Apply Human Rights

Legal opinion

Transfer of undertakings and collective agreements

by

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within

LO-TCO

Baltic Labour Law Project

Case 127, Russia 37

June 2003

Summary:

Article 43 of the Labour Codes of the Russian Federation establishes the following rule: on changing the ownership form of the organization, the collective contract shall remain in effect for three months after the date of the ownership transfer. The moment of transfer of the property right is determined by the moment of its state registration (article 223 of the Civil Code of the Russian Federation). After the expiry of the specified term the action of the collective agreement is finished.

As a rule, the given situation arises when state or municipal property is privatized.

In our opinion the establishment of the limited validity of the collective agreement on change of the owner of the property of the organization is extremely disputable, recognizing that the new owner as a common rule acquires the organization with all by its rights and duties. However, concerning execution of the rights and duties which have arisen from the collective agreement, the legislator establishes non-usage of the given common rule, which is insufficiently proven.

We would like to have an opinion of the international expert on conformity of the given rule to common principles of action of the collective agreement.

EXPERT OPINION CONCLUSIONS

My final conclusion is that the wording of article 43 in the Russian labour law does not violate ILO Convention No 87 and 98. However, this does not exclude the possibility that in individual cases the employers will infringe the rights in the Conventions after the 3 months period when the collective agreement has been expired. The Russian labour law does not have an additional provision such as in Sweden where the legislator has made a difference between the procedural parts of the collective agreements on the one hand and the normative part of the collective agreement on the other hand, in situations of transfer of undertakings.

Perhaps it would be recommendable for the Russian trade union to initiate a discussion in regard to such a distinction made by law and the purpose behind making such a distinction, protecting the workers employment

conditions independently of whether a new collective agreement is concluded or not.

INTERNATIONAL EXPERT OPINION

1 Background

Article 43 in the Russian Labour code establishes rules for the impact of a transfer of undertaking on the valid collective agreement. The norm states that the collective agreement shall remain in effect for three months starting on the date of the transfer. The date of transfer is established by state registration according to article 223 in the civil code depending on the type of property. After the period of three months the collective agreement is considered to be expired.

2 Questions posed by FNPR, St. Petersburg

What are the International and European standards in relation to a rule such as article 43 of the Russian labour code? How does such a rule affect the principle that the new owner takes over an organization with all its rights and duties?

3 Applicable national law

3.1 Article 43 of the Russian labour code

At changing the ownership form of the organization the collective contract shall remain in effect for three months after the date of the ownership transfer. At reorganizing the organization or changing its ownership form any of the parties shall be entitled to send to the other party its proposals on concluding a new collective contract or extending the validity of the existing one for the period of up to three years.

3.2 Article 223 of the Russian civil code

1. The right of ownership shall arise for the acquirer of a thing by contract from the moment of the transfer thereof unless otherwise provided by a law or contract.

2. In instances when the alienation of property is subject to State registration, the right of ownership shall arise for the acquirer from the moment of such registration unless otherwise provided for by law.

4. European Union law as a reference to European standards

4.1 EU Directive 2001/23/EC (former 77/187/EC and 98/50/EC)

Article 1
1. (a) This Directive shall apply to any transfer of an undertaking, business, or part of an undertaking or business to another employer as a result of a legal transfer or merger.
(b) Subject to subparagraph (a) and the following provisions of this Article, there is a transfer within the meaning of this Directive where there is a transfer of an economic entity which retains its identity, meaning an organized grouping of resources which has the objective of pursuing an economic activity, whether or not that activity is central or ancillary.
(c) This Directive shall apply to public and private undertakings engaged in economic activities whether or not they are operating for gain. An administrative reorganization of public administrative authorities, or the transfer of administrative functions between public administrative authorities, is not a transfer within the meaning of this Directive.
2. This Directive shall apply where and in so far as the undertaking, business or part of the undertaking or business to be transferred is situated within the territorial scope of the Treaty.
3. This Directive shall not apply to seagoing vessels.

Article 2
1. For the purposes of this Directive:
(a) "transferor" shall mean any natural or legal person who, by reason of a transfer within the meaning of Article 1(1), ceases to be the employer in respect of the undertaking, business or part of the undertaking or business;
(b) "transferee" shall mean any natural or legal person who, by reason of a transfer within the meaning of Article 1(1), becomes the employer in respect of the undertaking, business or part of the undertaking or business;
(c) "representatives of employees" and related expressions shall mean the representatives of the employees provided for by the laws or practices of the Member States;
(d) "employee" shall mean any person who, in the Member State concerned, is protected as an employee under national employment law.
2. This Directive shall be without prejudice to national law as regards the definition of contract of employment or employment relationship.
However, Member States shall not exclude from the scope of this Directive contracts of employment or employment relationships solely because:
(a) of the number of working hours performed or to be performed,
(b) they are employment relationships governed by a fixed-duration contract of employment within the meaning of Article 1(1) of Council Directive 91/383/EEC of 25 June 1991 supplementing the measures to

encourage improvements in the safety and health at work of workers with a fixed-duration employment relationship or a tempory employment relationship(6), or
(c) they are temporary employment relationships within the meaning of Article 1(2) of Directive 91/383/EEC, and the undertaking, business or part of the undertaking or business transferred is, or is part of, the temporary employment business which is the employer.

Article 3
1. The transferor's rights and obligations arising from a contract of employment or from an employment relationship existing on the date of a transfer shall, by reason of such transfer, be transferred to the transferee.
Member States may provide that, after the date of transfer, the transferor and the transferee shall be jointly and severally liable in respect of obligations which arose before the date of transfer from a contract of employment or an employment relationship existing on the date of the transfer.
2. Member States may adopt appropriate measures to ensure that the transferor notifies the transferee of all the rights and obligations which will be transferred to the transferee under this Article, so far as those rights and obligations are or ought to have been known to the transferor at the time of the transfer. A failure by the transferor to notify the transferee of any such right or obligation shall not affect the transfer of that right or obligation and the rights of any employees against the transferee and/or transferor in respect of that right or obligation.
3. Following the transfer, the transferee shall continue to observe the terms and conditions agreed in any collective agreement on the same terms applicable to the transferor under that agreement, until the date of termination or expiry of the collective agreement or the entry into force or application of another collective agreement.
Member States may limit the period for observing such terms and conditions with the proviso that it shall not be less than one year.
4. (a) Unless Member States provide otherwise, paragraphs 1 and 3 shall not apply in relation to employees' rights to old-age, invalidity or survivors' benefits under supplementary company or intercompany pension schemes outside the statutory social security schemes in Member States.
(b) Even where they do not provide in accordance with subparagraph (a) that paragraphs 1 and 3 apply in relation to such rights, Member States shall adopt the measures necessary to protect the interests of employees and of persons no longer employed in the transferor's business at the time of the transfer in respect of rights conferring on them immediate or

prospective entitlement to old age benefits, including survivors' benefits, under supplementary schemes referred to in subparagraph (a).

4.2 The purpose with Directive 2001/23/EC
According to the Directive Preamble, it has been modified to the current wording to enable an official codification. The economical evolution brings about changes in company structures on a national as well as union level in regard to companies and other undertakings or parts of undertakings that are legally transferred or subject to amalgamation or merger that brings about a change of employer. In the Preamble the importance of protecting employees´ rights in these emerging situations is pointed out. The European Union member states national legislation in this regard has to be harmonized, eliminating gradually the differences.

5 The European Social Charter

Article 5 – The right to organize
With a view to ensuring or promoting the freedom of workers and employers to form local, national or international organizations for the protection of their economic and social interests and to join those organizations, the Parties undertake that national law shall not be such as to impair, nor shall it be so applied as to impair, this freedom. The extent to which the guarantees provided for in this article shall apply to the police shall be determined by national laws or regulations. The principle governing the application to the members of the armed forces of these guarantees and the extent to which they shall apply to persons in this category shall equally be determined by national laws or regulations.

Article 6 – The right to bargain collectively
With a view to ensuring the effective exercise of the right to bargain collectively, the Parties undertake:
1 to promote joint consultation between workers and employers;
2 to promote, where necessary and appropriate, machinery for voluntary negotiations between employers or employers' organizations and workers' organizations, with a view to the regulation of terms and conditions of employment by means of collective agreements;
3 to promote the establishment and use of appropriate machinery for conciliation and voluntary arbitration for the settlement of labour disputes; and recognize:

4 the right of workers and employers to collective action in cases of conflicts of interest, including the right to strike, subject to obligations that might arise out of collective agreements previously entered into.

6. ILO Standards

6.1 ILO Convention No. 87

Article 2
Workers and employers, without distinction whatsoever, shall have the right to establish and, subject only to the rules of the organization concerned, to join organizations of their own choosing without previous authorization.

Article 3
1. Workers' and employers' organizations shall have the right to draw up their constitutions and rules, to elect their representatives in full freedom, to organize their administration and activities and to formulate their programs.
2. The public authorities shall refrain from any interference which would restrict this right or impede the lawful exercise thereof.

6.2 ILO Convention No. 98

Article 4
Measures appropriate to national conditions shall be taken, where necessary, to encourage and promote the full development and utilization of machinery for voluntary negotiation between employers or employers' organizations and workers' organizations, with a view to the regulation of terms and conditions of employment by means of collective agreements.

7 Swedish legislation

Article 28 in the Co-determination act
Article 6b in the Employment protection act

8 Points of investigation

To do a proper assessment on the issue of the impact of a transfer of undertaking on valid collective agreement according to article 43 in the

Russian labour law, I would like to divide my questions into two parts. The two first questions will be analyzed in regard to European Union standards and the last in regard to ILO and European Social charter standards. The reason behind this division is that the European Union standards are rather detailed and explanatory thanks to the European Court of Justice´s case law whereas ILO and other international standards are not so detailed.

1. What are the characteristics of a transfer of undertaking, including the moment of its determination?
2. For how long does a collective agreement remain in effect in situations of a transfer of an undertaking?
3. Are there any general principles that should be observed in relation to collective rights and their implementation?

The European Union directive is not applicable in Russia. However, within the ambit of this analysis it serves as a point of reference in legal argumentation.

9 European Union standards

9.1 Characteristics of a transfer of undertaking according to EU directive 77/187/EC

According to the case law established in the European Court of Justice the purpose of the directive on transfers of undertakings is to protect the continuity of employment relationship. The decisive criteria whether a transfer for the purpose of the directive has taken place is if the business in question retains its identity when changing owner. The Court concluded in one of its cases that a transfer must relate to a stable economic entity whose activity is not limited to performing one specific work. The word "entity" then refers to an organized group of persons and assets that make it easier to exercise an economic activity that has a specific objective.

According to the Court's motivation, it is necessary to decide whether the business is disposed of as a "going concern". This means that it is important to investigate whether the business operation was continued or resumed by the new employer with the same or similar activities. This is in particular important when the undertaking or business was not operating

at the time of the actual transfer. The criteria to be examined are the following:
- the type of undertaking or business
- were the business's tangible assets such as buildings and movable property transferred
- the value of intangible assets at the time of the transfer
- whether the majority of employees were takeover by the new employer
- were customers transferred
- the degree of similarity between the activities carried out before and after the transfer and
- the period, if any, for which those activities were suspended.

According to the Court an overall assessment should be made. All circumstances mentioned above are only single factors. Therefore it is necessary to consider all facts characterizing the transaction in question.

In two of the Court´s judgments it is stated that the directive is applicable in situations where there is a change in the natural or legal person who is responsible for carrying on the business and who takes on the obligations of an employer in relations to the employees of the undertaking in question. Change of owner in regard to stock exchange does not fall within the ambit of the directive. There is no direct need of a contractual relationship between the transferor and the transferee in order to make the directive applicable. Furthermore, the transfer may also take place in two stages, through the intermediary of a third party as the owner or the person contributing with the capital.

In another situation the Court stated that social and recreational activities constitute an independent function in the undertaking. The fact that those activities were considered as independent functions does not rule out the application of the directive. The purpose with the directive is to be applied not only on transfers of undertakings, but also for transfers of businesses or parts of businesses, with which activities of a special nature such as the above mentioned may be equated.

Consequently, the interpretation of the directive by the court has given the concept of "legal transfer" a rather flexible interpretation in order to keep with the objective of the directive.

9.2 Conclusion

In article 43 of the Russian labour code the legislator use the following termination;
- "..changing the ownership form of the organization.."
- "..date of the ownership transfer..".
Article 223 of the Russian civil code could be interpreted as determining when the moment of transfer and consequently, the right to ownership occurs;
- by contract
- or otherwise provided by law or contract
- moment of registration.

It is rather important to use a terminology in regard to transfer of undertakings that are commonly known in order to avoid misunderstandings. If you compare the Russian legislation with the provisions in the EU directive on transfer of undertakings, the latter provision is more descriptive and open possibilities for the courts to interpret its meaning. A transfer of undertaking could be made in parts or in whole etc. and there are certain conditions that have to be observed. The change of ownership does not necessarily have to be a transfer of undertaking. Please observe that the change of owner in regard to stock exchange does not fall within the ambit of the directive's meaning of a transfer of undertaking.

The European Court of Justice´s case law is very important for the development of the interpretation of the directive as well as the practice in regard to transfer of undertakings in the European Union as a whole. If the Russian legislation uses the terminology mentioned above in article 43, it is important for the Russian courts to exemplify what changing the ownership form of the organization means. Perhaps it could be a merger or a fusion affecting the business as a whole or in parts. According to the European Court the important element in determining the changing of ownership is that it relates to a stable economic entity, that the business is a going concern and that there is a change in legal person who is responsible for carrying on the business as well as taking on the obligations as employer in relation to the employees. This is explicitly mentioned in the directive, article 2 (1). There are no such provisions in the Russian law defining transferor and transferee.

The interpretation of the concept legal transfer is rather flexible. It is not exclusively indicated by a contractual relationship as mentioned above. The Russian law on the other hand could be interpreted as relying on the legal value of a contract or registration in the stricter sense. It could be recommendable to develop a practice where an overall assessment is made by the courts on a case by case basis developing principles and criteria to be observed when determining the transfer of an undertaking and the change of ownership. Such a legal system devotes a lot of confidence on the practice of justice of the Courts.

10 Sweden

10.1 Transfer of a collective agreement

The issue of the legal effects on a collective agreement in situations of a transfer of undertaking is regulated in article 28 in the Swedish co-determination act. Change of owner in regard to stock exchange does not fall within the ambit of article 28.

The main rule is that the collective agreement valid for the transferor will be equally valid for the transferee. However, there are some exemptions to the main rule. If the transferee is already covered by another collective agreement that could be applied to the employees that are transferred. In this situation the Swedish law has been adopted to the EU directive in the sense that the employees that are subject to a transfer are guaranteed temporary protection against less favorable employment conditions in the collective agreement of the transferee than at their previous working place. This means that the transferee will have to apply employment conditions according to the collective agreement valid for the transferor during a period of one year, starting from the day of the transfer. Please note that the transferee will not be bound to apply the procedural rules in the collective agreement in regard to co-determination. The time limit of one year will be decreased if the validity of the collective agreement expires before. This is also the case if a new collective agreement has come into force and that is applicable on the employment conditions of the transferred employees.

In a case brought before the Swedish labour court, another company overtook a company. The transferee was not bound by any collective agreement at the time of the transfer. The dispute was related to

allegations that the transferee did not apply the wage rules established through the collective agreement valid for the transferor. According to the Swedish law the transferee is bound by the wage rules established in the collective agreements, as a part of being bound by the agreement as a whole. The Swedish court stated that in this case the transferor was bound by a collective agreement. Consequently, the transfer of the undertaking also includes transfer of the collective agreement according to law.

On the other hand, if the transferee would have had a valid collective agreement applicable on the undertaking, there is a provision stipulating that the new employer will have to apply the same working conditions as the previous employer under a period of one year from the day of the transfer. Consequently, the normative parts of the agreements are transferred. This rule is valid in cases where an agreement is dismissed since the contractors always should have the possibility to end his legal relation according to rules established in the agreement. The purpose is to protect the working conditions of the employees in situations where the owners of a company wants to increase the efficiency and profits with the result that the employees' wages are decreased. This is due to the fact that the employer can make profits on the differences between provisions in separate agreements valid for separate areas of occupation. The employees are then caught in between different wage levels.

10.2 Conclusion

Following aspect could be observed in the European legislation exemplified through the Swedish legal solution accounted for above. The legislator makes a difference between on the one hand the protection of collective agreements and on the other hand the protection of workers employment conditions in situations of transfer of undertakings. In order to protect employees working conditions such as for example wages, the new employer is obliged to during a year apply those standards, even though he/she has another valid agreement. The time limit of one year can only be increased if the collective agreement regulating the employment conditions expires before.

In Russia the protection of collective agreements validity is three months. Consequently, nine months shorter than in Sweden. There is a possibility in the Russian law to extend the validity of the existing collective agreement for a period of three years. Ultimately, it's a decision that has to be made between the contractors.

There is no distinction made in the Russian law between the protections of the collective agreement as such and the normative part of the collective agreement. The protection of the normative part has as a main interest to protect the employees independently of whether there exist a new collective agreement or not and also independently of the will of employer and trade union in collective bargaining in the new undertaking. No such distinction is made in article 43 of the Russian labour code.

I have nothing further to refer in regard to the choosing of the period of specifically three months before the collective agreement expires. I consider that the relevant part in this case is that there is lack of awareness in the Russian labour law of the distinction made between the contractual relationship and bargaining between the social partners and the protections of employees conditions independently.

11 General principles in relation to collective rights

11.1 ILO standards

11.1.1 Privatization of enterprises and application of collective agreement
Some of the main core labour standards are provided for in ILO Convention No. 87 and No. 98. These conventions protect the freedom of association and freedom to voluntary collective bargaining. What does freedom of association actually mean? According to article 2 in Convention No. 87 it means that workers shall have the right to establish and join trade union organizations of their own choosing. Furthermore, the right entails that the established trade unions should draw up their own rules, to elect representatives in full freedom, to formulate their program etc, according to article 3 in the same convention. What does the freedom of voluntary collective bargaining mean? In article 4 of Convention No. 98 it means that measures should be taken to promote development and utilization of machinery for voluntary negotiations between the parties, with the prospect of concluding a collective agreement.

When changing the existence of the company or its owner the ILO Committee on Freedom of Association has made certain remarks in regard to respecting core labour standards mainly embedded in the two above mentioned Conventions. The closing of an enterprise should according to the Committee not in itself lead to the extinction of obligations derived from the collective agreement applicable, especially in regard to provision

on compensation in cases of dismissals. The Committee had to consider a case submitted from a Nicaraguan trade union against its government. The issue at stake was whether provisions in a collective agreement are still valid even though the enterprise has been closed as a part of an act of privatization. The Committee concluded that the circumstances in this case could not entail the extinction of obligations provided for in the collective agreement. The government was encouraged to take measures to ensure compliance with the provisions with the collective agreement.

In another case examined by the Committee lodged by a Philippine trade union against its government there was a mass dismissal in connection to the privatization of the workplace. The valid collective agreement at the undertaking included provisions on workers' rights in regard to any future sale of the workplace where the new owner should as much as possible respect those rights protected. However, the new owner and employer had ignored those rights and the union in general. He does not encourage the rebirth of the capacity of the trade union. The Committee explained that the obligations in Convention No. 98 covers not only act of direct discrimination but also protect unionized employees from more subtle attacks which may be the outcome of omission. Consequently, proprietary changes shall not remove the right to collective bargaining from employees or directly or indirectly threaten workers and their organizations. The circumstances in this case had direct effects on the employees´ possibilities of collective bargaining and lead to the disappearance of the trade union. The Committee regretted that the government permitted such a situation to arise.

11.1.2 The recognition of a trade union

The most representative union at an undertaking should be recognized by the employer. This is the basis of any procedure established for collective bargaining on employment conditions according to the Committee. It is also an important element confirming the principle of voluntary negotiations. Representatives of unorganized workers should be the parties in collective bargaining exclusively when no organization exists. The public authorities should not intervene with specific provisions establishing a procedure that might undermine the principle established by the Committee.

11.2 Conclusion

Discussing international standards in regard to the position that the new owner of an enterprise takes over the organization with all its rights and duties, one could say that there does not exist an ILO Convention focusing specifically on this issue. Consequently, there are not similar provisions to the European directive on transfer of undertakings in international standards. However, one could argue that the effects of the Russian labour law, article 43 and article 223 in the Russian civil code could when put into practice violate ILO standards and principles. More precisely the law could lead to a practice where new employer after a period of three months stops respecting collective bargaining procedures established by the previously valid collective agreement. Furthermore the employer could stop recognizing the most representative trade union. This could have the final effect of weakening the workers and their organizations as happened in the Philippine case accounted for above under heading 11.1.1. The Russian government should not permit such a situation to arise. On the other hand, the second sentence in article 43 in the Russian labour law states that any party shall be entitled to send to the other party proposals on concluding new collective agreements or extending the validity of the existing one for a period of up to three years. Consequently, one could say that there exist provisions in the Russian law encouraging the voluntary collective bargaining in the situation of transfer of undertakings. Ultimately, it is up to the parties to conclude or dismiss a collective agreement. And this could happen even in situation where there is no transfer of undertaking. The bargaining as such should be voluntary as confirmed by the Russian law.

The wording of Article 43 in the Russian labour law could not be interpreted as directly violating any core labour principles.

12 European Social Charter

12.1 Machinery for voluntary negotiations

Article 6 in the charter protects the right to bargain collectively. The second paragraph promotes machinery of voluntary negotiations with a view of concluding collective agreements. However, article 6 does not provide for a real right to have a collective agreement concluded. As a member state to the charter there is an obligation to report to the European Committee of the available negotiation machinery in your country and what effects it has on the right to collective bargaining.

In order to comply with article 6 a member state will also have to comply with article 5 on the freedom to organize. This means that the government shall both protect against national laws impairing the right to organize as well as taking necessary steps to guarantee the exercise of the right, protecting workers organizations from any interference on the part of the employers.

12.2 Conclusion

It is difficult to base any legal argumentation with essence for this case on the provisions in the European Social Charter. Furthermore, Russia did not ratify the charter. Consequently, I will not recommend any action to be taken with the support of the provisions in the Charter.

13 Final remarks and conclusions

Finally, I would like to answer the questions posed in heading 8 above.

The answer to question 1 would be that the characteristics of a transfer of undertaking is dependent on criteria determining whether it is an economic entity disposed of as a going concern that has been subject to a change in the natural or legal person responsible for carrying on the business as well as being the employer. The court has to make an overall assessment of the criteria and the facts presented in each specific case. The moment of determining a transfer is dependent on that assessment.

The answer to question 2 would be that the practice in for example Sweden is that the collective agreement is valid for the transferor as well as the transferee. If the transferee has another agreement applicable the employees working conditions established in the old agreement with the transferor shall be valid for a period of one year. The Swedish law is based on the provisions in the directive.

The answer to question 3 would be that there are general principles that would have to be observed by the Russian government when enforcing, amending or creating the labour law. Those principles are embodies in ILO Convention No 87 and 98 as core labour standards. Russia has ratified both conventions.

My final conclusion is that the wording of article 43 in the Russian labour law does not violate ILO Convention No 87 and 98. However, this does not

exclude the possibility that in individual cases the employers will infringe the rights in the Conventions after the 3 months period when the collective agreement has been expired. The Russian labour law does not have an additional provision such as in Sweden where the legislator has made a difference between the procedural part of the collective agreements on the one hand and the normative part of the collective agreement on the other hand, in situations of transfer of undertakings. Perhaps it would be recommendable for the Russian trade union to initiate a discussion in regard to such a distinction made by law and the purpose behind making such a distinction, protecting the workers employment conditions independently of whether a new collective agreement is concluded or not.

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