

Russian-European Centre for Economic Policy

POLICY PAPER SERIES

**«DRAFT LABOR CODE OF THE RUSSIAN
FEDERATION»**

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April 2001

The Labour Code of the Russian Soviet Federal Socialist Republic was adopted in 1971. In February 1998, it was amended to bring it in line with the practical needs of the time. Taking into consideration the necessity to adapt the labour legislation to the requirements of the economy in transition, the Supreme Soviet of the RSFSR passed a Resolution, dated 19 April, 1991 on developing a new draft Labour Code that would serve the interests of workers on the one hand and fit the situation of multiple forms of ownership on the other. The urgency of adopting a new Labour Code was stressed in a Decree by the President of the RSFSR, dated 26 October, 1991. A new edition of the Code, titled “The Labour Code of the Russian Federation” (KZoT of the RF) was published in September 1992 and, with all the amendments and addenda introduced since that time, remains effective today.

A radical revision of the labour legislation and adoption of a new Labour Code of the Russian Federation were envisaged by the Programme of Social Reforms in the Russian Federation for 1996-2000, approved by a Government Resolution, dated 26 February, 1997. “The Plan of Actions in the Areas of Social Policies and Economic Modernization for 2000-2001”, approved by a Government Resolution dated 26 July 2000, also provides for adoption of a new Labour Code of the Russian Federation.

In 1999, when the second State Duma was in its final year, three drafts – by the Government, and by two deputies, T.G. Avaliani and A. G. Golov – were submitted for its consideration.

All the three draft Labour Codes were subject to examination by the legislative and representative bodies of the subjects of the Russian Federation, the Federation Council, most prominent experts in the field, and were discussed during the parliamentary hearings in April and October, 1999. Taking into account the hearings results, the Committee for Labour and Social Policies recommended to the Duma to reject the drafts by the Government and by A.G. Golov. The project by T.G. Avaliani also failed to secure a support by the Committee.

Similar results were produced by the meeting of the WG formed by the Committee for Labour and Social Policies of the third Duma held on the 10 of April.

Let us examine the draft by the Government first. It was noted during the discussions that its concept does not offer solutions to many legal problems of labour relations, such as application of lawsuit norms in the process of resolving labour disputes, regulation of workers’ participation in companies’ management, employer’s liabilities for wage arrears, and guarantees for wage payments in cases of employers’ insolvency. The proposed extending of normal working hours “at the worker’s initiative” destroys the rules that regulate overtime arrangements and, in fact, brings back the 12-hour working day and 56-hour working week (amendments by the Ministry of Labour and Social Development introduce the notion of “in-company multiple job holding” which, however, fails to resolve the above problems). The Government’s draft lacks the basic principles of social insurance, employment promotion and prevention of unemployment that are essential labour rights guarantees by the state. The weaknesses of the present procedure of resolving labour disputes remain intact. Under the conditions of inadequate enforcement of labour legislation by the state and underdeveloped and overloaded judicial system, it is hard to find any justification for depriving trade unions and workers of the decisive vote in the matters related to defining and changing of working conditions and dismissals at the employer’s initiative. The draft ignores a whole range of the internationally accepted labour rights.

The drafts submitted by deputies T.G. Avaliani and A.G. Golov have such serious shortcomings that prevent them from being considered as real alternatives to the draft by the Government. For example, the draft by A.G. Golov contains only two out of the four supposed parts of the Code which does not allow one to make a proper assessment of the document and, besides, to a large extent, just repeats the clauses of the draft by the Government. The draft by T.G. Avaliani does not

reflect the changes in the present-day social and economic relations and, in fact, calls for bringing back the 1971 text of the Labour Code of the RSFSR amended to give wider rights to workers' collectives. Overall, both of the drafts have been assessed negatively by the legislative and representative bodies of the subjects of the Russian Federation, and the committees of the State Duma and the Federation Council.

It should be noted that the draft by the Government was praised during the discussions as having a number of advantages over the alternative variants, first of all, in terms of being very thoroughly developed. At the same time, the unanimous opinion was that it could not be adopted in the first hearing without further elaboration of the concept. The Government representatives participating in the discussions agreed that the draft needed to be worked on. However, the draft remained unchanged, in spite of the fact that the government was given time to consider all the proposals and recommendations received by the State Duma and assured of every assistance (including that within the framework of the Federal Commission).

Under the circumstances, in May 2000, eight Deputies to the State Duma, representing various parliamentary factions and groups (T.T. Saikin, A.K. Isaev, A.I. Lukianov, A.S. Ivanov, L.N. Yarkin, G.B. Mirzoev, V.V. Grebennikov, V.V. Ryazansky), introduced their own draft Labour Code of the RF. The draft offers guarantees of labour rights and is aimed to provide protection of the rights of both workers and employers. Its provisions are in line with the Constitution of the Russian Federation, the federal laws in force, the ILO Conventions and international treaties and agreements to which Russia is a party.

The draft was produced through making changes to and amending the effective Labour Code of the RF. It is designed to retain and further develop the valuable experience of regulating labour relations accumulated by the Labour Code in force and to resolve the recently emerged problems such as wage arrears, mass-scale labour force reductions, employers' dictate in the labour market in the situation of growing unemployment, and some others.

The draft proceeds from the premise that development of the labour legislation shall not outpace significantly the process of transition to the market economy. Inertia of both the public conscience and some elements of the legal system (supervision and control over implementation of the law, resolving labour disputes, local and contractual rule-making, etc. Otherwise, it would be impossible to ensure the necessary efficiency of the labour legislation, to preserve the equilibrium of the interests of workers, employers and the state. In other words, it is necessary to provide for continuity when replacing the KZoT of the RF with the Labour Code which might take the form of maximum use of the established notions, principles and structure. The Labour Code that is replacing the effective KZoT of the RF shall become a legislative act for the period of transition.

Discussions over the document have demonstrated its advantages over the Government draft. Comments and recommendations have been put forward by the legislative bodies of 47 subjects of the Russian Federation. Only two of them assessed the draft negatively.

The following bodies have approved the concept of the draft presented by the deputies in general and made specific suggestions on how to finalize its development: the Committee for Social Policies of the Federation Council, the Supreme Court and the Supreme Court of Arbitrage, the Legal Department of the Federation Council and the Legal Department of the State Duma.

Most of the reports by the experts reviewing the draft have been positive. It is noted in the opinion by the Institute of Legislation and Comparative Jurisprudence under the Government of the Russian Federation that the draft is a compromise opening a real opportunity to come to a consensus when debating it.

By contrast, it is said in the opinion by the Government of the RF that the authors have ignored the recent changes in the RF economy and that the draft is not capable of solving the basic problems in reforming the labour legislation. Most of the comments are of technical nature, while the Government is most seriously opposed to the proposed higher level of employers' (including the state) responsibility for violations of the labour rights, in particular, to the mandatory payment of interest in cases of wage arrears. Those were the grounds why the Government have refused to back the draft.

On 6 February, 2001 the State Duma passed a decision to review one more draft Labour Code that had been submitted by deputies A.V. Selivanov, M.V. Barszanov, I.V. Lisinenko, K.B. Zaitsev, A.N. Sobolev, I.Y. Dines, A.V. Mitrifanov, and V.N. Bondar.

According to the information by the Duma Committee for Labour, Social Policies and Veterans there are 5 draft Labour Codes in the Duma at the moment but none of them have been discussed yet at its plenary meetings. They are scheduled to be reviewed in June-July 2001.

First, it appears that the future Labour Code of the RF shall, similar to the Civil Code of the Russian Federation, contain a well-developed general part. Second, it is necessary to take into account the specific character of labour relations within public organizations (to stress that public employees shall enjoy job security, maximum social guarantees, be guaranteed adequate minimum salaries, pensions, vacations, etc.), on the one hand and those of working outside public sector on the other (the Code shall regulate only basic aspects of labour relations, set the minimum guarantees of workers' labour rights). Under the approach, the Labour Code of the Russian Federation shall, as far as it relates to labour relations within public organizations, be sort of a "code-encyclopedia", that could be used to regulate every aspect of labour relations directly and to curb pressure on the part of employers. As to regulating labour relations in organizations outside the public sector, the new Labour Code shall guarantee observance by employers of the statutory minimum basic labour rights, leaving enough room for the norms prescribed by local regulations and labour contracts.

Table: Variants of Draft Labour Codes

	Avaliani's draft	Draft by trade unions	Effective KZoT	Draft by the Government	Golov's draft	Selivanov's draft
1. Declared aims and objectives	Corpus of statutory labour rights, forms and guarantees for realization of such rights. Labour Code regulates relations between owners and workers in order to realize their interests arising from signing or implementation of labour	Provides state guarantees of labour rights and is aimed at protecting rights and interests of workers and employers. Regulates labour relations of all those working under labour contracts for any organization or an individual entrepreneur or any physical person.	Regulates labour relations of all the workers, promoting higher productivity, quality and efficiency of public production. Sets a high level of working conditions, high degree of protection of labour rights.	Establishes the system of labour rights, provides state guarantees of their observance and protection, regulates relations between workers and employees, arising from signing and implementing of labour contracts, collective and tariff agreements.	Regulates compensated relations that emerge in the process of performing a job by the worker in the interests of and under the supervision of the employer in accordance with a labour contract and individual and collective relations related to it. Establishes unified legal and contractual framework for regulation of labour relations aimed at attaining a balance of economic interests of workers and employers and the society and to protect rights and	Provides state guarantees of labour rights and is aimed at ensuring an optimum equilibrium of the interests of workers, employees and the society as a whole. Labour Code of the Rf regulates relations that emerge when an employee begins working in the interests of and under the control of

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	contracts, collective and tariff agreements.				interests of participants in labour relations.	the employer in accordance with a labour contract as well as relations preceding, accompanying or arising from them.
2.Labour contract	Agreement between worker and employer under which the worker undertakes to perform work requiring a certain profession, position or qualification at a certain place of work (in a certain structural unit), to observe internal rules of the enterprise, while the enterprise undertakes to pay wages to the worker, to provide working conditions envisaged by the legislation, collective agreements and agreements between the parties.	Agreement between worker and employer under which the worker undertakes to perform work requiring a certain profession, position or qualification and to observe internal labour rules of the enterprise, while the employer undertakes to provide the job in accordance with the agreed labour function, to provide working conditions envisaged by the labour legislation and the agreement between the parties, to pay wages timely and fully..	Agreement between worker and employer under which the worker undertakes to perform work requiring a certain profession, position or qualification and to observe internal labour rules of the enterprise, while the enterprise undertakes to pay wages to the worker, to provide working conditions envisaged by the legislation, collective agreements and agreements between the parties.	Agreement between worker and employer under which the worker undertakes to perform work (labour function) requiring a certain profession (qualification required) or position, and to observe internal labour rules of the enterprise, while the enterprise undertakes to provide working conditions envisaged by the legislation and the collective agreement, to pay wages timely and fully and to perform other obligations under the labour contract.	Agreement between worker and employer, undertakes to perform a labour function (work requiring a certain position, profession (with a specified qualification) under the supervision and in the interests of the employer, to observe internal labour rules of the enterprise, while the employer undertakes to organize the work process and to provide the worker with the job, materials necessary to perform the work and working conditions envisaged by the laws and other normative acts, agreements, collective agreements and agreements between the parties to the contract and to pay wages timely.	Contract between worker and employer under which the worker undertakes to perform work requiring a certain profession, position or qualification (if any is applicable to the position), and to observe internal labour rules of the enterprise, while the employer undertakes to organize work, to pay wages to the worker and to provide working conditions envisaged by the labour legislation and agreements between the parties.
3.Employee	The term “enterprise” is used It implies enterprises,	Legal person, or any other organization entrusted with the right to conclude	No definition is given. However, the terms “enterprise,	Legal person or any other organization that shall not necessarily be a	Physical person, a federal or municipal body, a legal person concluding with workers labour contracts under	Legal person or any other organization that shall not necessarily be a

	departments and organizations of every form of ownership. The term “administration” means “owner’s representative”	labour contracts with workers or an individual entrepreneur or any other physical person that has concluded in cases provided for by the legislation, contracts with worker and establishing with him labour relations. Rights and obligations of employer are exercised by head of the organization and other officers or by a board.	department and organization are used”.	legal person under the law in force, or a physical person that has concluded a labour contract with the worker. As far as labor relations are concerned, rights and obligations belong to head of the organization, other officials and boards.	which it provides jobs, pays wages, and organises work process. As officials are considered all managers having the right to issue mandatory orders to workers. As employer is considered an officer having the right to conclude, amend and terminate labour contracts.	legal person under the RF legislation in force, an autonomous structural unit of an organization, a physical person that provides worker with the job and concludes with him a labour contract.
4. Worker	No definition provided	A physical person engaged in labour relations with an employer on the basis of a labour contract and directly performing the labour function (work requiring a certain profession, qualification or position) and observing the internal rules of the enterprise.	No definition provided	A citizen of the RF or a foreign citizen or a person having no citizenship that is engaged in labour relations with an employer on the basis of a labour contract.	A physical person deemed capable under the labour legislation in force who has concluded a labour contract with an employer on performing a labour function through his/her personal effort, and who earlier has been in labour relations with an employer.	“Worker” is a physical person who has concluded a labour contract with an employer.
5. Form and procedure of signing a labour contract	A labour contract shall be normally concluded in writing. The moment of signing the labour contract shall be considered as the actual beginning of work whether the recruitment procedure has been duly completed or	A labour contract shall be normally concluded in writing in two copies and signed by the parties. One copy shall be handed over to the worker, the other kept by the employer. . A labour contract that has not been duly completed shall be considered as concluded if the worker began to work with the	A labour contract shall be normally concluded in writing. The moment of signing the labour contract shall be considered as the actual beginning of work whether the recruitment procedure has been duly completed or	A labour contract shall be normally concluded in writing in two copies and signed by the parties One copy shall be handed over to the worker, the other kept by the employer. A labour contract that has not been duly completed shall be considered	An employer shall conclude a labour contract in writing not in three days from the moment of commencing of the work at the latest. The labour contract shall be concluded in two copies (in three copies in cases where the employer is a physical person) and signed by the parties concerned. Signatures by the worker and the employer shall be verified with the employer’s seal or the	A labour contract shall be concluded by agreement between the worker and the employer. A labour contract shall be concluded in two copies in writing and signed by the parties. One copy shall be handed over to the worker, the other kept by

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	not.	privity of or under instructions by the employer or its representative or any other officer having the right to recruit personnel. In such a case the employer shall conclude with the worker a labour contract in writing in three days from the moment the work actually commenced	not.	as concluded if the worker began to work with the privity of or under instructions by the employer or its representative. If a worker has actually been given permission to work the employer shall conclude with him/her a labour contract in writing in three days from the moment the permission was given at the latest.	seal of the authorized labour bodies. One copy shall be handed over to the worker and the second - kept by the employer, and the third (in cases where the employer is a physical person) - by the authorised labour bodies. Signing of a labour contract shall be considered as an actual permission to commence work.	the employer. Labour contract becomes effective from the day the work actually commences, unless otherwise established by the contract. In cases where the worker began performing the job in the absence of a written contract and without an explicit disagreement on the part of the employer, the contract shall be considered to be in force from the day the work commenced. In such a case the employer shall conclude a labour contract in writing with the worker not later than in six calendar days from the moment the work commenced.
6. Conclusion of labour contracts for a specified period of time	A labour contracts can be concluded for a period of up to 5 years of for the period of performing a certain job. A labour contract shall be concluded for a specified	A labour contracts can be concluded for a period of up to 5 years of for the period of performing a certain job. A labour contract shall be concluded for a specified period of time in cases where labour relations cannot be established for an	A labour contracts can be concluded for a period of up to 5 years of for the period of performing a certain job. A labour contract shall be concluded for a specified	A labour contract can be concluded for a period of up to 5 years. A labour contract shall be concluded for a specified period of time in cases envisaged by the federal legislation or at the insistence of	A labour contract shall be concluded for a specified period of time in cases where labour relations cannot be established for an unspecified period of time in view of the nature of the work to be performed or conditions of its performance by an agreement between the worker and the employer, and in cases	Labour contract shall be concluded for a definite period of time or for the period of performing the job in cases where labour relations cannot be established for an indefinite period in view

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	<p>period of time in cases where labour relations cannot be established for an unspecified period of time in view of the nature of the work to be performed or conditions of its performance or the interests of the worker and in cases specifically provided for by the effective federal legislation, collective and tariff agreements. If upon the expiration of the labour contract the labour relations are actually continued and none of the parties concerned does not demand their termination the contract shall be considered as extended for an unspecified period of time</p>	<p>unspecified period of time in view of the nature of the work to be performed or conditions of its performance and in cases specifically provided for by the effective federal legislation. The list of such cases is extended to some degree covering elective salaried positions held for a specific period of time, periods of temporary performing of work outside normal activities of the employer, periods of temporary work related to production operations that are known to be short, etc.</p>	<p>period of time in cases where labour relations cannot be established for an unspecified period of time in view of the nature of the work to be performed or conditions of its performance, or the interests of the worker or in cases specifically provided for by the effective federal legislation. An exhaustive list of such cases is provided. If upon the expiration of the labour contract the labour relations are actually continued and none of the parties concerned does not demand their termination the contract shall be considered as extended for an unspecified period of time</p>	<p>the worker or when labour relations cannot be established for an unspecified period of time in view of the nature of the work to be performed including cases where no date can be established for its completion. The list of grounds for conclusion of contracts for specified periods of time is extended to cover intellectual workers, theater, circus, and cinema personnel, professional sportsmen and persons directly providing services to elected representative bodies, etc.</p>	<p>specifically provided for by the effective federal legislation . A labour contract shall be concluded for for the period of performing a certain work in cases where the exact date of completion of the work cannot be established.</p>	<p>of the character of the future work or conditions of performing it, or by an agreement between the worker and the employer, and in cases directly provided for by the present Code and the federal legislation. Labour contract concluded for a definite period of time can after its termination be extended with the worker's consent for another definite or indefinite period. By a court's ruling a contract can be declared indefinite if it is proved that the contract was signed by the worker or by the employer under the conditions of coercion, concealing or distortion of information.</p>
7.Terminat	A labour	A labour contract	A labour	A labour	A labour contract	Termination of

<p>ion of employment at the initiative of an employer</p>	<p>contract concluded for a definite or indefinite period of time can be terminated before its expiration at the administration initiative only in cases specifically provided for by the federal laws. An exhaustive list of such cases (reduced against that of the KZoT) is provided. Termination of a labour contract is allowed under the condition of obtaining a prior agreement by the trade union or any other workers' representative body.</p>	<p>concluded for a definite or indefinite period of time can be terminated before its expiration at the administration initiative only in cases specifically provided for by the federal laws. An exhaustive list of such cases (essentially similar to that of the KZoT) is provided.</p>	<p>contract concluded for a definite or indefinite period of time can be terminated before its expiration at the administration initiative only in cases specifically provided for by the federal laws. An exhaustive list of such cases is provided.</p>	<p>contract concluded for a definite or indefinite period of time can be terminated before its expiration at the employer's initiative only in cases specifically provided for by the federal laws. An exhaustive list of such cases (extended against that of the KZoT) is provided. Additionally specifies a one-time gross failure to perform working duties and without justifiable reasons and a number of other grounds.</p>	<p>concluded for a definite or indefinite period of time can be terminated before its expiration at the employer's initiative only in cases specifically provided for by the federal laws. An exhaustive list of such cases (extended against that of the KZoT) is provided. Additionally specifies a one-time gross failure to perform working duties and without justifiable reasons and a number of other grounds.</p>	<p>a labour contract at the employer's initiative shall be based on necessity and reason. Necessity means impossibility of retaining labour relations with the worker. Reason means changes in technology, organization of production and work, volume of work, impossibility in view of objective reasons to retain the previous number of workers, unfitness for the job not connected in any way the worker's guilt, an opportunity to replace the worker by a worker having higher qualification, one-time or systematic failure to perform working duties without justifiable reasons on the part of the worker.</p>
<p>8. Multiple job holding</p>	<p>Not mentioned</p>	<p>Mentioned but no definition and no regulation rules are provided</p>	<p>Not mentioned</p>	<p>An employer shall, at the worker's request, give him/her a permission to</p>	<p>“Holding more than one job at a time means work performed by workers in addition to their main regularly paid jobs and in time periods</p>	<p>Not mentioned</p>

				perform additional work outside normal working hours inside the enterprise. Work outside normal working hours shall not last for more than 4 hours a day and 16 hours a week. Multiple job holding inside the enterprise shall not be permitted in cases where the personnel work short hours.	other than those required to perform the main jobs under the contract of employment.	
10.Overtime	Administration can resort to overtime only in exceptional cases envisaged by the legislation in force and by an agreement with the trade union or a representative body of the workers. An exhaustive list of such cases (reduced against that of the KZoT) is provided. Overtime work shall not last for more than four additional hours above the normal hours for each worker	Employer can resort to overtime only in exceptional cases envisaged by the legislation in force. Overtime work shall be allowed only by an agreement with the trade union or a representative body of the workers. An exhaustive list of such cases (more specific against that of the KZoT) is provided. Overtime work shall not last for more than four additional hours above the normal hours for each worker for two successive days and for 120 hours a year. Limitations to overtime work for some categories of workers remain.	Overtime work is allowed in exceptional cases specifically provided for by the legislation in force by an agreement with an elected trade union body at the enterprise. An exhaustive list of such cases is provided. Overtime work shall not last for more than four additional hours for	An employer can involve the worker in overtime work only with the latter's consent. Overtime work is allowed in exceptional cases. An exhaustive list of such cases (extended against that of the KZoT) is provided. No consent by the trade union is required. Overtime work shall not last for more than four additional hours above the normal hours for each worker for two successive days and for 120 hours a year. Overtime work shall not last for more than four additional hours	Overtime work is allowed in exceptional cases with an agreement by the worker. An exhaustive list of such cases (extended against that of the KZoT) is provided. No consent by the trade union is required. Overtime work carried out at the employer's request shall not last for more than four additional hours above the normal hours for each worker for two successive days and for 120 hours a year. Limitations to overtime work for some categories of employees have been practically removed	Overtime is allowed in exceptional cases only. The list of such cases is provided. It is extended against that prescribed by KZoT. No consent by the trade union is required. Overtime work carried out at the employer's request shall not last for more than four additional hours above the normal hours for each worker for two successive days and for 120 hours a year. Limitations to overtime work for some categories of employees have been

	for two successive days and for 120 hours a year. Limitations to overtime work for some categories of workers have been tightened.		each worker for two successive days and for 120 hours a year. Limitations to overtime work for some categories of workers remain.	for two successive days. For each worker overtime work shall not last for more than 120 hours a year. Limitations to overtime work for some categories of employees have been practically removed.		removed.
11. Downtime payment	Downtime that was not caused through the worker's fault shall be paid at the tariff rate (monthly rate) at the minimum.	Downtime that was not caused through the worker's fault shall be paid at the tariff rate (monthly rate) at the minimum.	Downtime that was not caused through the worker's fault shall be paid at the rate of two-thirds of the hourly tariff at the minimum.	Every hour of downtime that was caused through the employer's fault shall be paid at the rate of two-thirds of the hourly tariff at the minimum	Downtime not caused through the worker's fault shall be paid at the rate of an average earning of the worker at the minimum .	Every hour of downtime that was not caused through the worker's fault shall be paid at the rate of two-thirds of the hourly tariff at the minimum.
12. Liability for wage arrears	Workers have the right to stop working if wages are delayed for more than 5 days from the last day of the month for which the payment is due, the downtime shall be paid at the average daily rate until the wage is paid fully. Interest shall be paid on the delayed wages at the CBR interest rate.	The employer shall pay interest on delayed wages (a monetary compensation in the minimum amount of 2/300 of the CBR refinancing rate per every day of the delay. Other types of employer's liabilities shall be established by a federal law. When wages are delayed for more than 10 days, the worker has the right to stop working for the whole period of delay and the downtime shall be paid for as in cases where it is not the result of the worker's fault.	None	None	Delays in payment of wages shall be considered under the provisions of the Civil Code of the RF as unreasonable enrichment. Compensations of the unpaid wages to workers by employers do not exempt them from responsibilities under the administrative and criminal legislation.	An employer shall be liable under the federal law for deliberate delays in wage payment.

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13. The role of trade unions	The role of trade unions and workers' collective strengthened significantly against that envisaged by the KZoT.	As in the KZoT	Trade unions shall represent the interests of their members in matters of labour and play an important role in regulating labour relations	Rights and responsibilities of trade unions in the area of labour relations shall be specified by a federal law.	Rights and responsibilities of trade unions in the area of labour relations shall be specified by a federal law.	Rights of trade unions and guarantees for their activities are envisaged by a federal law. Trade unions have the right to represent workers who are not members if they are duly authorized to do so.
14. Additional guarantees to the trade union functionaries	Wider than in KZoT	As in KZoT	Workers elected to work in trade union bodies cannot be dismissed at the employer's initiative, transferred to another job, be subject to a disciplinary measure without prior consent by the trade union and enjoy some other privileges.	None	As in KZoT, except for cases of worker's fault.	None
15. Privileges and guarantees	Introduces additional privileges and guarantees for wider range of categories of workers and additional responsibilities for employers	As in KZoT	Introduces privileges and guarantees for certain categories of workers.	Significantly reduces privileges against KZoT. Guarantees, for the most part, are preserved.	Privileges are reduced partially against KZoT. Guarantees, for the most part, are preserved.	Range of privileges has been significantly reduced against those in the KZoT. Guarantees preserved.
16. Specific	Universal	Specifics of work for employers-	Universal	Specifics of work for	Specifics of work for employers-physical	Specifics of labour of

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characteristics of employer and labour		physical persons taken into consideration partially		employers-physical persons and of work performed by persons of certain professions taken into consideration partially.	persons and at small enterprises (up to 6 employees) taken into consideration.	persons working for employers-physical persons taken into consideration partially.
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