



Navigating Employment Law in Georgia

More Information

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Important Notice

The purpose of this guide is to offer you a general comprehension of the current labour legislation in Georgia. Please note that the information provided is a general overview and should not be considered legal advice.

GrowMore Recruitment shall not be held accountable for any resulting losses. It is advisable to consult with a qualified legal professional for specific guidance on employment laws and regulations in your jurisdiction.

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1. Understanding Employment Law: Origins, Coverage, and Fundamental Principles

1.1 Origins of employment law

The primary sources of employment law in Georgia encompass the Constitution, the Labour Code (referred to as the "Code"), the Civil Code, and the Law of Georgia On Occupational Safety. Additional significant regulatory documents include the Law of Georgia On Labour Migration and Decree No. 417 issued by the government of Georgia on August 7, 2015, which pertains to the employment of migrant workers (referred to as "Decree No. 417"). Separate laws and regulations are applicable to civil servants, which are not covered in this guide. The Civil Code is relevant to labour-related matters not governed by the Code or other specialised regulations.

1.2 Code applicability prerequisites

According to Article 1(1) of the Code, it "regulates labour and its concomitant relations in the territory of Georgia, unless otherwise governed by another special law or international agreement of Georgia." This article establishes a two-part test to determine the applicability of the Code. The first part, concerning "labour and its concomitant relations," defines the material scope, while the second part, referring to "in the territory of Georgia," specifies the territorial scope of the Code.

When analysing whether a specific relationship falls under the purview of the Code, the examination typically begins with the first part of the test. The Code defines labour relations as "work carried out by an employee for an employer under organised labour conditions in exchange for remuneration."

However, the Code does not explicitly define "concomitant relations," leaving room for interpretation as to whether a relationship qualifies as such.

If the analysis determines that a relationship satisfies the aforementioned definition, the conditions for the material scope are met. Regarding the second part of the test (i.e., the territorial scope), as stated in Article 1(1) of the Code, it applies to labour and its concomitant relations within the territory of Georgia.

In the majority of cases where both the employer and the employee are based in Georgia and the work is performed in Georgia, the second part of the test is easily satisfied. However, determining whether such relations are taking place in Georgia is not always straightforward. The wording of the article allows for interpretation regarding the extent to which the Code applies to cross-border labour relations.



1.3 Fundamental principles of employment law

Prohibition of discrimination:

One of the most significant principles outlined in the Code is the prohibition of discrimination, which applies not only to labour relations but also to the pre-contractual stage, including job advertisements and the selection process. The Code prohibits discrimination based on various grounds, such as race, skin colour, language, ethnicity, social status, nationality, origin, material status, place of residence, age, sex, sexual orientation, marital status, disability, religious beliefs, social or political affiliation, including trade unions, political opinions, or other factors. It's important to note that differentiation based on the essence or specific nature of the work, the conditions of its performance, or achieving a legitimate objective through proportionate and necessary means does not qualify as discrimination. This exception holds particular significance during the pre-contractual stage.

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Prohibition of sexual harassment:

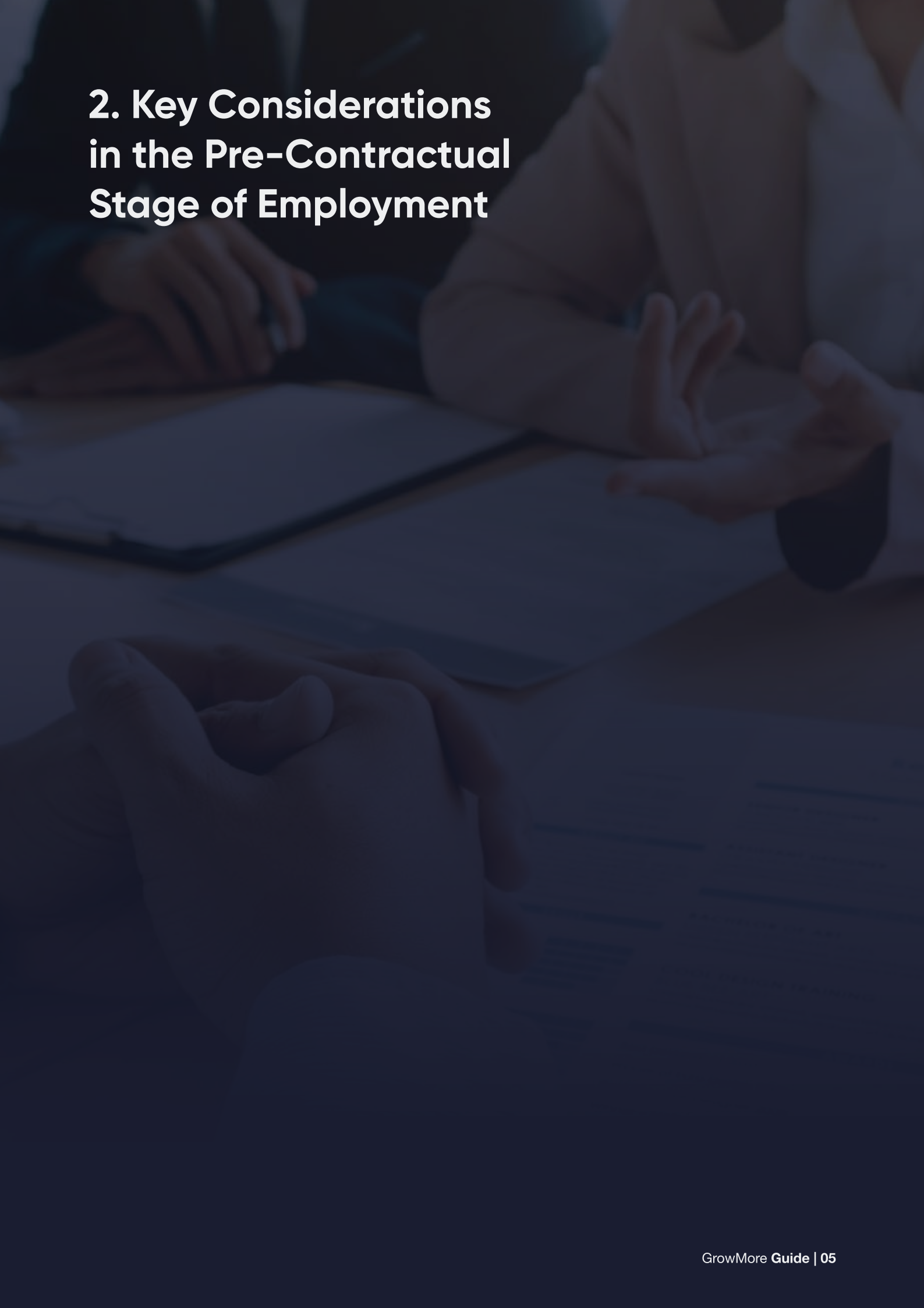
Recent amendments to the Code introduced the concept of "sexual harassment," which refers to unwanted conduct of a sexual nature aimed at violating a person's dignity and creating an intimidating, hostile, humiliating, degrading, or offensive environment.

Equal treatment:

Another important principle of the Code is the principle of equal treatment. At the pre-contractual stage, employers are required to inform candidates about the relevant provisions of Georgian legislation concerning equal treatment and the available legal remedies. Employers must also take steps to ensure that the principle of equal treatment is followed in the workplace. This includes incorporating anti-discrimination provisions into internal labour regulations, collective agreements, and other documents and ensuring their observance.

Non-deterioration of the employee's position:

Lastly, the underlying principle of the Code is that an employment contract should not place an employee in a worse position than the minimum standards established by the Code's provisions. This principle ensures that employees' rights and entitlements are protected.



2. Key Considerations in the Pre-Contractual Stage of Employment

2.1 Legally required candidate information

During the pre-contractual stage, employers have the right to obtain information about candidates, but certain limitations exist regarding the extent of the information that can be requested. The requested information should be pertinent to the candidate's ability to perform the duties of the specific position and make informed decisions. Employers also have the right to confirm the veracity of the data submitted by candidates. Unsuccessful candidates have the right to request the return of any submitted documents.

It is important to note that employers are prohibited from seeking information about a candidate's religion, faith, disability, sexual orientation, ethnic affiliation, or pregnancy, except when differentiation is necessary, as mentioned in Paragraph 1.3(a) above. The pre-contractual stage concludes with the signing of an employment contract or notifying unsuccessful candidates of the decision not to employ them.

2.2 Employers' responsibilities in providing information

Employers have an obligation to provide certain information to candidates, including a description of the work to be performed, the form of the employment contract (written or oral) and its duration (fixed-term or open-ended), working conditions, the legal status of the employee in labour relations, and remuneration details.

Additionally, during the pre-contractual stage, employers must inform candidates about the provisions of Georgian legislation governing the principle of equal treatment and the available legal remedies related to it.

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3. Employment Contracts and Regulations



There's an exception for labour relations that last up to three months, where an oral contract is permissible.

3.1 Written employment contract

In general, employment contracts need to be in writing. However, there is an exception for labour relations that last up to three months, where an oral contract is permissible.

3.2 Essential terms and conditions

The Employment Code outlines the key elements that should be included in an employment contract, such as:

- Start date and duration of the employment relationship
- Work hours and rest periods
- Workplace location
- Job position and description
- Compensation amount and payment procedure
- Overtime compensation procedure
- Duration and granting procedure for paid and unpaid leaves of absence

3.3 Probationary period

A probationary employment contract can be established; however, this type of contract can only be entered into once, in written form, and should not exceed six months. During the probationary period, the employer has the right to terminate the contract or convert it into a regular employment contract. Special rules apply to the termination of employment contracts during the probation period.

3.4 Working hours

The standard workweek is 40 hours, not including lunches and other rest periods. Exceptions apply to specific industries or operations that require uninterrupted work, allowing a maximum of 48 hours per week. The law provides a list of such industries. Additional regulations apply to employees under the age of 18 and shift workers. It is prohibited to employ minors, pregnant women, women who have recently given birth, or nursing mothers for night shifts (from 22:00 to 6:00).

3.5 Overtime

Working more than 40 hours in a week is considered overtime and should be compensated at a higher hourly rate. Another option is for the employer and employee to negotiate additional vacation time instead of monetary overtime compensation. It is important to note that obtaining the consent of pregnant women, women who have recently given birth, persons with disabilities, or minors is mandatory before requiring them to work overtime.

3.6 Migrant workers

When hiring a migrant worker, "local employers" are obligated to inform the Social Services Agency within 30 days of the start date of the employment contract, per Decree No. 417. The term "local employer" encompasses companies registered in Georgia and representative offices of foreign companies in Georgia. The Georgian Ministry of Internally Displaced Persons from Occupied Territories, Labour, Health, and Social Affairs oversees the Social Services Agency.



4. Leave Entitlements and Maternity Benefits

4.1 Employee leave entitlements

Workers are guaranteed at least 15 days of unpaid leave per year in addition to their 24 paid vacation days. An employment contract can offer additional protections for the employee beyond what the law mandates, but those protections cannot be less generous.



4.2 Maternity (parental) leave entitlements

Employees are entitled to maternity and childcare leave upon request. The duration of paid maternity leave is 730 calendar days, including the duration of the pregnancy and the postpartum period, with 183 calendar days being compensated. The compensation period is increased to 200 calendar days in the event of exceptional circumstances, such as pregnancy complications or multiple births. Employees who adopt a child younger than 12 months old are eligible for 550 calendar days of leave, with 90 calendar days being compensated.

The state of Georgia's budget provides funding for these leaves, with a compensation limit of 1,000 GEL. The parties involved can agree on additional payment arrangements.

5. Employee Rights and Procedures

5.1 Notice of termination

Employment contracts can be terminated based on specific grounds outlined in the Code, including economic circumstances, expiration of the agreement, voluntary resignation, gross violations of obligations, and more. The requirement for advance notice of termination varies depending on the grounds, with a minimum notice period of 30 days and severance pay in certain cases.

5.2 Employee rights and procedures

Employees have the right to receive written substantiation for the grounds of termination and can appeal the dismissal order in court within 30 days. The employer must provide the substantiation within seven days, and failure to do so may shift the burden of proof to the employer.

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5.3 Garden leave

The concept of garden leave, where employees are required to stay away from work during the notice period while remaining on the payroll, is not explicitly prohibited by the Code. This practice allows employers to manage the transition while ensuring employees receive their entitled compensation.





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The legally designated supervisory body has the authority to conduct unannounced inspections, searches, and checks at any workplace with a focus on the implementation of safety measures.

6. On Occupational Safety

6.1 Occupational safety

The law of Georgia "On Occupational Safety" applies to every field of economic activity, ensuring that workplace safety norms are enforced effectively. The legally designated supervisory body has the authority to conduct unannounced inspections, searches, and checks at any workplace with a focus on the implementation of safety measures.

6.2 Management

Employers are required by law to appoint a workplace safety specialist, a qualified individual responsible for implementing and managing workplace safety measures. This obligation extends across all sectors of the economy, emphasising the importance of prioritising workplace safety.

6.3 Registration and compliance

Specific requirements are in place for individuals engaged in severe, harmful, and hazardous activities with increased risk. These individuals must register in the Registry of Economic Activities, as determined by the Government of Georgia. Conducting such activities without proper registration is prohibited, highlighting the significance of adhering to safety regulations.





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