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# The Law of the Azerbaijan Republic About Individual Labour Contracts

## Chapter I. General Provisions

### Article 1. The Aim of the Law

1. The present Law regulates the order of conclusion of individual labour relations between citizens and employers, the termination of the said relations, change of their conditions at the enterprises of all kinds of property, economic and legal subordination and organisational- legal subordination, created and operating in the Azerbaijan Republic (hereinafter referred to as - «Enterprises»).
2. The Law assigns rights and responsibilities of employees, employers, states and state bodies in part of individual labour contracts in accordance with the General Declaration of Human Rights, conventions of the International Labour Organisation and corresponding international treaties with participation of the Azerbaijan Republic.

### Article 2. Basic definitions

#### **Basic definitions of the present Law are as follows:**

**Enterprise** - is an independent economic entity of any kind of property and organisational- legal subordination, having the status of a corporate body, created and operating in accordance with the legislation of the Azerbaijan Republic, where employees execute works (render services) , stated in individual labour contracts according to their profession, speciality, qualification and get remuneration for the labour, intended to get profit by means of production (service-rendering);

**Establishment, Organisation** - is a state body, public association, a trade union, political parties, religious association or another institute, having the status of a corporate body, created and operating in the order, foreseen by the legislation, which general aim does not consist in the gaining of profit;

**Working place** - the place, where an employee executes works (renders services), stated in the individual labour contract according to his profession, speciality, qualification, and gets remuneration for it;

**Employee** - is a natural person, working at the enterprise of any kind of property and organisational-legal subordination under the labour contract in accordance with his profession, speciality, qualification;

**Employer** - is an owner or the leader authorised by the owner, or an authorised body, as well as any person, executing legally permitted business activity, enjoying the right to conclude and cancel individual labour contracts, change their conditions at the enterprises of all organisational-legal form;

**Representative body of employees** - is an organisation (association), created by voluntary joining of employees to protect their labour, social, economic rights and legal interests, and operating on the basis of the Articles and corresponding legislation;

Representative body of employers - is a union or association, created by voluntary joining of employers to protect their social - economic rights, connected to business activity, and interests, related to the relations of ownership, production and labour relations, and operating on the basis of Articles and corresponding legislation;

Individual labour contract - is a written contract, concluded between the employer and employee and reflecting the character of labour relations, rights and duties of the parties (hereinafter referred to as «individual labour contract»);

Labour function - is a combination of works (services), stipulated by the individual labour contract, which the employee should execute (render) in accordance with one or several positions, specialities or professions. The amount of labour function is regulated by the individual labour contract according to the General Directory of Tariffs and peculiarities, ratified in the legally established order.

Working conditions - is a unity of legally established conditions or conditions, stipulated by individual and collective labour contracts, which provide the efficiency of labour function execution, - the amount and order of remuneration, working place, working time, time for rest, insurance of employees and other social factors, as well as labour protection, safety conditions, sanitary of production and other production and non-productions factors.

### **Article 3. Normative-legal acts, regulating individual labour contracts**

1. The normative-legal acts, regulating individual labour contracts, include:

- The present Law;
- The Code of Laws about Labour of the Azerbaijan Republic;
- The Law of the Azerbaijan Republic «About collective agreements and contracts»
- The Law of the Azerbaijan Republic «About Settlement of individual labour disputes»
- The Law of the Azerbaijan Republic «About leaves»
- Instructions of the President of the Azerbaijan Republic related to labour legislation;
- Resolutions of the Cabinet of Ministers of the Azerbaijan Republic, adopted in accordance with the present Law;
- Normative-legal acts, adopted by the bodies of legislative and executive power of the Nakhchivan Autonomous Republic in accordance with the present Law;

Normative-legal acts on labour and social issues, adopted by the executive power bodies of the Republic within the limits of their authorities.

2. If the rules, established by the corresponding international treaties of the Azerbaijan Republic, related to labour and social issues are different from the rules, stipulated by the present Law, the rules of international treaties are applied.

### **Article 4. Working places, the present Law applies to**

1. The present Law is applied to all enterprises, that have been registered in the Azerbaijan Republic in the legally established order, and operating on the territory of the Azerbaijan Republic and outside independent of the form of property or organisational-legal form.

2. The effect of the present Law extends to all persons, executing labour functions at home from raw materials, production means of the enterprise.

3. The present Law is applied at the working places, found in the Azerbaijan Republic by the corresponding foreign states, their citizens or corporate bodies, international organisations, as well as persons without citizenship, and operating in the legally established order, unless otherwise stipulated by the provisions of treaties of the Azerbaijan Republic with foreign states and

international organisations.

4. The effect of the present Law extends to government employees with consideration of peculiarities of the legislation about government service.

### **Article 5. Persons and kinds of work not effected by the present Law**

The present Law does not extend to:

- serving soldiers;
- judges;
- lawyers;
- attorneys, their deputies and assistants, preliminary investigators;
- persons, occupying positions (executing works) connected with the election to legislative bodies and self-managing local power bodies;
- kinds of work, executed under civil-legal agreements (contract, instruction, commission, author).

### **Article 6. Legal and contractual regulation of labour relations**

1. Labour rights of employees and the minimum level of guarantees connected with them are provided with the normative-legal acts, enumerated in the article 3 of the present Law.

2. Labour relations appear at the conclusion of the individual labour contract.

3. Working conditions, established in collective contracts (collective agreements) can include labour, social-economic, material-domestic and other relations in addition to those, stipulated by the legislation.

It is inaccessible to include into the individual contract the terms, worsening the state of the employee as compared with the acting legislation, collective contract or collective agreement. The material damage, caused to the employee as a result of application of the said conditions, is recompensed in the obligatory order and in the full amount.

4. The terms of the collective contract (collective agreement) cannot be changed in the unilateral order, unless otherwise stipulated by the legislation, individual labour contract or collective contract (collective agreement).

### **Article 7. Inadmissibility of discrimination at the appearance, change and termination of labour relations**

1. During the appearance, change and termination of labour relations it is strictly prohibited to display any discrimination in relation to employees in connection with their citizenship, male, race, nationality, language, place of residence, property status, social origin, age, marital status, religion, political views, belonging to trade unions or other public organisations, business viewpoint, convictions or other factors, not connected to business qualities, labour results, professional skills, as well as direct or indirect establishment of privileges and restriction of rights on the basis of the said factors.

2. Privileges, established by the labour contracts to women, the disabled, minors and persons in need of social protection, are not considered to be a discrimination.

3. The employee, whose rights are restricted during labour relations or who is otherwise discriminatorily treated, is entitled to apply to court.

### **Article 8. Prohibition of forced labour**

1. The forced labour, i.e. compulsion to execute works with use of force, threat of penalty, including cases of strengthening the labour discipline, is prohibited.
2. The forced labour is permitted on the basis of corresponding legislation in connection with military or extraordinary situation, in works conducted under the supervision of corresponding state bodies, during the execution of court sentence.

### **Article 9. General rights and duties of an employee**

1. General rights of an employee in labour relations are as follows:

- conclusion of the individual labour contracts in accordance with his speciality, qualification, profession, free choice of a kind of labour and place of work;
- work in conditions, providing the safety of his health and labour;
- acceptance of remuneration for his labour according to the labour function executed and business skills, results of labour, professional skills, in the amount not less than the minimum sum, established by the legislation;
- non-excess of the length of the working day, established by the legislation;
- reduced working day at working place on professions and branches, established by the legislation;
- weekly days off, established by the legislation;
- annual paid leaves, and in corresponding cases - social leaves with length not less that the period, established by the legislation;
- improvement of professional skills, mastering of new speciality and increase of qualification;
- compensation of the damage, caused to his property and health during the execution of labour function;
- entering the trade unions or other representative bodies of employees, as well as public organisations;
- appeal to court for the protection of trade rights, acceptance of efficient juridical aid;
- provision of pensions and social protection in cases and on terms, stipulated by the legislation.

2. General duties of an employee in labour relations:

- due execution of labour function, determined by the individual labour contract;
- observance of labour discipline and regulations of the routine;
- observance of norms of safety rules;
- responsibility for material damage, caused to the employer;
- protection of commercial secrets of the employer in the established order and on the established terms;
- respect of labour rights and legal interests of other employees;
- execution of resolutions on labour disputes, issued by the court and other bodies;
- fulfilment of the labour legislation requirements.

### **Article 10. Rules of calculation the periods, established by the present Law**

1. The beginning of periods, connected with the appearance or termination of rights and duties, established by the present Law, is considered to be the day following the fixed calendar one.
2. The period, calculated in weeks, months and years terms, is accepted to be the day of the week, month or year.
3. If the last day of the period falls to the non-working day, the day following it is considered to be the last day of the period.

### **Article 11. The activity of self-management bodies at the enterprises**

1. Representative bodies of employees can function at the enterprises.

2. The activity of political parties is inadmissible at the enterprises.

## **Chapter II. The rules of individual labour contracts conclusion**

### **Article 12. Parties to the individual labour contract**

1. The parties to the individual labour contract are considered to be the employer and employee.
2. Any person, achieving the age of 14, is entitled to be a party to the labour contract.
3. The parties to the individual labour contract can also be foreign citizens and persons without citizenship, unless otherwise stipulated by the provisions of the law and international treaties with participation of the Azerbaijan Republic.

### **Article 13. The contents of the individual labour contract**

1. The contents of the individual labour contract are determined by the consent of the parties with observance of legislation requirements.
2. The following terms and data are to be noted in the individual labour contract:
  - a) name, patronymic, surname and the address of the employee;
  - b) name, patronymic, surname and the address of the employer;
  - c) working place of the employee;
  - d) labour function of the employee;
  - e) working conditions of the employee;
  - f) the term of the individual labour contract;
  - g) the date of conclusion of the individual labour contract and the date, when the employee should start his work;
  - h) additional terms, fixed by the parties.
3. Individual labour contracts, lacking any of the provisions, foreseen by the paragraph 2 of the present article, are considered void. The said term (terms) is to be included into the individual labour contract by the employer from the moment, when its lack has been found. In this case the contract is considered void from the date of its conclusion, unless there is another agreement between the parties.
4. During the conclusion of the individual labour contract and in the process of labour relations it is not permitted to reduce the level of guarantees, established for employees by the legislation of the Azerbaijan Republic.

### **Article 14. The duration of the individual labour contract**

1. The individual labour contract can be concluded without preliminary determination of its duration (open-end) or for the period of 5 years (terminal).
2. If the duration is not mentioned in the individual labour contract, such contract is considered open-end.

3. Open-end individual labour contract cannot be replaced with a terminal one in the unilateral order without consent of both parties.
4. Terminal individual labour contract is concluded, if in connection with the character of labour function, the terms of its execution (seasonal work, substitution of the temporary absent employee), or interests of the employee the conclusion of an open-end contract is impossible, and in cases, directly stipulated by the legislation.

### ***Article 15. The order of conclusion of the individual labour contract and amendments to it***

1. The individual labour contract is concluded in written form with indication of additional working conditions, foreseen by the paragraph 2 of the article 12 of the present Law and agreed by the parties, labour functions and duties of the parties.
2. The conclusion of the individual labour contract with teenagers of 14 and 15 is permitted with written consent at one of their parents, guardians or person, substituting the latter by law.
3. The individual labour contract is concluded not less than in three copies and certified by the signatures of the parties. One copy is held by the employee, and the rest - by the employer.
4. Amendments to the individual labour contract are made with consent of the parties. Agreed amendments are made into the contract. If in connection with the big amount of amendments it is impossible to enter them into the contract, it can be drawn up anew or the amendments can be formed and ratified separately.

### ***Article 16. The documents, submitted by the employees during the conclusion of the individual labour contract***

1. Employment record book and identity card are to be submitted at the conclusion of the individual labour contract.
2. Employment record book is not submitted, if the individual labour contract is concluded for the first time.
3. Unless otherwise specified by the legislation, individual labour contracts can be concluded with the persons, having the status of IOPS (internally displaced persons) and refugees, foreign citizens and persons without citizenship, without the submitting of the employment record book.
4. In cases, requiring special training and education (for instance, physician, car driver) from the employee, as well as the necessity of obtaining information about his tariff qualification, the person, concluding an individual labour contract with employer is bound to submit a corresponding document of education.
5. During the conclusion of the individual labour contract at the working place with unhealthy factors and at the enterprises of food industry, public catering and etc, the employee is to submit the appropriate reference of a medical organisation about his health. The list of enterprises with the said working conditions is ratified by the Cabinet of Ministers of the Azerbaijan Republic.
6. For persons, especially requiring social protection (young people, single parents and parents with many children, parents with children of pre-school age, as well as other persons, noted in the legislation) labour relations can be drawn up at the submitting of forwarding letter of territorial employment service at the expense of reservation.
7. Special rules for competitive occupation of positions can be determined by the legislation.

8. At the employment for certain kinds of work, according to the regulations of routine at the enterprise the employer has the right to ask for additional documents with substantiation of their necessity. The substantiation can be expressed by the specific character of labour function and the character of work or position (for instance at the employment for position with material liability or work connected to the execution of control and revision functions, the recommendation from the previous place of work is necessary).

9. It is prohibited to ask the employee, getting involved into labour relations, for additional documents, not foreseen by the legislation or not corresponding to the character of work (position).

### **Article 17. Coming the individual labour contract into force**

1. Unless otherwise stipulated by the provisions of the contracts, the individual labour contract is certified by the signatures of the parties and comes into force since the date, when the employee actually starts his work.

2. If the employee, not having the individual labour contract in written form, has actually started work by the preliminary agreement with employer, the contract is considered to be concluded from the moment of the actual start of work. The agreement of the parties is to be documentally drawn up.

### **Article 18. Trial period**

1. At the conclusion of an individual labour contract a trial period may be fixed with consent of the parties. The trial period is not to exceed three months. During the trial period the working conditions, established at the enterprise and the acting legislation extend to the employee.

2. The periods of temporary loss of work capacity or the absence of the employee at work for good excuse are not included into the trial period.

3. The consent to establish the initial trial and its period are subject to the indication in the individual labour contract, otherwise it is considered to be concluded without the determination of the trial period.

### **Article 19. Circumstances, under which the trial period is established**

The trial period is not fixed at the conclusion of labour contracts with:

- persons under 18;
- graduates of educational institutions within one year after graduation;
- persons, employed by competition;
- the disabled;
- persons, forwarded at the expense of reservation from the employment service bodies;
- employees, transferred to another job within the enterprise or from one enterprise to another;
- other persons, indicated in the legislation.

### **Article 20. The results of trial at the employment**

1. Either party has the right to cancel the individual labour contract before the end of a trial period by written notification of the other part three days in advance.

2. If before the end of the trial period neither party demands the cancellation of the individual labour contract, the employee is considered to have come through the trial.

Since the moment, when the employee is considered to have come through the trial, the individual labour contract can be cancelled only on the grounds, established by the present Law.

### **Article 21. Change of working conditions**

1. The change of working conditions is permitted as the employee continues his work by the profession, speciality and position in connection with changes in the labour and production organisation.
2. The employer is to officially notify the employee of the change in working conditions for two months. If the employee does not give his consent for continuation his work in new conditions, the labour contract can be cancelled with the payment of benefit equal to three average monthly salaries.
3. In case of changed conditions of the labour contract, that caused deterioration of working conditions for the most part of employees, the employer is to notify the territorial employment service body of the fact, motivating the aim of the change.
4. The employee has the right to apply for court for the settlement of disputes, arisen in connection with the change in working conditions.

### **Article 22. Transfer to another permanent job**

The transfer of an employee to another permanent job (the change of employee's labour function), instruction for him to execute work by another profession, speciality or position, are permitted only with consent of the employee.

### **Article 23. Temporary transfer to another job at the employer's initiative**

1. In connection with the production necessity and with the aim of preventing downtime the employee can be temporarily transferred to another job for one month without his consent. In this case the transfer to another job, that may affect employee's health, and transfer to less qualified job, are not permitted. The remuneration for the period of transfer is carried out according to the job done, but in the amount not less than the previous salary.
2. The duration of a temporary transfer to another job at the employer's initiative in connection with the production necessity, as well as concrete order of remuneration are to be stated in the collective contract. In the absence of the collective contract this period is fixed by the employer and the representative body of employees by means of co-ordination.

### **Article 24. The execution of a labour function of another employee**

1. The execution of a labour function of another employee, who is absent due to certain reasons at his job place more than one week (except for cases of combined execution of work), is permitted with consent of parties and with compensation of the difference in salary.
2. The execution of a labour function at vacant position is permitted in the legally established order.

### **Article 25. The regulation of labour relations in case of the change of the owner**

1. In case of the change of owner at the enterprise labour relations continue with consent of an employee. A new owner is entitled to cancel the individual labour contract only with the head of the enterprise (employer) on the basis of subparagraph «a», paragraph 1, article 28 of the present Law.
2. The mass dismissal of employees in connection with the change of the owner is regulated by the corresponding legislation.

## **Chapter III. Rules of cancellation of the individual labour**

## **contract**

### **Article 26. Grounds for cancellation of the individual labour contract**

1. The individual labour contract can be cancelled only on the grounds and conditions, established by the present Law.
2. The grounds for the cancellation of the individual labour contract are as follows:
  - a) the mutual consent of the parties before the end of the term of an individual labour contract;
  - b) the initiative of either party;
  - c) the end of the term;
  - d) the change of working conditions;
  - e) circumstances, not depending on the will of the parties;
  - f) circumstances, foreseen by the individual labour contract.

### **Article 27. Rules of the cancellation of an open-end individual labour contract at the employee's initiative**

1. The employee has the right to demand the cancellation of an open-end individual labour contract, having notified the employer of the fact with a written statement 15 calendar days in advance.
2. After the fifteenth day of the statement submitting the employee is entitled not to come out for work and demand the final settlement. The employer is to fulfil his demand.
3. At the availability of good excuses (leave for pension, entering the educational institute, change of residence place and etc.) the employee has the right to cancel the individual labour contract on the day, indicated by him in the statement.
4. The employee, having notified of the cancellation of the individual labour contract, is entitled to take his statement back within 15 calendar days. In this case the labour contract is not cancelled.
5. If the date of termination of an employee's work is not indicated in the statement, the contract cannot be cancelled on the basis, stated in the present article, before the end of the notification term.
6. If the employee wills to leave the work using his right for a leave in the order, stipulated by the Law of the Azerbaijan Republic «About leaves», he is entitled to apply the employer with a statement for a leave for the corresponding working year and the cancellation of an individual labour contract after the termination of the leave. The proposal of the employee of the fact is to be accepted immediately.

### **Article 28. Rules of cancellation the individual labour contract**

1. The individual labour contract can be cancelled at the employer's initiative independently of its duration in the following cases:
  - a) the liquidation and reorganisation of the enterprise or the change of its owner;
  - b) the reduction of the employees or the staff number;

- c) the adoption of the corresponding resolution about the non-conformity of the employee's speciality or profession and his position by the authorised body (certifying commission, scientific council and etc.);
- d) the breaking by the employee of his labour function or obligations, fixed by the individual labour contract without good excuse.

2. It is not permitted to cancel the individual labour contract during the period of temporary loss of working capacity by the employee, his being on leave, mission, participation in collective negotiations, as well as in cases, stipulated by the article 33 of the present Law, excluding the cases of enterprise liquidation.
3. The cancellation of the individual labour contract in accordance with the paragraph I of the present article can be fulfilled on the basis of the consultation, agreement between the employer and trade union, if it is foreseen by the collective contract.

### **Article 29. Rules of cancellation of the terminal individual labour contract**

1. The terminal individual labour contract is to be cancelled after the expiration of its period. Relations being continued and neither party demanding its cancellation after the expiration of the period, stated in the terminal individual labour contract, the contract is considered to be prolonged for an indefinite term.
2. The employee being absent at the working place at good excuse after the expiration of the terminal individual labour contract, the contract is to be cancelled within a week term after his return.
3. The employee is entitled to cancel the terminal individual labour contract ahead of schedule in case of employer's non-execution of obligations, established by the legislation or the contract.

### **Article 30. The cancellation of the individual labour contract in cases, not depending on the will of the parties**

The individual labour contract is cancelled independent of the will of the parties in the following cases:

- a) the drawing of the employee to the military or alternative service;
- b) the restoration of the employee on the previous place of work in the legally established order;
- c) the inability of the employee to execute labour function over six months in connection with the full or partial loss of working capacity, unless more durable period is established by the legislation;
- d) coming into force of the court resolution, sentencing the employee to imprisonment, corrective works in places for sentence serving, except for serving sentence at the working place or another punishment (excluding conditional sentence and sentence, the execution of which has been postponed);
- e) the death of the employee; f) in other cases, foreseen by the legislation.

## **Chapter IV. Guarantees to employees at the cancellation of the individual labour contracts**

### **Article 31. Guarantees to the employees at the cancellation of the individual**

## **labour contracts**

1. During the cancellation of individual labour contracts at the employer's initiative, he is to officially notify the employee for two months of cases, foreseen by subparagraphs «a» and «b» paragraph 1, article 28 of the present Law and one month in advance in cases, foreseen by the subparagraph «b», paragraph 1, article 28 of the present Law.
2. During the period of notifying the employee is released from the execution of the labour function not less than for one day a week with retention of his salary to let him find the appropriate job.
3. During the cancellation of the individual labour contract in connection with the reduction of works volume at the enterprise or the change of its organisational-legal form in accordance with subparagraphs «a» and «b» of the paragraph I of the article 28 in the present Law (change of the owner, reorganisation and etc.) the employees are paid:
  - dismissal payment in the amount not less than the average monthly salary;
  - the average monthly salary for the second and the third months since the day of dismissal until the day of employment to the new job.
4. The payments, foreseen by the part 3 of the present article, connected to the dismissal of the employee, are fulfilled on the basis of the corresponding certificate of the employment centre. The said certificates are issued to persons, registered in the employment centre. The payments are to be made by the employer of the enterprise, the employee has been dismissed of, and in case of the enterprise liquidation - by the new owner of the property (corporate body, natural person, fulfilling operational control of the property).
5. The collective contract (collective agreement) can foresee the retaining of average monthly salary of the released employee for the period of his employment for more durable term.
6. Upon the termination of the individual labour contract in accordance with subparagraph «b», paragraph 1, article 28 and subparagraph «e», article 30, of the present Law, the employer pays the benefit in the amount equal to the average monthly salary, and in case of contract termination in accordance with subparagraph «a», article 30 - the benefit twofold exceeding the average monthly salary, but not less than 20 minimum salaries, accepted in the Republic, to the employee or his inheritors.

### **Article 32. Persons, enjoying privileges for job retaining in case of reduction of the staff number at the enterprise**

1. In case of reduction of employees number at the enterprise in connection with the change of its organisational-legal form or other reasons, the job is retained for employees with higher qualification.
2. In case of equal qualification the advantage is given to following persons:
  - members of families of those dead at the war;
  - war veterans;
  - members of families of soldiers and officers;
  - persons, having in their care two or more children under 16;
  - persons, being the exclusive breadwinners of the family;
  - persons, having been registered as disabled in labour or got professional disease at the given enterprise;
  - refugees and internally displaced persons;
  - persons, studying at evening departments or distance learning departments of institutes;
  - other employees, specified in the collective contract (collective agreement).

### **Article 33. Cases, when the cancellation of the individual labour contract at the employer's initiative is prohibited**

It is prohibited to cancel the individual labour contract at the employer's initiative with pregnant women, women, having children under 3, employees, raising by themselves the children of pre-school age and having the sole source of income at the given enterprise and in other cases, specified by the legislation, excluding the liquidation of the enterprise.

## **Chapter V. Final provisions**

### **Article 34. Employment record books of employees**

1. The employment record book represents the general document of labour activity, confirming the length of service of the employee.
2. The employer opens employment record books for all persons, working over 5 days.
3. The employer inserts all the information about employee, his employment, transfer to other permanent jobs, cancellation of the labour contract into the employment record book.
4. The employment record book is banded to the employee, dismissed from the work on the day of the individual labour contract cancellation (the last working day).
5. Employment record books are drawn up in compliance with the Provision «About the order of employment record books use», ratified by the Cabinet of Ministers of the Azerbaijan Republic.

### **Article 35. Control over the execution of present Law regulations**

The control over the execution of the regulations of the present Law is carried out by the bodies, stated in the legislation of the Azerbaijan Republic.

### **Article 36. Responsibility for the infringement of employee's labour rights, specified by the present Law**

Persons, guilty in the infringement of employee's labour rights, specified by the present Law, are to be responsible in disciplinary, administrative and criminal terms in the legally established order.

### **Article 37. Settlement of disputes, occurring during the application of the present Law**

Disputes, occurring between employees and employers during the application of the present Law, are settled in accordance with the Law of the Azerbaijan Republic «About the settlement of individual labour disputes' civic-procedural legislation.

### **Article 38. Transitional provisions**

1. Appropriate legislative acts of the Azerbaijan Republic retain their force as far as they do not defy from the present Law.
2. Clarifications, connected with the application of the present Law, are given in the legally established order.
3. Corresponding normative acts, connected with the application of the present Law, are in case of necessity adopted by the resolution of the Cabinet of Minister of the Azerbaijan Republic on the basis of instruction by the President of the Azerbaijan Republic.

4. Individual labour agreements concluded in the form of contracts before the present Law comes into force and not re-concluded in written form according to article 13 of the present Law with mutual content of the parties, are considered to be juridically valid.
5. Individual labour agreement, concluded in the form of contracts before the present Law comes into force, are valid in part, not defying from the present Law. Parties are bound to bring the said contracts in conformity with the legislation 15 days before the present Law comes into force.
6. The definition «employer», used in the laws of the Azerbaijan Republic, adopted before the present Law comes into force, means «the person, accepting for work».
7. The present Law becomes valid since the date of its publishing.

*President of the Azerbaijan Republic*

*Heydar Aliev*

*Baku, May 21, 1996.*

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