

CORONAVIRUS OVERCOMING THE DIFFICULTIES

COVID-19. REMOTE EMPLOYMENT IN RUSSIA

DE BERTI JACCHIA FRANCHINI FORLANI
STUDIO LEGALE

Due to the current situation with COVID-19 and established statutory measures to prevent its spread remote employment becomes a solution for a number of employers. At the same time in case of remote employment employers have to deal with certain technical issues and also to formalize employment relationships in compliance with the legislation.

Since place of employment is a compulsory clause of the employment contract transfer of employees to remote employment requires an addendum to the contract. In other words for such transfer consent of employees is strictly required.

If an employee refuses to sign an addendum employer is entitled unilaterally to amend the clauses of the employment contract in compliance with Art. 74 of the Labour code of Russia due to changes of organizational or technological labour conditions. In such a case the employee shall be notified about the forthcoming changes not less than 2 months in advance. If after the expiry of these 2 months the employee refuses to continue employment in such new conditions the employer have to offer in a written form any other available vacant position (either in line with the qualification of the employee or the position with lower qualification or payment). If there are no available positions or the employee does not accept the offer of the employer the employment contract may be terminated on the basis of par. 7 part 1 Art. 77 of the Labour code of Russia. In such case the employee is provided with a severance benefit in the amount of 2 weeks' average salary.

Addendum to the employment contract about transfer to the remote employment may provide, inter alia, the term of validity. Upon expiry of this term employment contract in a previous version re. place of employment will be valid. This is preferable for the employers that use remote employment as a temporary measure. If the term of validity is not stipulated, the clause about remote employment may be amended further only if employee agrees with this, so another addendum will be required.

In accordance with Article 312.4 of the Labour code of Russia remote employees based on their discretion may determine working time and rest time unless otherwise is provided by the employment contract. Therefore to reserve the existing working time it is worthwhile to include such provisions in the addendum.

Important issue is the use of equipment for performance of remote employment. It is worthwhile to determine that the employee uses equipment owned by the employer. Otherwise if employee's own equipment is used there may be a risk with reimbursement to the employee for such use.

Considering the difficulties for the employer to control due performance of labour duties by employees it is also advisable to agree in the addendum for transfer to remote employment the following duties of a remote employee: to provide the employer with the reports about the performed work, to check e-mail on a regular basis, to provide confirmation about due receipt of the incoming messages, to be on the line, etc. This may help the employer to ensure a sort of control for remote employees.

As Russian labour legislation provides the possibility to include in the agreement with remote employees additional grounds for termination employer may also use this tool. For instance, termination at the initiative of the employer for non-fulfillment of any additional labour duties (reporting to the employer, checking e-mails, etc.) may be provided as additional grounds by the contract.

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Il presente articolo ha esclusivamente finalità informative e non costituisce parere legale.

This article is exclusively for information purposes, and should not be considered as legal advice.



Igor Brazhevsky

ASSOCIATE

 i.brazhevsky@dejalex.com

 +7 495 792 54 92

 Ulitsa Bolshaya Ordynka 37/4
119017 – Moscow

MILANO

Via San Paolo, 7 · 20121 Milano, Italia
T. +39 02 72554.1 · F. +39 02 72554.400
milan@dejalex.com

ROMA

Via Vincenzo Bellini, 24 · 00198 Roma, Italia
T. +39 06 809154.1 · F. +39 06 809154.44
rome@dejalex.com

BRUXELLES

Chaussée de La Hulpe 187 · 1170 Bruxelles, Belgique
T. +32 (0)26455670 · F. +32 (0)27420138
brussels@dejalex.com

MOSCOW

Ulitsa Bolshaya Ordynka 37/4 · 119017, Moscow, Russia
T. +7 495 792 54 92 · F. +7 495 792 54 93
moscow@dejalex.com