

By the Judgement of 24 October 2023 No.49-II, Constitutional Court of the Russian Federation assessed constitutionality of Article 332 (part 9) of the Labour Code of the Russian Federation.

The above-mentioned legal provision was the subject of consideration insofar as it served - in the system of the current legal regulation - as a basis for the extension (change of the term of validity) of a fixed-term employment contract with a pedagogical employee, in an organisation conducting educational activities for the implementation of educational programmes of higher education and additional professional programmes, when this employee is transferred to another position as a result of being elected to this position (while the work performed under such an employment contract is his (her) principal activity).

The challenged provision was found to be inconsistent with the Constitution of the Russian Federation to the extent that it allows the employer to arbitrarily determine the period for which a fixed-term employment contract is extended by agreement of the parties in the circumstances in question.

The Constitutional Court separately noted that, pending the amendment of the legislation, the temporary regulation established in point 3 of the operative part of its Judgement No. 32-II of 15 July 2022, regarding the minimum period of renewal of a fixed-term employment contract with a professor who has been elected by competition to the position he/she previously held, shall also apply to the relations of professors who have been transferred to other positions in the teaching staff, which took place after the entry into force of this Judgement but before the entry into force of the Federal Law.

The Constitutional Court concluded that there were no grounds for reviewing the applicant's case; the applicant was entitled to compensation mechanisms, the form and amount of which should be determined by the Basmany District Court of Moscow, which had considered her particular case at first instance.