

RUSSIAN FEDERATION

Items	Regulations in force on 1 January 2012
1: Notification procedures in the case of individual dismissal of a worker with a regular contract	<p>Personal reasons: the employer must give the employee a written notice. Dismissal of employees who are members of a trade union is possible only with consideration of the opinion of the elected trade union authorities.</p> <p>Redundancy: The employer must give the employee a written notice and must inform the elected trade union authority about dismissals in writing no later than two months prior to dismissals taking effect. Dismissal of employees who are members of a trade union is possible only with consideration of the opinion of the elected trade union authorities. The employer has also to inform the labour administration about any expected staff reductions 2 months in advance (or 3 months for mass dismissals) – art. 25, Law on Employment, 1996.</p>
2: Delay involved before notice can start	<p>If the employee is a trade union member, the employer must notify the trade union in writing of the intention to dismiss the worker. The union has seven days to present the employer with their written opinion on the dismissal. If the trade union does not agree with the proposed dismissal of the employer, there are three days of consultation between the union and the employer. If agreement is not reached, the employer has the right to the final decision. The union can appeal to the State Labour Inspection, which must process the case of dismissal within 10 days of obtaining the claim. The employer can hand written notice directly to the employee.</p> <p>Calculation (for EPL indicators): average of the case of redundancy (7+3 = 10 days for notice and consultation with union + 1 day for notice to employees who are union members and 1 day for notice to employees who are not union members); and the case of personal reasons (+8 days (estimate) for obtaining the required attestation, see comment on item 5).</p>
3: Length of notice period at different tenure durations (a)	<p>The employer must give the employee two months' notice in the case of redundancy. The employer can, with the employee's written consent, cancel the labour contract before the expiry of the two month notice period by paying compensation equal to the average wage for the proportion of time remaining before the end of the notice period (in addition to severance pay).</p> <p>Calculation (for EPL indicators): average of personal reasons (e.g., permanent inability) and redundancy $(0+2)/2= 1$ month</p>
4: Severance pay at different tenure durations (a)	<p>In the case of dismissal in connection with liquidation of the organisation or reducing the number of permanent staff, the employee to be dismissed is entitled to severance payment equal to 2 average monthly wages. In exceptional cases the average monthly wages are preserved for the employee during the third month from the date of dismissal on the base of the decision made by the employment agency providing that the employee applied to this employment agency within two weeks after dismissal but was not placed in a job.</p> <p>Severance pay differs across personal reasons. If a worker is found completely unable to work for medical reasons, is conscripted, or has to leave because of reinstatement of an unfairly dismissed worker, he is entitled to 2 weekly wages. No severance pay in case of detention.</p> <p>For workers in the Northern and Far Eastern regions, the usual severance pay amounts to 3 monthly wages. The employment agency can further extend it to 6 monthly wages in exceptional cases (Article 318 of the Labour Code). This applies to roughly 10% of all workers of Russia.</p> <p>Calculation (for EPL indicators): average of personal reasons and redundancy $(0.5+2)/2= 1.25$ month</p>

5: Definition of unfair dismissal (b)	<p>Redundancy: An employer can terminate a labour agreement in case of dissolving of an organisation or termination of activities, or in case of reduction of number of employees in an organisation. Dismissal on grounds of reduction of number of employees in an organisation or if the employee is not fit for the occupied position or performed job functions is only allowed if transition of an employee to a different job position with consent of an employee is impossible.</p> <p>Personal reasons: Dismissal for personal reasons is severely restricted. For example, an employee cannot be fired during the period of temporary incapacity (sickness), regardless of the length of this period. Only if his permanent inability to work is medically attested, the employer may initiate dismissal. A worker can also be fired in the case of insufficient qualification, but this needs to be proved by internal attestation. The latter requires a special internal regulation on attestation, informing workers that they will be attested, and establishing an attestation committee that includes a trade union member (if a union organization exists in the firm). Even if a worker is found not suitable for a job during the attestation, the employer has to offer him another job. Only in force-majeure cases such as serious misconduct, imprisonment or military service, is termination for personal reasons straightforward.</p> <p>Dismissal of an employee on the employer's initiative is also not allowed during the period of leave of the employee (except cases of dissolving of the organisation or termination of the employer's activities if the employer is a physical entity).</p>
6: Length of trial period (c)	<p>Generally 3 months. For senior positions (top managers, chief accountants, etc.) up to 6 months. For contracts with duration between 2 and 6 months – not more than 2 weeks (Article 70 of the Labour Code). No probationary period for fixed-term contracts with duration less than 2 months. (Article 289 of the Labour Code).</p>
7: Compensation following unfair dismissal (d)	<p>In the case of unfair dismissal, the court shall rule on average wage payable to employee for his forced absence, or wage difference while him being hired at a lower paid job. The court may also, upon employee's claim, decide on indemnification for moral damage caused to employee by such actions. The court shall determine the amount of the compensation.</p> <p>Court proceedings should only take 2 months: 1 month for submitting a claim and 1 month for considering a dismissal case, but they generally take longer in practice).</p> <p>Calculation (for EPL indicators): Typical compensation at 20 years: 6 months for unpaid wages during court proceedings. This calculation is made taking into account 6 month of court proceedings (see footnote d).</p>
8: Reinstatement option for the employee following unfair dismissal (b)	<p>In the case of unfair dismissal, the employee shall be reinstated by the court (Article 394 of the Labour Code).</p>
9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)	<p>An employee must submit an appeal to court within 1 month of the dismissal. If the deadline has been missed for good reasons, the court can prolong the period (Art.392 Labour Code). This period was confirmed (the request for its extension was declined) in the ruling N 1877-O of 18.10.2012 by the Constitutional Court of Russia.</p>
10: Valid cases for use of standard fixed term contracts	<p>A fixed term contract can be concluded on the initiative of the employer or the employee for a large number of reasons including replacing a temporarily absent employee, performing temporary, urgent or seasonal work, in small businesses or in organisations established for predetermined term, for employees engaging in training, working part time or in specified industries and occupations, or for managers or old-aged pensioners. A fixed-term contract may also be concluded with the agreement of both parties to the labour contract without regard for the nature of the work or the conditions of its implementation. The latter norm, however, applies to specific types of firms (e.g., small businesses with less than 35 workers), specific categories of workers (e.g., pensioners), or in specific regions (North and Far East), see Article 59 of the Labour Code,</p>
11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)	<p>There are no legal restrictions when there are grounds to conclude a fixed-term contract. However, courts have generally concluded that employment is for an indefinite term if several fixed term contracts are concluded in succession. The exact wording of the Supreme Court ruling (N 2 of 17.03.2004, Article 14) is "Repeated conclusion of fixed-term contracts, each for a short period of time and for carrying the same work, can be recognized, with regard to the circumstances of each case, as employment contract concluded for an indefinite period."</p>
12: Maximum cumulated duration of successive standard FTCs	<p>A fixed-term contract can be prolonged with the consent of the parties to the contract but for not more than 5 years in total (art. 58 Labour Code).</p> <p>However, temporary work activity not justified by other motivations cannot last more than one year (art. 59 Labour Code).</p>
13: Types of work for which temporary work agency (TWA) employment is legal	<p>The law does not provide any arrangements regulating the activities of TWAs.</p> <p>In general, employee leasing is intended to be of a long-term or continuing nature, rather than temporary or seasonal.</p>

14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)	No restrictions in the case of assignments at the user firm (no regulations in labour law). Same restrictions as for standard fixed-term contracts in the case of fixed-term contracts between the agency and the worker. However, the duration of assignments and contracts often coincide when they are fixed-term.
15: Maximum cumulated duration of TWA assignments (f)	No limit for assignments. No limit for open-ended TWA contracts between the agency and the worker. 5 years for fixed-term TWA contracts between the agency and the worker.
16: Does the set-up of a TWA require authorisation or reporting obligations?	No requirement for authorisation or reporting obligations.
17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?	Article 22 of the labour code could be invoked, although its interpretation depends on whom courts consider being the employer.
18: Definition of collective dismissal (b)	Criteria of mass dismissal are defined in industrial and (or) territorial agreements. Additional regulations typically apply from 50 dismissals upwards (Council of Ministers' Decree of 1993 No. 99). A minority of collective agreements define thresholds lower than 50 workers. For example, in the industrial agreement of the mining and smelting industry for 2011-2013 (signed on 22.12.2010), the threshold is set as 5% of a firm's workers fired over a period of 30 days. For a hypothetical firm with 200 workers this means 10 dismissed workers over 30 days. Calculation (for EPL indicators): average of standard statutory requirements, collective agreements and liquidation.
19: Additional notification requirements in cases of collective dismissal (g)	In the case of redundancy, the employer has to inform the trade union about any expected staff reductions 3 months in advance for mass dismissals.
20: Additional delays involved in cases of collective dismissal (h)	In the case of collective dismissals, the employer must inform the trade union in writing three months prior to the dismissals taking effect (compared with two months in case of individual dismissal). According to article 17 of Government Decree N 99 on "Organisation of work to promote employment under mass layoffs" of 05.02.1993, local governments of high-unemployment regions can postpone mass layoffs for up to 6 months. However, the respective costs are to be borne by relevant regional budgets. Article 12 of the Law "On trade unions" also empowers trade unions to put forward proposals to local governments concerning such postponements. A similar norm had also been present in the Law on employment, until it was eliminated in August 2004. Overall, there is little evidence of active use of these measures, presumably because of local governments' budgetary constraints.
21: Other special costs to employers in case of collective dismissals (i)	No additional requirements, although they may be specified in collective agreements.

Legend: d: days; w: weeks; m: months; y: years. For example "1m < 3y" means "1 month of notice (or severance) pay is required when length of service is below 3 years".

Notes:

- a) Three tenure durations (9 months, 4 years, 20 years). Case of a regular employee with tenure beyond any trial period, dismissed on personal grounds or economic redundancy, but without fault (where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment). Averages are taken where different situations apply – e.g. blue collar and white collar; dismissals for personal reasons and for redundancy.
- b) Based also on case law, if court practice tends to be more (or less) restrictive than what specified in legislation.
- c) Initial period within which regular contracts are not fully covered by employment protection provisions and unfair dismissal claims cannot usually be made.
- d) Typical compensation at 20 years of tenure, including back pay and other compensation (e.g. for future lost earnings in lieu of reinstatement or psychological injury), but excluding ordinary severance pay and pay in lieu of notice. Where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment and that a court case takes 6 months on average. Description based also on case law.
- e) Maximum time period after dismissal up to which an unfair dismissal claim can be made.
- f) Description based on both regulations on number and duration of the contract(s) between the temporary work agency and the employee and regulations on the number and duration of the assignment(s) with the same user firm.
- g) Notification requirements to works councils (or employee representatives), and to government authorities such as public employment offices. Only requirements on top of those requirements applying to individual redundancy dismissal count for the OECD EPL indicators (cf. Item 1).
- h) Additional delays and notice periods in the case of collective dismissal (only delays on top of those required for individual dismissals – as reported in Items 2 and 3 – count for the OECD EPL indicators).
- i) This refers to whether there are additional severance pay requirements and whether social compensation plans (detailing measures of reemployment, retraining, outplacement, etc.) are obligatory or common practice.