

Labor relations between an employee and an employer.

Employment relations are relations based on an agreement between an employee and an employer on the personal performance of an employee's work function for a fee. An employment relationship arises between an employee and an employer on the basis of an employment **contract** concluded by them in accordance with this Code.

The main document regulating the labor relations between an employee and an employer is the Labor Code (approved by the federal law of Russia)

Section III. EMPLOYMENT CONTRACT

Chapter 10. GENERAL PROVISIONS

Article 56. The concept of an employment contract. The parties to the employment contract

An employment contract is an agreement between an employer and an employee, according to which the employer undertakes to provide the employee with work according to a stipulated labor function, to ensure working conditions, and the employee undertakes to personally perform the labor function defined by this agreement in the interests, under the management and control of the employer, to comply with the rules of internal labor regulations applicable to this employer.

The employment contract specifies:

the surname, first name, patronymic of the employee and the name of the employer who signed the employment contract;

information about the identity documents of the employee and the employer - an individual;

taxpayer identification number information about the representative of the employer who signed the employment contract, and the basis on which he is empowered to do so;

place and date of conclusion of the employment contract.

The following conditions are mandatory for inclusion in an employment contract:

place of work,

labor function (work on a position in accordance with the staffing table, profession, specialty with an indication of qualifications; a specific type of work assigned to an employee)

the date of commencement of work when a fixed-term employment contract is concluded, as well as its validity period

terms of remuneration (including the amount of the tariff rate or salary (official salary) of the employee, additional payments, allowances and incentive payments);

working hours and rest time (if it differs for this employee from the general rules applicable to this employer);

guarantees and compensation for work with harmful and (or) dangerous working conditions, if an employee is accepted for such work

conditions determining the nature of work (mobile, traveling, on the road, other type of work);

the condition of mandatory social insurance of the employee

other conditions according to labor legislation

The employment contract may provide additional conditions that do not worsen the employee's situation in comparison with the established labor legislation, collective agreement, agreements, local regulations, in particular:

about specifying the place of work (indicating the structural unit and its location) and (or) about the workplace;

on probation;

on non-disclosure of legally protected secrets (state, official, commercial and other);

on the obligation of an employee to work after training for at least the period established by the contract, if the training was conducted at the expense of the employer;

on the types and conditions of additional insurance of the employee;

on improving the social and living conditions of the employee and his family members;

on clarifying, in relation to the working conditions of this employee, the rights and obligations of the employee and the employer,

on additional non-state pension provision for the employee

Article 58. Term of the employment contract

Employment contracts can be concluded:

1) for an indefinite period;

2) for a certain period of no more than five years (fixed-term employment contract),

A fixed-term employment contract is concluded when an employment relationship cannot be established for an indefinite period, taking into account the nature of the work to be done or the conditions for its performance.

If the term of its validity is not specified in the employment contract, then the contract is considered concluded for an indefinite period.

Article 60.1. Part-time work

An employee has the right to conclude employment contracts for performing other regular paid work in his spare time from his main job with the same employer (internal part-time) and (or) with another employer (external part-time).

Article 60.2. Combining professions (positions). Expansion of service areas, increase in the volume of work. Performing the duties of a temporarily absent employee without being released from work defined by an employment contract

With the written consent of the employee, he may be assigned to perform additional work for another or the same profession (position) for additional payment during the established working day (shift), along with the work defined by the employment contract.

Additional work assigned to an employee in another profession (position) can be carried out by combining professions (positions). Additional work assigned to an employee in the same profession (position) can be carried out by expanding service areas and increasing the volume of work. In order to fulfill the duties of a temporarily absent employee without being released from work defined by an employment contract, an employee may be assigned additional work in both another and the same profession (position).

The period during which the employee will perform additional work, its content and scope are established by the employer with the written consent of the employee.

Article 61. Entry into force of the employment contract

The employment contract comes into force from the date of its signing by the employee and the employer.

The employee is obliged to start performing his work duties from the day specified in the employment contract.

If the employment contract does not specify a start date, then the employee must start work on the next working day after the entry into force of the contract.

Article 63. The age at which the conclusion of an employment contract is allowed

The conclusion of an employment contract is allowed with persons who have reached the age of sixteen,

Persons who have received general education and have reached the age of fifteen may enter into an employment contract to perform light work that does not harm their health.

With the written consent of one of the parents (trustee), an employment contract may be concluded with a person who has received general education and has reached the age of fourteen years to perform light work that does not harm his health.

Article 64. Guarantees at the conclusion of an employment contract

Unjustified refusal to conclude an employment contract is prohibited.

Article 65. Documents to be presented at the conclusion of an employment contract

at the conclusion of an employment contract, a person applying for a job presents to the employer:

passport or other identification document;

employment record and (or) information about employment

a document confirming registration in the system of individual (personalized) accounting, including in the form of an electronic document;

military registration documents - for military service and persons subject to conscription;

a document on education and (or) qualifications or the availability of special knowledge - when applying for a job that requires special knowledge or special training;

a certificate of the presence (absence) of a criminal record

, a certificate of whether or not a person has been subjected to administrative punishment for the consumption of narcotic drugs or psychotropic substances without a doctor's appointment

In some cases, taking into account the specifics of the work, it may be necessary to present additional documents at the conclusion of an employment contract.
(medical book)

It is prohibited to require documents from a person applying for a job other than those provided for by this Code.

When concluding an employment contract for the first time, the employer draws up a work record book

Article 66. Work record

The work record of the established sample is the main document on the work activity and work experience of the employee.

The employer keeps workbooks for each employee who has worked for him for more than five days, in the case when the work at this employer is the main one for the employee.

The employment record contains information about the employee, the work performed by him, transfers to another permanent job and the dismissal of the employee, as well as the grounds for termination of the employment contract and information about awards for success in work. Information about penalties is not entered in the work record, except in cases where the disciplinary penalty is dismissal.

Article 67. The form of the employment contract

The employment contract is concluded in writing, drawn up in two copies, each of which is signed by the parties. One copy of the employment contract is transferred to the employee, the other is kept by the employer. The employee's receipt of a copy of the employment contract must be confirmed by the employee's signature on a copy of the employment contract kept by the employer.

An employment contract that is not executed in writing is considered concluded if the employee started work with the knowledge or on behalf of the employer.

Article 70. The test when applying for a job

At the conclusion of an employment contract, by agreement of the parties, a condition may be provided for the testing of an employee in order to verify his compliance with the assigned work.

The test for employment is not established for:

persons elected by competition to fill the relevant position, conducted in accordance with the procedure established by labor legislation and other regulatory legal acts containing labor law norms;

pregnant women and women with children under the age of one and a half years;

persons under the age of eighteen;

persons who have received secondary vocational education or higher education according to state-accredited educational programs and are applying for a job in

their specialty for the first time within one year from the date of receiving professional education of the appropriate level.

The ***probation period may not exceed three months***, and ***for heads*** of organizations and their deputies, chief accountants and their deputies, heads of branches, representative offices or other separate structural divisions of organizations - ***six months***

Article 72.1. Transfer to another job. Moving

Transfer to another job is a permanent or temporary change in the labor function of an employee and (or) the structural unit in which the employee works (if the structural unit was specified in the employment contract), while continuing to work for the same employer, as well as transfer to work in another area *together with the employer*. Transfer to another job is allowed *only with the written consent of the employee*,

It does not require the consent of the employee to move him from the same employer to another workplace, to another structural unit located in the same area, or to assign him to work on another mechanism or unit, unless this entails changes in the terms of the employment contract determined by the parties

Article 72.2. Temporary transfer to another job

The transfer of an employee without his consent for up to one month to a job not stipulated by an employment contract with the same employer is also allowed in cases of downtime (temporary suspension of work for reasons of an economic, technological, technical or organizational nature), the need to prevent the destruction or damage of property or the replacement of a temporarily absent employee.

Article 76. Suspension from work

The employer is obliged to suspend (not allow to work) an employee:

who appeared at work in a state of alcoholic, narcotic or other toxic intoxication;

who did not undergo training and testing of knowledge and skills in the field of labor protection in accordance with the established procedure;

who did not undergo a mandatory medical examination in accordance with the established procedure,

the Employer suspends (does not allow to work) an employee for the entire period of time until the grounds for suspension from work are eliminated

Chapter 13. TERMINATION OF THE EMPLOYMENT CONTRACT

Article 77. General grounds for termination of an employment contract

The grounds for termination of the employment contract are:

- 1) agreement of the parties (Article 78 of this Code);
- 2) the expiration of the term of the employment contract (Article 79 of this Code), except in cases when the employment relationship actually continues and none of the parties has demanded its termination;
- 3) termination of an employment contract on the initiative of an employee (Article 80 of this Code);
- 4) termination of an employment contract at the initiative of the employer (Articles 71 and 81 of this Code);
- 5) transfer of an employee at his request or with his consent to work with another employer or transfer to an elective job (position);
- 6) refusal of an employee to continue working in connection with a change in the owner of the organization's property, with a change in the subordination (subordination) of the organization or its reorganization,
- 7) refusal of the employee to continue working due to changes in the terms of the employment contract determined by the parties
- 8) refusal of the employee to transfer to another job required by him in accordance with the medical report
- 9) refusal of the employee to transfer to another location together with the transfer of the enterprise
- 10) circumstances beyond the control of the parties
- 11) violation of the rules established by law for concluding an employment contract,

Article 80. Termination of an employment contract on the initiative of an employee (at his own request)

An employee has the right to terminate an employment contract by notifying the employer in writing no later than two weeks in advance

Upon expiration of the notice period, the employee has the right to stop working. On the last day of work, the employer is obliged to give the employee a work record and make a final monetary settlement with him.

Article 81. Termination of an employment contract at the initiative of the employer

The employment contract may be terminated by the employer in the following cases:

- 1) liquidation of an organization or termination of activity by an individual entrepreneur;
- 2) reduction of the number or staff of employees of the organization, individual entrepreneur;
- 3) non-compliance of the employee with the position held or the work performed due to insufficient qualifications, confirmed by the results of the certification;
- 4) change of the owner of the organization's property (in relation to the head of the organization, his deputies and the chief accountant);
- 5) repeated failure by an employee to perform his/her work duties without valid reasons, if he/she has a disciplinary penalty;
- 6) a single gross violation of an employee's work duties:
 - a) absenteeism, that is, absence from the workplace for no good reason during the entire working day, as well as in the case of absence from the workplace for no good reason for more than four hours in a row during the working day (shift);
 - b) the appearance of an employee at work in a state of alcoholic, narcotic or other toxic intoxication;
 - c) disclosure of legally protected secrets (state, commercial, official and other),

d) committing theft (including petty) of other people's property at the place of work, embezzlement, intentional destruction or damage,

e) violations of labor protection requirements by an employee, if this violation entailed serious consequences (industrial accident, accident, catastrophe)

7) the commission of guilty acts by an employee serving monetary or commodity values, if these actions give rise to a loss of confidence in him on the part of the employer;

8) the commission by an employee performing educational functions of an immoral offense incompatible with the continuation of this work;

9) violation of the safety of property, its misuse or other damage to the property of the organization;

10) a single gross violation of their work duties;

11) submission of forged documents by an employee to the employer at the conclusion of an employment contract;

13). the employee's absence from work after three months after the end of his military service on mobilization or military service under contract

Article 83. Termination of an employment contract due to circumstances beyond the control of the parties

The employment contract is subject to termination due to the following circumstances, independent of the will of the parties:

1) conscription of an employee for military service

2) reinstatement of an employee who previously performed this work by a decision of the state labor inspectorate or a court;

3) non-election to office;

4) the conviction of the employee to punishment, in accordance with the verdict of the court,

5) the recognition of the employee as completely incapable of medical examination,

6) the death of an employee or an employer - an individual,

7) the occurrence of extraordinary circumstances (military operations, disaster, natural disaster, major accident, epidemic and other extraordinary circumstances), etc.

Article 84.1. General procedure for registration of termination of an employment contract

Termination of an employment contract is executed by an order (order) of the employer.

The employee must be acquainted with the employer's order (order) on termination of the employment contract under signature. At the request of the employee, the employer is obliged to provide him with a duly certified copy of the specified order (order). In the event that an order (order) on termination of an employment contract cannot be brought to the attention of an employee or the employee refuses to familiarize himself with it under signature, a corresponding entry is made on the order (order).

The day of termination of the employment contract in all cases is the last day of the employee's work.

On the day of termination of the employment contract, the employer is obliged to issue a work record to the employee or provide information about employment (Article 66.1 of this Code) from this employer and make a settlement with him. Upon written application of the employee, the employer is also obliged to provide him with duly certified copies of work-related documents.

If, on the day of termination of the employment contract, it is impossible to issue a work book to an employee due to the absence of the employee or his refusal to receive them, the employer is obliged to send the employee a notification of the need to appear for the work book or to consent to sending it by mail or send it to the employee by registered mail

From the date of sending the specified notification or letter, the employer is relieved of responsibility for the delay in issuing a work record book or providing information about the employment of this employer.

Questions to control the assimilation of the topic

1. Labor relations definition
2. Employment contract definition
3. What data is specified in the employment contract?
4. The duration of the employment contract?
5. Part-time work
6. Combining professions
7. Documents for the conclusion of an employment contract
8. registration of employment
9. Work record.
10. Probation period
11. transfer to another job
12. Suspension from work
13. termination of the employment contract (dismissal)
14. execution of dismissal