41. FINAL CLAUSES**

### **Article 364. Liability for Non-compliance with This Code**

Individual and legal entities shall be liable for non-compliance with the requirements of this Code in accordance with the legislation of the Republic of Tajikistan.

### **Article 365. Invalidation of Some Legislative Documents of the Republic of Tajikistan**

Labor Code of the Republic of Tajikistan adopted by the Law # 417 of the Republic of Tajikistan of 15 May 1997, (Akhbor of Majlisi Oli (Parliament) of the Republic of Tajikistan, 1997, №9, Art. 112, Art. 113; 1998, #23 – 24, Art. 340; 1999, #5, Art. 69; 2002, #4, Art 185.1; 2004, #5, Art. 337; 2006, #3, Art. 152, #4, Art. 195; 2009, #5, Art. 320; 2010, #7, Art. 545, Art. 549; 2011, #3, Art. 151, #12, Art. 842; 2012, #8, Art. 817; 2013, #7, Art. 509), the Law # 517 of the Republic of Tajikistan of 19 May 2009 «On Labor Protection» (Akhbor of Majlisi Oli of the Republic of Tajikistan, 2009, #5, Art. 324; 2012, #8, Art. 819) and the Law #202 of the Republic of Tajikistan of 28 June 2006 «On Social Partnership, Collective Agreements and Contracts» (Akhbor of Majlisi Oli of the Republic of Tajikistan, 2006, #7, Art. 350) are to be acknowledged as invalid.

### **Article 366. Procedure of Effectiveness of this Code**

This Code shall be effective after its official publication.

**President of the Republic of Tajikistan**

**Emomali Rahmon**

**Dushanbe**

**23 July 2016, # 1329**