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*Research Article*

## TRANSFER OF AN EMPLOYEE TO ANOTHER EMPLOYER AS A PREVENTIVE MEASURE IN THE FACE OF MODERN POLITICAL AND ECONOMIC CHALLENGES

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*Modern political and economic challenges for Russia, including external sanctions pressure from unfriendly states, are a real threat to its social stability, including in the field of employment and the quality of the working life of Russian citizens. The transfer of powers to the Government of the Russian Federation to establish the specifics of the legal regulation of labor relations serves the purpose of promptly countering threats that arise for the state. The temporary transfer of an employee to another employer, introduced in March 2022, is one such measure. This work is devoted to the identification and analysis of its essential characteristics. The basis of the methodology of the study is historical-legal, formal-legal and comparative-legal methods. As a result, it is concluded that the temporary transfer of an employee to another employer performs a number of important tasks. First, it prevents the mass dismissal of workers due to the suspension of production. Secondly, such a measure is an instrument of social support for employees, and for employers – their economic support in the face of instability in the socio-economic situation. Thirdly, it helps to provide businesses with highly qualified employees, previously unavailable due to competition with foreign companies. Taken together, this allows us to conclude that the construction of a temporary transfer to another employer is of a preventive nature.*

**Key words:** *temporary transfer, peculiarities of legal regulation of labor, labor guarantees, secondment, political and economic challenges, suspension of the employment contract*

## ПЕРЕВОД РАБОТНИКА К ДРУГОМУ РАБОТОДАТЕЛЮ КАК ПРЕВЕНТИВНАЯ МЕРА В УСЛОВИЯХ СОВРЕМЕННЫХ ПОЛИТИЧЕСКИХ И ЭКОНОМИЧЕСКИХ ВЫЗОВОВ

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*Современные политико-экономические вызовы для России, включая внешнее санкционное давление со стороны недружественных государств, являются реальной угрозой ее социальной устойчивости, в том числе в сфере занятости населения и качества трудовой жизни российских граждан. Передача Правительству Российской Федерации полномочий по установлению особенностей правового регулирования трудовых и непосредственно связанных с ними отношений служит цели оперативного противодействия возникающим для государства угрозам. Временный перевод работника к другому работодателю, введенный в марте 2022 г., является одной из таких мер. Выявлению и анализу ее существенных характеристик и посвящена настоящая работа. В качестве основы методологии проведенного исследования выступают историко-правовой, формально-юридический и сравнительно-правовой методы.*

*Делается вывод, что временный перевод работника к другому работодателю выполняет ряд важных задач. Во-первых, он предотвращает массовое увольнение работников по причине приостановления производства. Во-вторых, такая мера является инструментом социальной поддержки работников, а для работодателей – их экономической поддержки в условиях нестабильности социально-экономической ситуации. В-третьих, он способствует обеспечению бизнеса высококвалифицированными сотрудниками, ранее недоступными из-за конкуренции с иностранными компаниями. В совокупности это позволяет сделать вывод о превентивном характере конструкции временного перевода к другому работодателю.*

**Ключевые слова:** временный перевод, особенности правового регулирования труда, трудовые гарантии, прикомандирование, политико-экономические вызовы, приостановление действия трудового договора

**Introduction.** In 2022, Russia faced unprecedented challenges in its modern history: political and economic pressure from a number of foreign states, which included not only the unilateral imposition of economic sanctions and other restrictions on Russia, Russian legal entities, and individuals, but also the cessation of work on the territory of our country a large number of foreign organizations in various sectors of the economy, including transport, consumer goods, medicine, and food. Meanwhile, the overwhelming majority of foreign companies had their production located in Russia, marketing and logistics were established, and highly qualified staff of workers of various professions and specialties was recruited. Given the political overtones of foreign companies, whose actions are not related to economic logic, they often demanded, in a limited time frame, to resolve issues about the future fate of their employees in Russia upon termination of their activities.

Foreign companies with the necessary financial resources, reputation and plans to return to the Russian market in the future tried to minimize the effect of the termination of their activities. In particular, the most highly qualified employees were offered to take the same or similar positions in their subsidiaries or other independent companies in foreign countries that are part of the general structure of the holding. For the least valuable workers for them, as well as for foreign companies that do not have the necessary resources, the only possible options in accordance with Russian labor legislation were downtime or termination of employment by dissolution the employment contract on appropriate grounds. It is worth noting that many large foreign companies paid severance pay to employees with whom employment was terminated, provided the necessary social support, as well as assistance in finding a new job. However, such interaction between a foreign company as an employer and their Russian employees was still not widespread.

It should be recognized that the economic sanctions and other restrictions that were imposed on Russia were supposed to damage the socio-economic stability of the state including employment [Akhmedov, 2023: 358–359; Chekmarev & Il'ves & Konev, 2022: 766–767; Lushnikov & Lushnikova, 2022; Shaikhutdinova, 2023]. Since their goal was not only to stop the work of foreign organizations on the territory of our country, but also the obvious consequences for the economic activities of Russian legal entities that were part of international economic cooperation or whose activities were related to the export or import of goods, works and services of foreign states that commit hostile actions against Russia.

Reorienting the work of such companies to the markets of other countries, organizing work on the territory of unfriendly states through intermediaries in friendly ones, changing the range of goods, works and services offered in accordance with the demand in new markets, as well as other actions aimed at transforming their economic activities into new conditions required a lot of time and resources, which, of course, affected and continues to affect their financial condition, and hence the quality of the working life of their employees.

Realizing the destructiveness of political and economic challenges for the economy of our country, the Government of the Russian Federation made a timely decision to introduce preventive measures: the possibility of transferring an employee to another employer with the suspension of the originally concluded employment contract. This issue is the focus of the present study.

**Materials and methods.** The basis of the methodology in writing the article is the historical method, the special legal method, the method of interpretation and analysis, as well as the comparative legal method, which analyzes the relationship of the temporary transfer of an employee to another employer in the labor law of Russia and Kazakhstan.

The main sources used for the study are the legislation of Russia and Kazakhstan in the sphere of relations under consideration, as well as the doctrinal labor law works.

**Results.** The study showed the negative impact of political and economic challenges on the socio-economic stability of Russia. One of the consequences of the imposed external economic sanctions was the deterioration of the financial condition of employers and the emergence of a threat to the employment of workers. Taken together, this has had a negative impact on the quality of the working life of Russian workers.

The temporary transfer of an employee to another employer was introduced by Decree of the Government of the Russian Federation No. 511 dated March 30, 2022 'On the peculiarities of the legal regulation of labor relations and other relations directly related to them in 2022 and 2023' precisely as a preventive measure aimed at protecting the interests workers and employers during the period of political and economic challenges. It should not be considered as a 'classic' transfer from the point of view of the Labor Code of the Russian Federation, since labor relations with the former employer are preserved, but at the same time new labor relations arise with another employer on the basis of a new employment contract. The previous employment contract is not changed, it is suspended. In this, there is a similarity of the structure under consideration with a temporary transfer to another employer, which was previously introduced for athletes, and in terms of the suspension of an employment contract, with the rules introduced in Art. 351.7 of the Labor Code of the Russian Federation. In addition, there are grounds for distinguishing between a temporary transfer to another employer and the provision of labor for workers (staff). In this part, the experience of the Republic of Kazakhstan on the legal regulation of secondment is studied separately.

An analysis of the procedure for temporary transfer to another employer showed the imperfection of certain provisions of Decree No. 511, which hinder its effective practical application.

**Discussion.** In Russian labor law, transfer is one of the types (form) of changing an employment contract. In the doctrine of labor law, it is positioned as the 'oldest' classical form of changing an employment contract [Lushnikov & Lushnikova, 2009:318].

The transfer can be carried out both with the consent of the employee, and without it in cases provided for by labor legislation. It can be either temporary or permanent. Its legal regulation is carried out on the basis of Art. 72–73 of the Labor Code of the Russian Federation (Labor Code of the RF). Transfer – 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 indicated 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. Thus, the transfer is possible only 'within' the employer, as it changes the employment

contract between the parties to the employment relationship. In part 2 of the same article. 72.1 of the Labor Code of the Russian Federation states that at the request of the employee or with his written consent, it is possible to transfer him to a permanent job with another employer. However, this cannot be called a transfer of an employee in the sense in which the Labor Code of the Russian Federation defines a ‘classic’ transfer, since the consequences of a transfer to another employer are the termination of the employment contract, and not a change in its conditions.

As noted in the literature, not every change in the content of an employment contract can be qualified as a transfer to another job and vice versa [Zavgorodnii & Rymkevich, 2022:223]. Transfer to another organization (employer) existed in the Soviet labor legislation. The legal consequences of this type of transfer were the subject of discussion even in the Soviet doctrine of labor law: is it the emergence of a new legal relationship when the old one is terminated or a change in the old legal relationship [Lushnikov & Lushnikova, 2009:322; Zhil'tsov, 2013:318]? However, there are also opposing points of view, in which the transfer to another employer is defined as an independent type of transfer based on the will of three subjects (persons) and the corresponding agreement that establishes the conditions for the transfer of the employee [Savin & Savin, 2016:159; Savin, 2017:37].

Thus, until March 2022, the general norms of Russian labor legislation existed in the following paradigm: a transfer is a change in an employment contract with the continuation of work for the same employer; transfer to another employer is the basis for terminating the employment contract with the previous employer.

An exception should be considered special norms of the Labor Code of the RF, devoted to the peculiarities of labor regulation of certain categories of workers, providing for the temporary transfer of an athlete to another employer in accordance with the provisions of Art. 348.4 of the Labor Code of the Russian Federation [Bugrov, 2010:179; Baibekov, 2022; Alekseev & Palub, 2023], when it is allowed, by agreement between employers, to temporarily transfer an athlete with his written consent to another employer for a period not exceeding one year, if the former employer does not have the opportunity to ensure the athlete’s participation in sports competitions. A fixed-term employment contract is concluded with an athlete at a temporary place of work, the effect of the originally concluded employment contract is suspended, and its term is not interrupted. It is noted that the legal nature of the employment contract does not allow to completely suspend the employment contract, some obligations and rights of the parties to such an agreement will continue to operate, and after the expiration of the period for which it was suspended, the employment contract is in full force [Bugrov, 2009:113; Izbienova & Tselishchev, 2009; Drachuk, 2010:68; Vishnyakova, 2015:149–150; Vishnyakova, 2016:31; Vishnyakova, 2018:139]. However, these rules are of a strictly limited nature: they are valid only for one separate category of employees upon the occurrence of certain conditions specified in the legislation and cannot be applied on a general basis to all employees. We can also find proposals on the need to extend the structure of the suspension of the employment contract to other categories of workers [Vishnyakova, 2018: 141; Kichigin, 2020: 93].

A related construction of ‘work for another employer’ is provided for in chapter 53.1 of the Labor Code of the RF. It concerns the peculiarities of labor regulation of employees temporarily sent by the employer to other individuals or legal entities under an agreement on the provision of labor of employees (staff) [Rogaleva, 2015; Korshunova, 2016:142]. The party providing staff is private employment agencies, which, in accordance with Art. 3 of the Law of the Russian Federation of April 19, 1991 No. 1032-1 ‘On Employment in the Russian Federation’ are legal entities registered in Russia and accredited for the right to carry out this type of activity, carried out by an authorized federal executive body in the manner established by the Government Russian Federation, taking into account the opinion of the Russian tripartite commission for the regulation of social and labor relations.

At the international level, private employment agencies, their concept and features were regulated by the ILO (International Labor Organization) Convention of June 19, 1997 No. 181 ‘On Private Employment Agencies’. Russia did not accede to this international treaty; however, it used certain elements provided for by the convention in its labor legislation in terms of the legal regulation of agency work.

Art. 341.3 of the Labor Code of the Russian Federation allows the possibility of providing workers by another legal entity that is not a private employment agency. According to Art. 3 of the Law of the

Russian Federation on Employment, the circle of such legal entities is limited by the signs of affiliation or the concluded shareholder agreement. The peculiarities of regulating the labor of workers in such cases are established by a separate federal law, which has not yet been adopted.

The issue of the possibility of concluding an agreement on the provision of labor (personnel) in the absence of special regulation is positively perceived by law enforcement practice, in particular, by the courts, which confirm the legitimacy of concluding such an agreement between affiliated legal entities [Chernykh, 2023:101]. In general, the position of the higher courts proceeds from the fact that since the specified special law has not been adopted, it means that such an instrument does not work at the moment and its application cannot be considered lawful<sup>1</sup>.

However, despite all of the above, law in general and labor law in particular should not stop its development. It should change in a timely manner, considering both internal and external factors that affect the socio-economic development of the state, and hence the quality of working life, including in order to achieve the goals and objectives enshrined by the legislator in Art. 1 of the Labor Code of the Russian Federation. New political and economic challenges for Russia are just such factors.

On March 30, 2022, the Government of the Russian Federation adopted Decree No. 511 'On the peculiarities of the legal regulation of labor relations and other relations directly related to them in 2022' (hereinafter – Decree No. 511), the validity of which was initially limited to December 31, 2022, and subsequently extended to 2023 as well.

At a meeting held on April 4, 2022 with deputies of the faction of the United Russia party in the State Duma of the Russian Federation, the Prime Minister of the Russian Federation Mikhail Mishustin emphasized the particular importance of the issue of employment in the country in the face of sanctions pressure. He noted that the adopted procedure for temporary transfer to another employer is the predictive work of the Russian government in the context of economic sanctions, which is a guarantee for employees of foreign companies, which allows them, in the conditions of termination of their employer's activities, to temporarily transfer to another employer for a fixed-term employment contract, after which he can return to the original employer, if at that time it is relevant from the point of view of resuming the work of a foreign company or the desire of the employee. Such a procedure, according to the Representative of the Government of the Russian Federation, will allow employees to receive additional income and guarantees provided for by the labor legislation of the Russian Federation, while maintaining labor relations with their former employer<sup>2</sup>.

As seen, the rules for transferring to another employer will be relevant until the elimination of the circumstances that served as the basis for its occurrence (in our case, the resumption of work in Russia by foreign organizations that have suspended their activities, as well as subject to the lifting of economic sanctions and other restrictions on the part of states committing unfriendly actions), which means, based on this logic, the legislator did not begin to make appropriate changes to the Labor Code of the Russian Federation itself, thereby indicating the temporary nature of the new rules adopted as additional guarantees of workers' rights and operating during a period of economic instability in the face of external challenges.

For comparison, draft law No. 351406-8 'On Amendments and Additions to the Labor Code of the Russian Federation' has been submitted to the State Duma of the Russian Federation, which proposes to supplement it with provisions related to the suspension of an employment contract and other guarantees for the period of military service, incl. h. with full (partial) mobilization. On the one hand, there is no need to make such amendments to the Labor Code of the Russian Federation, it is enough that the Government of the Russian Federation, with its by-laws, within the framework of the powers granted to it, could promptly regulate all necessary issues regarding labor relations. On the other hand, it is possible to assume that the state is guided by the fact that modern political and economic challenges for Russia can become long-term, and the introduction of changes in the Labor Code of the Russian Federation is a kind of indicator of the special attitude of the state towards the military personnel of the Armed Forces of the Russian Federation and citizens equated to them, incl. called up as part of the mobilization.

<sup>1</sup> Determination of the Judicial Collegium for Civil Cases of the Ninth Cassation Court of General Jurisdiction of November 10, 2022, case No. 8G-7420/2022.

<sup>2</sup> Mikhail Mishustin's meeting with deputies of the faction of the United Russia party in the State Duma. Available at: <http://government.ru/news/45039/#pp511> (accessed: 29.06.2023).



Resolution No. 511 establishes a new procedure for the temporary transfer of an employee to another employer, according to which, with the written consent of the employee, the employer can carry out his temporary transfer to work with another employer in the same or another locality in the direction of the state institution of the employment service, containing a proposal to the employee about such a translation. At the same time, for the period of temporary transfer of an employee to work with another employer, the originally concluded employment contract is suspended, and the validity of the originally concluded employment contract is not interrupted.

Note that the introduced procedure for transferring an employee to another employer also cannot be considered a 'classic' transfer from the point of view of the Labor Code of the Russian Federation. Yes, legal relations with the former employer remain, but new ones arise with another employer on the basis of a new employment contract, in fact, without changing the terms of the previous employment contract.

In Decree No. 511, the concept of suspension of an initially concluded employment contract is not disclosed. You can refer to the current provisions of the Labor Code of the Russian Federation, indicated by us earlier in the study, related to the temporary transfer of athletes. In Art. 348.4 of the Labor Code of the Russian Federation, the suspension of an employment contract is understood as the case when the parties suspend the exercise of the rights and obligations established by labor legislation and other regulatory legal acts containing labor law norms, local regulations, as well as the exercise of rights and obligations arising from the terms of the collective agreement, agreements, an employment contract, with the exception of the rights and obligations provided for in Part 2 of Art. 348.7 of the Labor Code of the Russian Federation, when during the period of temporary transfer of an athlete to another employer, a permit to work part-time must be obtained both from the employer at the place of temporary work and from the employer with whom the employment contract was originally concluded.

The suspension of the employment contract is now also provided for in Art. 351.7 of the Labor Code of the Russian Federation, dedicated to the peculiarities of ensuring the labor rights of workers called up for military service by mobilization or entered military service under a contract or entered into a contract on voluntary assistance in the performance of tasks assigned to the Armed Forces of the Russian Federation [Demidov, 2022:36; Obukhova, 2022:101].

According to part 3 of Art. 351.7 of the Labor Code of the Russian Federation during the period of suspension of the employment contract, the parties to the employment contract suspend the exercise of the rights and obligations established by labor legislation and other regulatory legal acts containing labor law norms, local regulations, as well as rights and obligations arising from the terms of the collective agreement, agreements, labor contract, with the exception of the rights and obligations related to social and labor guarantees of the employee and others provided for in Art. 351.7 of the LC RF.

Next, we should consider the procedure for transferring an employee to another employer. Such a transfer, based on the provisions of clauses 2 and 3 of Decree No. 511, is carried out through interaction with the employment center, which sends the employee a proposal for his temporary transfer indicating the position (profession, specialty), wage conditions, working conditions at workplace, other conditions in cases provided for by labor legislation and other regulatory legal acts containing labor law norms. If the employee agrees with the proposed conditions, a fixed-term employment contract is concluded with the possibility of its extension by agreement of the parties no later than December 31, 2023. In this case, it is interesting that the conclusion of a new employment contract requires the consent of the employer with whom the employment contract was originally concluded,

However, if the former employer does not provide such consent due to various circumstances, for example, due to the fact that his activities are simply suspended and he will not respond to either the employee, the employment center, or the new employer. In this case, what are the legal consequences for all parties?

The Ministry of Labor and Social Protection of the Russian Federation, in a letter dated June 1, 2022, No. 14-4/10/V-7208, considered the implementation of Resolution No. 511 and tried to answer all issues arising from its application, with the only caveat that it is not authorized to issue 'legal' clarifications on the application of Decree No. 511.

In its letter in the question-answer format, the Ministry of Labor and Social Protection of the Russian Federation tried to answer as fully as possible the questions that arise within the framework of Decree No. 511, primarily on issues of interaction between the employment center-employee-employer.

The Ministry of Labor and Social Protection of the Russian Federation indicates that the employment center sends to the employer who submitted information about the suspension of work, by any available means (telephone, electronic communication and other types), information about the needs of his employees to other employers, and finds out his interest in temporary employee transfer. The Employment Center sends an offer to the employee, the employee receives the signature of the employer on the offer form, thereby notifying him of his temporary transfer and confirming his consent.

In this response, the Ministry of Labor and Social Protection of the Russian Federation tried to describe the procedure for interaction between persons participating in the implementation of the temporary transfer procedure, but we still did not receive an answer to the above question. For the transfer, interaction with the former employer is necessary, which can become a problem in the situation with foreign companies-employers.

Also, in accordance with paragraph 5 of Resolution No. 511, the procedure for interaction between an employee and an employer with whom an employment contract was originally concluded is established by a local regulatory act, taking into account the opinion of the representative body of employees. Based on the provisions of this norm, it turns out that all issues of interaction between the former employer and employee have been transferred by the Government of the Russian Federation to the local level.

We should recognize that again the question about the employee's ability to use the new transfer rules is raised if such a local normative act is not adopted. The employee will not be able to use the guarantees provided by the Government of the Russian Federation and will he need to terminate the employment contract on his own initiative?

As for the end of the temporary transfer of an employee to another employer, it is determined by the termination of the employment contract concluded for the period of the temporary transfer of the employee to another employer, due to the expiration of its validity. In case of early termination of a fixed-term employment contract, the originally concluded employment contract resumes its effect in full of the next working day after the calendar date on which the termination of the employment contract concluded for the period of temporary transfer is associated.

Summarizing all of the above, it can be noted that there are many questions regarding the practical application of the rules on temporary transfer to another employer under Resolution No. 511. There are legislative gaps in certain issues related to the new order. It seems that it is necessary either to supplement Decree No. 511 with more detailed regulatory regulation of relations related to the transfer to another employer, or the Government of the Russian Federation, within its powers, adopt separate official methodological recommendations or clarifications related to the application of the provisions of Decree No. 511 in practice. For example, to provide that if the employer with whom the employment contract was originally concluded, within a certain period (30 calendar days) does not provide its explicit consent to the temporary transfer of the employee to another employer, then it is considered that such consent has been received. Establish an alternative procedure for interaction between the employee and the employer in the absence of a local regulatory act that should regulate these issues.

In this regard, it will be interesting to pay attention to a similar experience of regulatory regulation of the 'transfer' of workers to another employer in the Republic of Kazakhstan, which is one of the forms of agency work and is called 'secondment'.

Legal regulation of secondment of an employee is carried out on the basis of Art. 40 of the Labor Code of the Republic of Kazakhstan, which refers to the performance by an employee (seconded) of work in a certain specialty, qualification or position (labor function) stipulated by an employment contract, or in another position, specialty, qualification from another legal entity (including its branches, representative offices and (or) other separate structural subdivisions), as well as in branches, representative offices and (or) other separate structural subdivisions of the same legal entity, except for the restrictions provided for by the legislation of the Republic of Kazakhstan.

Only legal entities (its branches, representative offices and (or) other separate structural divisions) that meet the requirements specified in paragraph 1 of Art. 40 of the Labor Code of the Republic of Kazakhstan, namely: a) who are the founder (participant, shareholder) of the employer; b) in which the employer is a founder (participant, shareholder); c) in which the founder (participant, shareholder) of the employer is the founder (participant, shareholder). Thus, the main feature in this case, as in Art. 341.3 of the Labor

Code of the Russian Federation, which relate to the provision of labor for employees (staff), is an affiliation between the employer and the party receiving employees.

The conditions, procedure and term of secondment, as well as other conditions are determined by an agreement between the employer and the host, which is concluded in accordance with the civil legislation of Kazakhstan, which indicates a comprehensive legal regulation of this legal structure. In the Russian Federation, the issue of temporary transfer of an employee to another employer is regulated exclusively by labor law.

In Kazakhstan, seconded workers retain their place of work (position) with the employer. On August 5, 2022, the Ministry of Labor and Social Protection of the Population of the Republic of Kazakhstan in response No. 749541 (dialog.egov.kz) focuses on the fact that there is no need to conclude employment contracts with seconded workers, and such workers are not included in the staff list of the host. Recall that in Russia, with employees temporarily transferred to another employer, the host party concludes a fixed-term employment contract, and the corresponding position must be included in the staff list of the temporary employer.

Secondment under the legislation of the Republic of Kazakhstan is allowed only with the written consent of the parties to the employment contract by signing an additional agreement indicating the place of work for the period of secondment. At the end of secondment, in case of continuation of the employment contract, the employer undertakes to provide the employee with the place of work (position) that the employee previously occupied.

Also, the legislation of the Republic of Kazakhstan knows such concepts as 'corporate transfer' or 'intra-corporate transfer', which are associated with the involvement of foreign labor, incl. highly qualified, to branches, representative offices, and affiliated persons of foreign legal entities in the territory of Kazakhstan.

Intra-corporate transfer is a temporary for a period determined by the employment contract, but not more than three years, with the right to extend for one year of the World Trade Organization, located and operating outside the territory of the Republic of Kazakhstan, to branches, subsidiaries, representative offices of this legal entity established in the territory of the Republic of Kazakhstan in accordance with the legislation of the Republic of Kazakhstan. The procedure is established by the Decree of the Government of the Republic of Kazakhstan dated January 13, 2012, No. 45 as part of the implementation of the legislation on employment.

Summing up the comparison of the 'secondment' constructions and the temporary transfer of an employee to another employer, we can conclude that despite their general conceptual similarity, they still have too many differences, for example, in the circle of hosts, in the issue of concluding an employment contract with a new employer, some specific details of legal regulation, restrictions, and most importantly – the purpose of inclusion in the legislation.

Temporary transfer to another employer in Russia was adopted as a preventive measure to deal with the consequences of the imposition of economic sanctions, restrictions, and suspension of work in Russia of foreign companies-employers. The inclusion of the institution of secondment of workers in the legislation of the Republic of Kazakhstan was not associated with any external challenges and was based only on economic logic. Secondment of workers in Kazakhstan, in fact, includes elements of the Russian temporary transfer of workers to another employer and an agreement on the provision of labor of workers (staff). However, both designs also solve some common tasks, for example, to create the possibility of cost-effective distribution of labor resources within the holding structure for a period of decline in the volume of work or production in certain business areas, the introduction of downtime.

The use of the construction of a temporary transfer to another employer with the suspension of an employment contract as a method of overcoming the consequences of the economic crisis for employers and ensuring migration security and employment was considered even before the onset of the political and economic challenges that are mentioned in this study [Orlovskii, 2009; Vishnyakova, 2018:140; Zaitseva & Luzina, 2019:181; Klepalova, 2022:65; Skachkova, 2022:175–176].

**Conclusions.** The adoption by the Government of the Russian Federation of a normative act providing for the specifics of the legal regulation of the labor of employees in the form of a temporary transfer of an employee to another employer is a necessary preventive measure implemented by the state to support



employment in the face of political and economic challenges for Russia in the form of sanctions and restrictions, including the suspension work of foreign companies.

The purpose of such a measure is to maintain socio-economic stability in the state, including preventing an increase in unemployment, a decrease in incomes of the population, and bankruptcy of business entities. To achieve this goal, the preventive measure in the form of temporary transfer of an employee to another employer as a set of measures solves the following tasks: a) prevention of mass dismissal of employees due to the suspension of activities, the introduction of downtime or a decrease in the volume of work of both foreign companies and Russian legal entities and individuals; b) maintaining and even increasing the income of employees, which may be reduced due to incomplete payment by the employer of downtime (Article 157 of the Labor Code of the Russian Federation); c) a kind of targeted economic support for those groups of employers who have suspended their activities, introduced downtime and are forced to pay employees for their time; d) for the employer-host – the opportunity to obtain qualified specialists that such an employer could not attract due to the inability to compete with ‘large’ foreign employers in terms of providing the employer with a high level of working conditions and additional social security for employees.

Temporary transfer of an employee to another employer was introduced by a Decree of the Government of the Russian Federation without corresponding changes in the Labor Code of the Russian Federation, has a limited duration of a fixed-term employment contract with a new employer (if necessary, extended by the Government of the Russian Federation), which indicates the operational and temporary nature of the measure taken, which is valid for the period of adaptation of the Russian economy to new conditions. Nevertheless, the practical application of the structure of temporary transfer of an employee to another employer raises many questions, including regulatory gaps, despite the existence of clarifications from the Ministry of Labor of the Russian Federation on its application.

A similar tool for ‘transferring’ an employee to another employer is provided for in the labor legislation of the Republic of Kazakhstan. It has some differences from the Russian translation, including those related to the purposes of its adoption, the features of its application, but at the same time it solves a number of common tasks.

The absence of any strict restrictions on temporary transfer to another employer, including with regard to the categories of persons between whom such a transfer is possible, currently allows Russian employers who are faced with a decrease in the volume of work in certain areas or even its complete cessation, or for other reasons, declaring idle time, to transfer their employees to another employer both within the framework of a common holding structure and other legal entities without explicit affiliation, which allows building effective economic structures without additional labor costs.

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