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JOURNAL OF LEGAL STUDIES
"Vasile Goldiș" Western University of Arad
J. L. S.
2024 – 34(48)
DOI: 10.2478/jles-2024-0012

# DISCRIMINATION BASED ON POLITICAL OR OTHER OPINIONS: IMPACT ON THE LABOR RIGHTS OF PROBATIONARY EMPLOYEES AND INTERNS

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(**Received: September 2024; Accepted: October 2024; Published: November 2024**)

**Abstract:** The probation (trial) period employment contract and the internship are characterized by certain specificity in Georgian law. The issue of protecting the labor rights of probationary employees and interns, especially the termination of the contract, is even more specific. Moreover, the issue of political or other views, as one of the types of freedom of expression and the form of discrimination is interesting in the internship and trial period labor relationship. Based on the specificity of the Georgian case law, due to the simple termination of the probation period (trial period) employment contract, it is possible that the employer may abuse his right and thus violate the rights of the employee and/or intern. The following article mainly focuses on the research of these issues. The article also analyses the recent approaches of the Georgian courts' practice and several cases of the International Court of Justice, which are the most well-known and often cited cases in foreign legal literature.

**Keywords:** Probationary Employees; Trial Contract; Internship; Discrimination; Political or other Opinion; Freedom of Expression.

## 1. Introduction

With the development of labor relationships, the types of discrimination are increasing and becoming more diverse in this relation. Among many other grounds, one of the important and specific types of discrimination in labor relations is discrimination under political or other opinion in internship and probation period (trial period) employment contract.

Considering the specificity of the internship and probation period (trial period) employment contract, cases of discrimination under political or other views may be more intense and frequent. The issue is complicated by the fact that the specifics of the termination of the probationary employment contract and internship contract are

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different from the termination of a regular contract and this may also be used in bad faith by the employer.

The present article aims to research the discrimination under political or other opinion, as an employee's personal opinion and freedom of expression, directly in relation to the person employed during the internship and probationary period. For this purpose, in this article, a lot of attention will be paid to discrimination on the grounds of political or other opinion during labor relationships with probationary employees and interns. The burden of proof and process for terminating a contract with an intern or probationary employee under political or other opinion will be evaluated.

In the following research, great attention will be paid to the practice of the Georgian and European Court of Human Rights, which sets certain standards when terminating a labor contract on the grounds of employees's political views. It has to be mentioned that the article will mainly be devoted to the analysis of Georgian case law. Based on the reviewed court practice and legal literature, certain recommendations and conclusions will be developed, which might be taken into account in practice.

## 2. Discrimination under Political or other Opinion in Internship and Trial Period Labor Relationship

### 2.1. Political or Other Opinion in the Scope of Expression Right

The scope of employees' freedom of expression differs from the general scope of the citizen's freedom of expression as employment relations impose the duty of loyalty which also means certain restraint of this freedom [1]. This is particularly important for civil servants [2]. And private employment relationships.

Political or other opinion as an expression of an employee is secured under the Constitution of Georgia [3], the Labor Code of Georgia [4] and the Law of Georgia on the Elimination of all Forms of Discrimination [5]. All the indicated legal acts prohibit discrimination under political or other opinion. Freedom of opinion and the expression of opinion shall be protected [6]. It is prohibited for the state to establish and have legal norms that might be a ground for the differences between the people [7]. Therefore, the difference between the employees is prohibited because the freedom of expression of employees is a ground for other rights as well [8].

Accordingly, under Georgian legal approaches political or other opinion is, on the one hand, a result of freedom of expression, and on the other hand, it is one of the signs of discrimination, because restricting an employee because of his political or other opinion is prohibited. This principle is also guaranteed by the Labor Code of Georgia, which states that discrimination under political or other views is prohibited during the employment relationship [9].

Political or other views, as one of the types of freedom of expression, are given not only in Georgian national legislation but also in international conventions. The most important of the international acts is the European Convention on Human Rights [10]. On the one hand under the articles of the conventions, the right of expression is guaranteed and on the other hand, the convention prohibits discrimination under political or other views [11]. Also, it should be mentioned that discrimination based on political or other opinions is very closely related to the freedom of expression under Article 10 of the convention [12]. In general, a democracy is based on freedom of opinion and expression [13]. Therefore, it means that the expression of political or other views is also a part of democracy. It is important that according to the convention prohibition of discrimination applies to any form of opinions [14] which might have a person and an employee. As mentioned discrimination under political or other views is related to the right of right of expression. Article 10 of the convention guarantees freedom of expression for natural and legal entities [15].

As for discrimination under political or other views, in general, guarantees of equal treatment found in national constitutions or human rights instruments apply to a wide range of activities and they establish broad norms rather than the detailed rules that characterize legislation [16]. Accordingly, there are several cases of the ECtHR regarding the political or other views as a ground of discrimination or a breach of expression rights in employment relationships. Also, there are some cases in Georgian court practice as well which are related to the termination of employment contract. Some of them will be analyzed in this present article. However, it should be mentioned in this stage that this type of discrimination is very specific, and it is rather problematic and actual in short-period employment relationships. The main types of short-period employment contracts are probation period (trial period) employment contract and internship. The last one is very new in Georgian legislation, and it should be mentioned that there is no court practice regarding internships and the rights of an intern. As for the trial period employment relationship, discrimination under political and other views at the pre-contractual relationship might be the grounds for concluding the trial period contract on one hand and it might be a ground for dismissal on the other. This is very problematic in Georgian court practice because, under the Georgian Labor Code, the employer is not obliged to prove the legality of dismissal under a trial period employment contract [17].

## 2.2. The Concept and the Legal Nature of the Trial Period Employment Contract and Internship

### 2.2.1. Probation (trial) Period Employment Contract

The Labor Code of Georgia stipulates the legal concept of the probation (trial) period employment contract. According to the Code, an employment agreement for a trial period shall be concluded only in writing and only for 6 months [18]. Accordingly, the employer has the opportunity to analyze which employee is suitable for the relevant position, and the employee must demonstrate the skills and competence that will determine his suitability for the position [19]. The employment contract period includes a probation period and if an employee suits the position the contractual relationship will continue [20]. Till the end of the time which is agreed by the parties. Accordingly, the trial period (probationary period) should be reasonable for the relevant purpose, namely, it should serve to determine the suitability of the employee [21]. There are several court cases regarding these issues which should be analyzed below. However, it should be mentioned that if after the trial period, the contract was not concluded with discriminatory motives, the court must examine the facts according to the discrimination test [22]. Accordingly, it means that political or another opinion might be a ground for the employer to conclude an employment contract with a probationary period (because the termination procedure is easy), or not to continue the contractual relationship with the employee. On this occasion, the freedom of expression and the right of nondiscrimination is under question.

There is an Associate Agreement [23] between EU and Georgia which is a very important legal act for becoming a member of EU. Under the association agreement, Georgia had to take into account a number of directives and will have to in the future as well. The important directives among others are the Directive (EU) 2019/1152 of the European Parliament and of the Council of 20 June 2019 on transparent and predictable working conditions in the European Union [24]. This Directive is very important because it stipulates the legal aims and standards for termination of the trial period (probation period) of the employment contract. It can be said that the standards which are in Article 8 of the Directive are provided in Georgian legislation [25].

However, according to Article 18.2, of the directive, workers who are dismissed can demand the grounds for dismissal. The employer is obliged to provide those grounds in writing [26]. Over the years, during the termination of the contract concluded with a probationary period, the courts of lower instances, including the Supreme Court of Georgia, developed a practice according to which, if the employment contract with a person employed on a probationary period was terminated, the respondent party or the employer was obliged to prove the legality/legality of the termination of the contract [27]. However, nowadays, it can be said that the Georgian court practice has

changed and it might contradict the directive's legal approaches. This will be very problematic in the scope of discrimination, especially under political or other opinion as a type of discrimination. In general, as mentioned above the trial period employment contract is conditional and terminated if the skills and knowledge of an employee do not correspond to the position to be held, and the continuation of the relationship with the employee is not acceptable [28]. Accordingly, in the probationary period, the employee has no legal protection against dismissal [29].

In general, the right to protection in the event of unjustified dismissal means that every employee is granted the right not to be dismissed without a valid ground [30]. Moreover, under BGB a dismissal that has a formal defect is void because the statutory written form requirement means that the dismissal must be declared in a written form and should be signed by the employer [31]. However, according to the recent case law of Georgian courts, when the employer terminates the trial period employment contract the employer is not obliged to prove the legality of dismissal [32]. However, if the employer indicates the grounds for dismissal, for example, if the employer says that the employee is not proper for the job the burden of proof is on the employer and the employer is obliged to prove the legality of dismissal [33]. If the employer is unable to prove this the employee is entitled to receive a full remuneration that would have been payable between the date of his/her dismissal and that of the court decision or effective reinstatement [34]. These cases will be analyzed in the Case law analysis section.

One of the important issues is that according to the Labor Code of Georgia, there is no observing period, and the employer can terminate the probationary contract at any time. In German law, the employment relationship might be terminated observing a notice period of two weeks [35]. It means that the employee will be ready if an employer decides to dismiss the employee and of course, it is very good and secures the employee's rights. Also, as it is indicated in legal literature, before giving notice, the employer is obliged to inform the works council of the termination and its grounds, and this also applies to terminations in any probationary period [36].

### 2.2.2. Internship and the Rights of Intern

Internship is a very specific relationship because it looks like an employment contract but it does not. According to the Labor Code of Georgia, an intern is a natural person. An employer shall not have the right to hire an intern to replace an employee with whom labor relations were suspended and/or terminated [37].

As for the dismissal process of interns, the labor code does not state any specific rules for this but it declares that the process of the termination of the employment contract is not applicable otherwise determined by the parties in the internship contract. Accordingly, the legal regulation of the internship is different from the trial

period employment contract, because the trial period (probation period) employment contract might be terminated at any time and there is no such direct regulation regarding the internship. Accordingly, it can be said that the right of interns is protected higher than the trial period employed person's rights. Nowadays, there is no court practice regarding the internship and the right of intern in Georgia.

Undoubtedly, interns have freedom of expression, because, under the Constitution of Georgia, freedom of opinion and the expression of opinion shall be protected [38]. Therefore, it means that everyone in employment or related relationships (including interns) has a right to have an opinion and express his/her opinion, including political or other views, freely. Accordingly, if there is discrimination treatment on the intern, he/she can start a litigation process against the employer. Also, if an employer terminates the internship contract an intern can file a lawsuit against the employer. However, it is very problematic what might be demanded by the employee from the employer. If the ground of dismissal is discrimination under political or other views the intern can demand compensation, however, reinstatement is under question.

Due to the serious consequences of the dismissals, it must be declared clearly and unambiguously [39]. It should be mentioned that the law does not stipulate the observing period for termination of internship. Accordingly, it might mean that the employer can dismiss the intern at any time. In matters concerning pay discrimination, it is crucial to differentiate between the circumstances that may be considered valid for justification. The separation between the criteria for comparison and justification is essential [40]. Identifying a comparator in discrimination cases is in the employee's interest, as it helps establish the facts necessary to create a presumption of discrimination [41].

As for the court proceedings, there is a shifting burden of proof in the area of discrimination [42]. The standard rules of evidence, which state that the burden of proof lies with the person making the claim, would make it impossible to contest discrimination [43]. In many instances, employees who have been victims of discrimination would struggle to provide evidence to support their claims without a lowered burden of proof [44]. Accordingly, this principle will be relevant to the intern and the burden of proof for nonexistance of the discrimination under political or other views will be on the employer.

## 3. Case Law Analysis

### 3.1. National Courts' Case Law

#### 3.1.1. Discrimination under Political or Other Views

**A. Tbilisi City Court Decision, March 16, 2019, Number: 2/12073-17**

There is one of the important cases of Tbilisi City Court where the court did not satisfy the claimant's claim regarding the discrimination under political or other views [45]. According to the factual circumstances, the claimant was employed by the National Bureau of Enforcement. The official ground of the dismissal was a reorganization which happened in the bureau. However, the claimant indicated that the ground for his dismissal was the political views that he and his family had.

The court declares that indication from the employer that there was a discriminatory treatment against him, is inappropriate, and the circumstance that the claimant was one political party's supporter and expressed his political views does not allow the claimant to demand compensation for discriminatory treatment. Moreover, the court noted that only an indication of facts regarding discrimination does not mean that the employer's treatment was discriminatory. The main ground of such decision was the following fact that all the dismissed employees including the claimant were invited to start a new employment relationship with another position. However, the claimant denied to employ another position and indicated that there was discriminatory treatment under political and other views.

**B. The Supreme Court of Georgia, as-584-2023, July 24, 2023**

The Supreme Court of Georgia did not satisfy the claimant's claim regarding discrimination treatment under political or other views in another case [46].

The court declared that in the part of discriminatory treatment, the claimant limited himself to a general explanation, which is not enough to confirm the fact of discrimination against the employee on political grounds. Only the fact that in the pre-election period, a disciplinary responsibility was imposed for sharing a photo of a specific political leader on the „Facebook" page, does not confirm the fact of discriminatory treatment towards the claimant.

The court stated that there was no fact of discrimination towards the employee on the grounds of political or other opinion in this case. Therefore, the claimant's claim in this part was refused to satisfy.

**C. The Supreme Court of Georgia, as-130-2019, April 12, 2019**

In one case [47], the claimant indicated that he had been working in the defendant company since 2010 and since 2016 he has been persecuted, in particular on August 26, 2016, the head of the monitoring service of the company illegally demanded that he leave his job as his son-in-law is a member of the United National Movement and he and his family had a different political opinion. With the first disputed order, the

employee was reprimanded for no reason, without justification, and then referring to organizational changes, his workplace was reduced. According to the claimant's opinion, there was no reduction. On the contrary, at the expense of reducing several employees, the monthly salary was increased, which confirms that there was a fake reduction that resulted in his dismissal.

To prove the fact of discrimination against him on political grounds and to confirm his dismissal on this basis, the claimant pointed to the fact that his son-in-law is a member of one of the political organizations and himself has a different political opinion. The defendant, to deny this fact, pointed out that their company currently employs members of various political organizations, including members of the political organization of which the claimant was a member.

To deny the fact of discrimination, based on the evaluation of the evidence presented by the defendant, the court did not share the claimant's position that the labor relationship was terminated on the grounds of his political opinions as evidence presented by the defendant in the case undoubtedly proves the fact that persons with different political opinions, including members of that political organization, are in labor relationships with the defendant company, despite their active political activities. This confirms that there was no different treatment towards persons who have a sign protected by law – at the time of the development of events they were members of another political organization and had other opinions. Therefore, the Tbilisi Court of Appeals and the Supreme Court of Georgia did not establish the fact of discrimination on the grounds of political or other opinions.

**D. The Court of Khashuri District, 2-354-20, April 12, 2022**

There is one case in which the first instance court of the city Khashuri did not satisfy the claimant's claim regarding discrimination [48]. Specifically, in dispute was the fact that, according to the employee's indication, the employer applied the measure of disciplinary punishment to him because he had civil activity and statements against the City Hall and he was against transferring a specific plot of land. So, according to his opinion, the City Hall should not have transferred the land owned by the state and he expressed his opinion on this matter publicly. Because of this, the claimant believed that his employer imposed a disciplinary measure for his views and dismissed him. Thus, the claimant pointed to informal influences and his views, which, in his opinion could have been the basis of discrimination.

The court did not share this view of the claimant and considered that there was not any sign of discrimination, including no discrimination based on political or other opinions. Therefore, the claimant's claim was not satisfied in this part.

**E. The Court of Kutaisi City Court, Decision 2/ 3588-22, June 22, 2023**

There is one interesting case where the claimant's request regarding discrimination was not satisfied. In this case, according to the claimant, critical and severe opinions

expressed by him during his civic activism became the basis for different treatments. As claimed by the claimant, the comparable group is represented by the employees of the defendant union, who were not distinguished by civic activity, critical and severe opinions towards the government's decision, and on the other hand, the claimant, who repeatedly expressed critical opinions as a representative of one of the organizations against implementing the project planned by the state.

The court indicated that there was no comparable circle of persons (employees), similar situations and circumstances, towards which different treatment took place. Based on the above, the court believes that the claimant, in terms of proof, failed to indicate the facts of discriminatory treatment and the relevant evidence with the minimum standard that would create the basis for the assumption of discrimination against him. Thus, in the court's opinion, there is no factual and legal basis for establishing the fact of discriminatory treatment and, therefore, for the satisfaction of the claim in the part of moral damages as a consequential result and the claim should not be satisfied in this part as well.

### 3.1.2. Probation Period Employment Contract

**A. The Supreme Court of Georgia, as-395-2023, May 24, 2023**

According to the claimant's explanation, an employer may, at any time during the trial period, terminate the labor relation, however, he did not take into consideration the established practice of the Supreme Court, which prohibits the employer from abusing the right and puts the burden of proof on the employer that the probation period was unsuccessful. It is the employer who must indicate the arguments why the employee could not meet the requirements set for the work to be performed [49].

The court explained that Article 17.3 of the Labor Code of Georgia gives the employer the right to conclude an employment agreement with the employee at any time during the probationary period or to terminate the contract. The legislative regulation specifies that the requirements provided for in Article 48 of the Labor Code of Georgia shall not apply to the termination of employment agreements for a trial period unless the parties have agreed to other conditions. Article 48.8 of the Labor Code of Georgia, which does not apply to contracts with a trial period established under Article 17, addresses cases where the termination of an employment contract by the employer is deemed unlawful (invalid) by a court decision, leading to specific legal consequences. Thus, it can be concluded that ending the employment relationship with a probationary (temporary) employee is within the employer's prerogative and falls under their discretionary authority, which can be exercised at any point during the trial period.

**B. The Supreme Court of Georgia, as-555-2023, February 28, 2024**

In one case [50], the factual circumstances were the following: an employment contract was concluded between the employer and the employee, in which the first 3 months was a trial period. After the start of work, the employer notified the employee via e-mail about the termination of the labor relationship and sent an order, according to which it was found that during the trial period, based on improper performance of official duties caused significant financial losses to the employer and other types of damage to the employer's client company.

In this specific instance, in the order on termination of the labor relation presented in the case, it is indicated that the employer does not consider the employee to be a suitable person for the position to be held, which is why he refuses to continue the labor relationship. The basis of the claimant's dismissal from work was failure to complete the trial period, in particular, improper performance of official duties, which caused significant financial losses to the employer and other types of damage to the employer's client. The labor relationship with the employee was terminated on the basis of a violation of the company's service standards.

The above reference from the employer means the dismissal of the probationary employed person with relevant justification. Indeed, the employer did not have the obligation to provide the mentioned justification, as he was in a labor relationship with the employee for a probationary period, however, since he indicated the reasons and grounds for the termination of the labor relationship in the order, the obligation arose to substantiate the fact of the existence of such circumstances.

The cassation chamber emphasizes that according to article 17.3 of the Labor Code of Georgia and the practice of the Supreme Court of Georgia, as mentioned above, the employer may at any time terminate the employment contract during the trial period based on unsuitability for the work to be performed, without being obliged to indicate the grounds for this, but when the employer terminates the labor relationship during the probationary period with relevant justification, he bears the burden of proving the said justification as an evidentiary fact.

Furthermore, the court pointed out that there is no possibility of reinstatement during the probationary period when a person is dismissed illegally. The dismissal of the claimant during the trial period can not oblige the defendant to reinstate him, even if the dismissal is considered illegal. Notwithstanding the above, the claimant may request compensation for lost earnings, even if he was fired during the probationary period.

The second decision presented is important for 2 matters. First – according to the practice of the Supreme Court of Georgia, during the trial period the employer has no obligation to substantiate the grounds for terminating the labor relationship with the employee, however, if grounds are written in the dismissal order or notice, then

the employer is obliged to confirm and substantiate the legality of the dismissal and the rightness of the specified grounds to the court. Second – it is impossible to oblige the employer to reinstate the person employed under the trial period. At the same time, the employee has the right to request compensation for lost earnings.

**C. The Supreme Court of Georgia, as- 142-134-2017, April 18, 2018**

A slightly older decision of the Supreme Court of Georgia is interesting, which was adopted in 2017. In this decision, it is indicated and explained that, in general, when terminating an employment agreement concluded with a trial period, the employer is not obliged to indicate the grounds for the termination, however, if the person indicates that during the trial period or after its expiration, the employment agreement was not concluded with him on any discriminatory grounds, the court is obliged to check whether there was discriminatory treatment.

According to the court's explanation, when filing a discrimination claim, a person must present to the court facts and relevant evidence that provide a basis for presuming that discriminatory action has been taken, after which the burden of proof that discrimination did not occur rests with the defendant. The named procedural norm establishes the claimant's obligation to submit evidence to the court and point to facts, the analysis of which provides a basis for assuming unequal treatment of a person for certain reasons. It is in the case of compliance with this procedural standard that the defendant's obligation arises: a) to justify the different treatment with objective and reasonable arguments that will outweigh the different treatment and will be justified by democratic values; b) to prove the absence of different treatment.

### 3.2.2. International Courts' Case Law

The majority of the EctHR's cases on the violation of Article 10 in the context of employment relations related to the rights of public servants [51].

**A. Case of GORYAYNOVA v. UKRAINE, (Application no. 41752/09)**

In the case of Goryaynova v. Ukraine, The court ruled that the applicant's dismissal was unlawful, noting that she was terminated due to her open letter dated 15 March 2007, in which she publicly criticized elements of alleged corruption involving local prosecution officials. Consequently, the court found that the employer violated the employee's rights, determining a breach of Article 10 of the convention. The Court held that when deciding on such a severe sanction as dismissal, the domestic courts were required to consider and thoroughly analyze crucial aspects of the case, such as the nature and truthfulness of the applicant's statements [52].

**B. CASE OF EMİNAĞAOĞLU v. TURKEY (Application no. 76521/12)**

In the case of EMİNAĞAOĞLU v. TURKEY, the court also declared a breach of Article 10 of the convention, because according to the factual circumstances the applicant made several statements that consisted of criticism. Accordingly, the applicant alleged that there had been a breach of his right to freedom of expression on account of the disciplinary sanction imposed on him. He relied on Article 10 of the Convention. As it mentioned the court satisfied the applicant's application and stated that there was a breach of the convention.

**C. Case of REDFEARN v. THE UNITED KINGDOM, (Application no. 47335/06)**

Case of REDFEARN v. THE UNITED KINGDOM [53] There was a comprehensive analysis of the political views of discrimination in employment relationships.

The facts were the following: The applicant was a driver and was responsible for transporting disabled persons. Most of the passengers were of Asian origin. He was elected as a local councilor with one of the local political parties and was consequently dismissed from his job. His employer referred to the possible harm to its reputation and potential health risks that might arise from the applicant if he continued to perform the work because his remaining in the role could give rise to considerable anxiety among his passengers [54]. It should be mentioned that under UK law the applicant was unable to file a lawsuit for this dismissal because he had been employed for less than a year.

Therefore, he was unable to protest the legal grounds of the dismissal. The Court holds that it was the responsibility of the respondent State to implement reasonable and appropriate measures to protect employees, including those with less than one year of service, from dismissal based on political opinion or affiliation. This could have been achieved either by creating an additional exception to the one-year qualifying period or by allowing an independent claim for unlawful discrimination on the grounds of political opinion or affiliation. Given that the United Kingdom's legislation is lacking in this regard, the Court concludes that the circumstances of the case result in a violation of the Convention.

## 4. Conclusions

Based on the presented discussion, several important circumstances can be distinguished. Firstly, it should be noted that during or after the pre-contractual relationship, if it is revealed that the employee has a political or other opinion that is unacceptable to the employer, the employer may intentionally and in bad faith use the trial period contract as a type of labor contract just to easily terminate the contract with the employee.

Among the issues discussed in the article, the internship institute is important. Georgian labor legislation regulates the internship contract and the legal status of the intern. However, the Labor Code of Georgia does not contain such a procedure for terminating the internship agreement as in the employment agreement for a trial period. Therefore, an intern may be treated unequally on the grounds of political or other opinions, which will violate his rights. In this case, in the absence of legislative regulation and case law, it is difficult to discuss how the court will allocate the burden of proof. It is desirable for the Georgian court to take into account the European approaches that generally exist in discrimination-related disputes and not impose an unreasonably high burden of proof on the intern.

According to the discussed practice of the Georgian Court, it appeared that the employment agreement concluded with a trial period can be terminated at any time without specifying the grounds, however, it should also be noted that according to Georgian case law, if the employer indicates the grounds of the employee's dismissal, the employer will be obliged to fully prove these grounds in the court process. In the future, the development of Georgian case law will show whether the court will use the same standard for the intern. The discussed court's decision is interesting, but it is a little outdated where it is said that if the employment agreement with a trial period is terminated and the employee requests the court to analyze and find out the grounds for termination based on the existence of discrimination, in this case, the burden of proof rests with the employer to exclude the fact of non-discrimination. How relevant this practice will be for the present or the internship agreement is under question.

Probably, it would be more accurate if a person employed under a trial period and/or an internship agreement points to discrimination on the grounds of political or other opinions, it is the employer who must prove that he did not discriminate against an employee. Thus, the court should use the standard of proof that is generally related to discrimination disputes and not pay attention to whether the person is employed under a trial period or an internship agreement.

This article also presents several ECtHR decisions, along with Georgian case law, related to political or other opinions as aspects of freedom of expression. These cited decisions are frequently referenced in various legal literature, highlighting their significance and the legal reasoning developed by the court in those cases.

**Acknowledgements**
The author thanks his wife for her support in this present research.

**Funding**

This research was supported by the Shota Rustaveli National Science Foundation of Georgia.
(SRNSFG) [YS-23-664]

**Author Contributions**

The entire article was written by Simoni Takashvili.

**Disclosure Statement**

The author declares no conflict of interest.

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before a court or other competent authority or body, facts from which it may be presumed that there has been such a dismissal or equivalent measures, it shall be for the employer to prove that the dismissal was based on grounds other than those referred to in paragraph 1.
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