

**By its Judgement of 15 July 2022 No. 32-II/2022 the Constitutional Court of the Russian Federation assessed constitutionality of Article 332, part 1 and 8 of the Labour Code of the Russian Federation.**

According to Article 332 of the Labour Code of the Russian Federation:

employment contracts for the filling of positions of teaching staff belonging to the professorial-teaching staff in an organization engaged in educational activities for the implementation of educational programs of higher education and additional professional programs may be concluded both for an indefinite period and for a period determined by the parties to the employment contract (part one);

when an employee is elected by a competition to fill the position of a pedagogical employee previously held by him under a fixed-term employment contract, relating to the teaching staff, a new employment contract may not be concluded; in this case, the validity of the fixed-term employment contract with the employee is extended by agreement of the parties, concluded in writing, for a certain period of no more than five years or for indefinite period (part eight).

The challenged norms are recognized as inconsistent with the Constitution of the Russian Federation to the extent that they allow an arbitrary determination by the employer of the term of the employment contract concluded following the results of the competition for the position of a teaching staff related to the professorial-teaching staff in the specified organization, as well as an arbitrary determination of the term for which the validity of the fixed-term employment contract is extended when an employee is elected according to the competition for the replacement of the position previously held by him, despite, the work performed under this contract is the main one for the employee.

Until the federal legislator makes appropriate changes, employment contracts with such employees at the main place of work can be concluded both for an indefinite period and for a period determined by the parties of the employment contract, but not less than for three years, except in cases when an employment contract with a teaching employee in this educational organization is concluded for the first time or the planned educational load of the pedagogical employee, determined primarily by the content of curricula for educational programs implemented in this educational organization, excludes the possibility of establishing an employment relationship with him for a period of at least three years; in such cases, it is allowed to conclude an employment contract with a teaching employee for a period of less than three years, but not less than one year.

When an employee is elected by competition to replace the position of a pedagogical employee previously held by him under a fixed-term employment contract, relating to the professorial-teaching staff, a new employment contract may not be concluded, and the validity of a fixed-term employment contract concluded with such an employee is extended by agreement of the parties, concluded in writing, for a certain period of at least three years or for an indefinite period, except in cases of an upcoming reduction in the volume of the planned educational load of a particular teacher, due to a decrease in the total number of educational programs implemented by this educational organization, changes in curricula for these programs or other objective circumstances, in the absence of other academic disciplines (modules), to the teaching of which this employee could be involved without termination of employment relations with other teaching staff; in such cases, it is allowed to extend the employment contract with the teaching staff for the term is less than three years, but not less than one year.