Russian Employment Law: Terms of Employment and Separation

Insights
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This article is the second in a series of articles regarding Russian employment law.

Terms of Employment. Under Russia's Labor Code, there is a maximum 40-hour work week for employees, and less than that for certain types of jobs and workers, such as for employees working in dangerous environments or employees under eighteen years of age.The law also contains provisions pertaining to flexible job arrangements, such as virtual work and flexible working hours. Russia's Labor Code was amended in April 2013 to set forth a number of new statutory provisions recognizing the growing existence of employees working in virtual locations.These amendments address many matters specific to remote workers, such as working hours and discharge reasons, as well as the communication of the employer's hiring, termination and other decisions.

Overtime, which is generally considered to occur when an employee works more than 40 hours in a week, is usually only allowed to be required if the worker provides prior consent in writing and with the opinion of any applicable union organization, except for:1) emergencies (which still need an employee's consent); or 2) upon the initiative of an employee who is working more than one job.Some workers, such as pregnant employees or those under the age of eighteen, are exempted from overtime. Russia's Labor Code further provides that overtime work cannot exceed four hours in two days and 120 hours annually.Employers are generally required to pay overtime pay between one-and-a-half to two times a worker's usual pay, depending upon the circumstances.

In general, employees in Russia are entitled to 28 days of annual paid leave.There are requirements for a greater number of vacation days for employees who conduct certain types of work.Russia's Labor Code recognizes the following statutory holidays during which employees are not required to work:New Year (January 1 and 2); Christmas Day (January 7); Day of the Defender of the Motherland (February 23); International Women's Day (March 8); Spring and Labor Holiday (May 1); Victory Day (May 9); Day of Russia (June 12); Anniversary of the October Revolution, Day of Agreement and Conciliation (November 7) and Day of the Russian Federation Constitution (December 12).However, if any of these days coincides with a non-working holiday, the day off is changed to the next working day following the holiday.

Russia's Labor Code includes special procedures for female employees and employees with family responsibilities.Employees in Russia are also allowed numerous types of paid leave.For example,

employers must provide paid maternity leave both before and after childbirth, with three years' parental leave paid by governmental social funds.There are other types of paid leave to which employees in Russia are entitled, such as: child care leave, adoption leave, sick leave and leave for caring for a disabled child.Employers are not allowed to send pregnant employees on business trips or to require them to work overtime, nighttime, on free days or religious days.

Certain guarantees and rights also exist in Russia for employees who work in the Far North regions of that country and other equivalent areas.Employees working in these regions have numerous enhanced rights created by law pertaining to matters such as their compensation, work hours, leaves of absence, and dismissal payment in the case of a company liquidation or reduction in force.

Employers must forbid employees from performing job functions under certain circumstances, such as where an employee appears to be in a state of alcoholic, narcotic or other intoxication in the workplace; or when an employee has not completed a preliminary or required medical examination as required by law.In general, such employees are not owed wages for the period they are forbidden to work, except where the reason for the inability to work is the employer's fault.

Termination of Labor Agreements. Under Russia's Labor Code, general reasons for termination of a labor agreement are:

- agreement of all sides of a labor agreement;
- expiration of the term of a labor agreement, except in cases where the labor relationship is actually continuing and neither side requested the termination of the contract;
- termination of a labor agreement upon the employee's initiative;
- termination of a labor agreement upon the employer's initiative;
- transition of an employee to a job for a different employer or the transition to an elected job on the employee's request or consent;
- the refusal of an employee to continue performing his or her job functions because of the change of ownership of the organization, change of jurisdiction of an organization or the restructuring of an organization;
- the refusal of an employee to continue performing his or her job functions because of changes in significant conditions of a labor agreement;
- the refusal of an employee to transfer to a different job position because of the state of his or her health according to the results of a medical examination;
- the refusal of an employee to transfer to a different job position because of transferring of the employer to a different region;
- circumstances not depending on the will of sides; and
- violation of regulations of the conclusion of a labor agreement, specified in Russia's Labor code, or in other federal laws, if the violation excludes a possibility of the continuation of performing

job functions.

Labor contracts can only be terminated for reasons set forth in the Labor Code, which provides many obligations of employers, and rights of employees, depending on the reasons for an employee's separation.The following provides some further key information on separation of employees.

- Fixed-term agreements are terminated at the end of the valid term, although employees must be warned about the expiration of the agreement in writing no later than three days prior to an employee's dismissal.
- Some of the specific reasons an employer may terminate a labor agreement of an employee are as follows:repeated non-fulfillment of job functions by an employee without excuse, if the employee has received a disciplinary punishment; a single violation of job duties by an employee for reasons such as truancy (absence from work without a reasonable excuse for a period longer than four consecutive hours during a working day); appearing in the workplace in a state of alcoholic, narcotic or other intoxication; or the unauthorized disclosure of a secret protected by law that was learned by the employee because of his or her job functions.
- Employees whose labor contracts are cancelled in connection with the liquidation of an organization or the reduction of the number of permanent staff are generally entitled to a dismissal allowance in the amount of a worker's average monthly wages until he or she obtains other employment, up to a period of two months from the date of dismissal.
- Employees are generally entitled to a dismissal allowance in the amount of two weeks of the employee's average wages when the employee's contract is cancelled for a number of reasons, such as:the employee's non-conforming to the post held or the work being done due to the employee's poor health which hinders him or her from fulfilling the job; or the employee's refusal to be transferred due to the employer's move to another location.