Vol. 5. Is. 4

Information for citation:
Drachuk, M. A. (2022) Probation upon Hiring: a Need for Transformation. *European and Asian Law Review*. 5 (4), 23–31. DOI: 10.34076/27821668_2022_5_4_23.

UDC 349.2
BISAC LAW054000
DOI: 10.34076/27821668_2022_5_4_23

Research Article

PROBATION UPON HIRING: A NEED FOR TRANSFORMATION

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This publication invites discussion on the issue of probation upon hiring as an institution in need of transformation, in the author's opinion. The goal of probation should be specified, since it can be established either to test the fitness of an employee for the job assigned, or for the employee to decide whether the offered job is suitable for them. Also, it is necessary to resolve the issue of the exact rationale and the moment in time the labor relations with an employee should be terminated during probation in case they do not succeed. The author suggests introducing a new special rationale – termination of a labor contract at the end of the employee's probation without further employment of the worker at this employer's based on a wrongdoing by the employee during probation or in case the employer discovers that the worker's professional aptitude does meet the employer's requirements. These amendments to the legislation can allow identifying fault-based (disciplinary) grounds for the labor contract termination among all the cases when the worker was considered to have failed the probation upon hiring, as well as to link them directly to the institution of labor discipline. It is no secret that in practice, multiple issues regarding the interaction between the regulatory provisions on probation outcomes and the regulatory provisions on disciplinary responsibility of workers arise: these problems should be resolved, since the court practice examples provided by the author often show diametrically opposed conclusions made by the courts based on their interpretation of statutory regulations. Also, the paper invites discussion on the renunciation of possible replacing probation by a fixed-term temporary labor contract and establishing a probation model for the change in employment functions (transfer to a new job).

Key words: *labor law, probation upon hiring, legislation defects*

Introduction

According to Part 4, Art. 57 of the Labor Code of the Russian Federation No. 197-FZ dated December 30, 2001, a provision on probation for an employee upon hiring may be made in a labor contract as an additional term that does not deteriorate the employee's situation in comparison with the one established by the labor legislation and other legal acts containing labor law norms, a collective agreement, agreements or local normative acts. The legislator provides the content of this term in Art. 70 and Art. 71 of the Code.

It is remarkable that there are no optional rules in the aforementioned articles (Art. 70–71) of the Labor Code of the Russian Federation: even the revised version of Part 4, Art. 70, of the Code suggested by the legislator provides for an opportunity not to set probation for the individuals representing the categories specified in the collective agreement, but does not grant any additional opportunities to the parties to the labor contract, aside from deciding on whether the probation should be established within the limits defined by law. For a contractual term, such a situation is strange to say the least.

Since probation upon hiring is possible only for a certain period, many call it 'a probation period' (Moskaleva, 2016; Pivovarova, 2007; Slesarev, 2019; Chaevcev, 2014).

This term can hardly be considered suitable. In most EAEU member states, probation upon hiring is called exactly as such: probation (preliminary probation' – Art. 28 of the Labor Code of the Republic of Belarus; 'probation upon hiring' – Art. 62 of the Labor Code of the Kyrgyz Republic, Art. 91–93 of the Labor Code of the Republic of Armenia), although in Art. 36 of the Labor Code of the Republic of Kazakhstan the phrase 'a provision on the probation period in the labor contract' is used. Greater accuracy of the 'probation' term lies in the very essence of this assessment procedure of the worker's professional aptitude, as well as in the varying semantic load during various historical interpretations of these approaches. Historically, the 'probation period' is clearly about the administrative decision of the employer, not the employee.

Most academic papers on worker's probation upon hiring show imperfection of the legal regulation of this institution, pointing out its significant peculiarity and the constant need for interpreting regulatory provisions of labor legislation in court practice (Noskova, 2015; Presnyakov, 2014; Supryaga, 2015; Trubnikova, 2019). Besides, not all judicial decisions can be considered indisputable, particularly considering the fact that probation used to be a legal model in the Soviet period as well, and regulatory provisions on the matter have never been amended since, so, as a result, law-enforcement interpretation of multiple aspects of the legal structure is still based on conclusions and legal assumptions of the previous times.

All the aforementioned is clear evidence that the legal model of probation upon hiring should be reformed in Russian labor legislation.

Materials and Methods

Accomplishment of the goal set in this research paper predetermined the use of such general scientific and specific scientific research methods as scientific analysis, as well as the Aristotelian method, structured system analysis, the comparative legal method and the technical legal method. The author has studied the main aspects of the scholarly discussion on the subject of the research, analyzed the Russian labor legislation and the practice of its application, used the foreign experience of regulating probation upon hiring and made generalizations and independent conclusions.

Results

Analysis of relevant provisions in Russian legal legislation regarding probation upon hiring suggests the lack of provisions regulating this institution as well as the abundance of regulatory collisions and defects in the legal framework.

What particular defects are these? The first one is a lack of a clear legislator's position on who is on probation during the probation period upon hiring – the employee, the employer, or both. The second issue is that it is unclear what the employee can be tasked with during probation – full-scale work in accordance with obligations and rights, or just some parts of the job description that will be in force for the worker if they pass probation. This problem is directly connected with another one – labor legislation features some signs that probation upon hiring is a type of fixed-term labor contract, although the provisions of Article 57 of the Labor Code of the Russian Federation suggest that this is just a term of the labor contract with some attributes of a stipulation.

The fourth issue the legislator reflects upon is the dismissal procedure itself when a worker fails to pass probation. On the one hand, multiple practices have shown a link between this rationale for the termination of a labor contract and the violations of the labor discipline, although such a conclusion is impossible to be made based on the regulatory provisions – neither in a positive, nor in a negative sense. However, dismissal of an employee for an unsatisfactory result is not clearly differentiated from other grounds for termination of the labor contract upon the employer's initiative that can be applied to the employee during probation, since in this period of time the worker is subject to the labor legislation to the fullest extent. Also, it is obvious that there are some questions about what exactly the rationale for termination of labor relations should look like and how it should be formalized in case the employee fails to pass probation – see clause 14 of Part 1, Art. 81; clause 4 of Part 1, Art. 77 or Art. 71 of the Labor Code of the Russian Federation.

The conclusions drawn from the enforcement practices also do not provide any compelling arguments regarding why the probation period may not be extended within the framework specified by law. In its turn, the legislation also does not provide any logical explanation for why the institution of probation shall not be applied to the cases of the employee's transfer to another job (position).

To resolve these issues, as well as to shape a relevant structure for probation upon hiring in the legislation it is necessary to establish precisely what kind of probation shall be used – the employer's probation for the employee, the employee's probation for the employer, or a mixed assessment. Choosing the third option, the legislator should at least specify the timeframe and the allowed assessment forms, the consequences for the probationer, specificities of their legal status in the probation period.

Discussion

Considering what the lawmaking experience of other states suggests (Kiselev, 1998: 79), the most universally applicable arrangement for probation upon hiring is for each party to a labor contract to make their own decision regarding their future interaction. Essentially, the national labor legislation cryptically hints at the third model, but it has never been built systematically. For example, Part 1, Art. 70 of the Labor Code of the Russian Federation specifies that 'when a labor contract is entered into, a provision may be made therein by agreement of the parties for the employee's probation to test their fitness for the job'. Hence, pursuant to this provision, we test the employee only, so we need to concur with P. V. Savvina who noted that this regulatory provision should be supplemented with the specification of the probation's goal for the employee (Savvina, 2016: 52).

Out of all the aforementioned attributes, in the framework of the probation's perception as the employee's test for the employer, the legislation specifies only a certain period during which the employee can terminate the labor relations with the employer: Part 4, Art. 71 of the Labor Code of the Russian Federation secures the rule that if, during the probation period, the employee comes to the conclusion that the job offered is not appropriate for them, they are entitled to discontinue the labor contract at their own discretion, having warned the employer in writing three days in advance.

Another fact calls attention to itself: according to Part 1 of the same article, in the case of an unsatisfactory result of probation, the employer shall have the right to discontinue the labor contract with the employee before the end of the probation period, having warned them in writing no later than three days in advance while indicating the reasons that served as grounds to recognize this employee as having failed to pass probation. Therefore, the employee shall not report on the sources of their complaint to anyone, and their termination from work is formalized using the general procedure for labor contract termination upon the employee's initiative (clause 3, Part 1, Art. 77 of the Labor Code of the Russian Federation). So, the fact the employer 'has failed to pass the probation' as well as the exact reason remain known only to the would-be employee.

In many countries, the worker's opinion about their employer's shortcomings stems from the termination of labor relations precisely upon the employee's initiative rather than by agreement of the parties, but such an interpretation of law is unusual for Russia and it does not comply with the actual application of provisions on the voluntary termination of employment. That said, although, Art. 80 of the Labor Code of the Russian Federation on voluntary termination of employment (Part 3) contains an indication that in cases of established violation by the employer of the labor legislation and other normative legal acts containing the norms of labor law, local normative acts, the terms and conditions of the collective contract, agreement or labor contract, the employer shall be obliged to discontinue the labor contract within the time period indicated in the employee's application.

Following the claim that historically, voluntary termination of employment in our country has been established as an analog to labor contract termination by agreement of the parties, the employee's notification about the intention to leave as such does not imply any negative connotations toward the employer. However, what should be done about the scenario when in the probation period, the employee comes to the conclusion that the job they have been offered does not suit them, because the employer violates the rights of this employee or any others? Neither Art. 80, nor Art. 71, nor Art. 84.1 of the Labor Code of the Russian Federation does not specify that in case of the established aforementioned violations, the employer is obliged to include these data in the statement on the worker's

voluntary termination of employment. An imbalance between the employee's and employer's rights and responsibilities is obvious.

There is also no logic in the terms symmetrically chosen by the legislature for terminating the labor relations in the probation period without specifying the priority. For example, if an employee submits a letter of notice in case of voluntary termination, a notice of unsatisfactory probation results will go into effect the same day as the last working day of the employee. And, since in accordance with Part 5, Art. 84.1 of the Labor Code of the Russian Federation, an entry shall be made in the work-record book concerning the grounds and reason for the termination of the labor contract (singular) by the employer, it appears impossible for the employer to make two entries at once or to note two grounds for the termination of the labor law. So, obviously, the employer will choose the reason that is more beneficial for them. Such a situation would have been impossible if the law had granted the employer the right to terminate the labor contract with an employee in case of unsatisfactory probation not 'before the end of the probation period, having warned them in writing no later than three days in advance while indicating the reasons that served as grounds to acknowledge this employee as having failed to pass probation', but at a certain stage of the probation, at the instant strictly defined by law. It is logical to give the employer the respective right at the end of probation to rule out the employees' claims that they have not been given enough time 'to show their potential'. However, picturing a person who does not do anything for almost three months while the employer has to put up with them at the workplace, it must be admitted that such a long period of waiting is hardly always justifiable.

That said, particular focus should be on the provision of Part 3, Art. 70 of the Labor Code of the Russian Federation, specifically: 'during the probation period, the employee is covered by the provisions of the labor legislation and other normative legal acts containing norms of labor law, the collective agreement, agreements and local regulatory normative acts'.

Therefore, if an employee has allowed an unexcused absence during probation, for example, the decision on disciplinary action against them shall be made on common grounds without waiting for the end of probation. However, due to the lack of clear specifications for such situations in the law, the enforcement practices features a surprising diversity of viewpoints.

Thus, there is the viewpoint when the court decides that the right to choose the grounds for dismissal (disciplinary or based on probation results) is the exclusive right of the employer, since both options seem to suit them. For example, the appellate decision by the Nizhny Novgorod Regional Court of June 7, 2016, on case No.33-6651/2016 features the conclusion that 'under current law, it is the employer that has the right to choose the measures regarding the employee who has committed a violation, specifically: the settlement on whether to take any disciplinary actions against them or to terminate the contract upon the expiration of the probation period, in the course of which the employee has committed a violation'.

Also, there are the opinions of courts that are opposite in their arguments and conclusions to the aforementioned: these imply the idea of a correlation between the terms and the procedures for disciplinary actions for them to serve as justification for the worker's dismissal after they fail to pass probation upon hiring. Thus, the appellate decision of the Moscow City Court of June 23, 2022, on case No. 33-20771/2022 features the opinion that 'the conclusion of the probation results presented to the court with a reference to the violation of terms established for the tasks and the claimant's failure to fulfill the tasks assigned may not serve as refutable evidence of K. A. V.'s failure to pass probation, since no explanations were demanded from the claimant during the work in the framework of Article 193 of LC of RF, and neither was the employee held to disciplinary liability. There were no official administrative notes regarding the employee, and the witnesses to improper performance of duties by the employee did not confirm it in court'.

Referring to the fact that 'a labor contract with an employee may be terminated at any time during the probation period as soon as the employer identifies any evidence of a failure (improper) performance of employment duties', the Second Court of Cassation of General Jurisdiction in the decision of May 12, 2020, on case No.88-11317/2020, notes that 'among the reasons to acknowledge the results of K.'s probation as unsatisfactory, a notification from Ralf Ringer Management LLC, among other things, specifies multiple cases when the employee provided payroll accounting summary information with fallacies and violations of submission dates; unsatisfactory work with subordinates that translated into setting objectives beyond both their job description and the claimant's job description as well; an

incorrect manner of addressing subordinates that did not comply with the business etiquette established in the company; a failure to fulfill the assignments and instructions from the direct manager (Director of the Department for Finance and Economics A.) on preparing the regulations on bonuses. The procedure and terms for dismissal regulated by Art. 193 of the Labor Code of the Russian Federation have been met by the employer'.

The Smolensk Regional Court reasons that 'when drawing conclusions regarding the probation results, the employer considers all the circumstances that characterize the employee's business professional aptitude and competencies, not only whether the employee has violated the labor discipline and, therefore, should be held to disciplinary liability,' however, then the following is stated: 'The work guidelines of a building operation worker of LLC Mir Tekstilya Trading House include the points that were violated by claimants: watering green plants and beds, taking out the trash to a specific place, monitoring the sanitation condition of the operating territory (clauses 3.6, 3.7, 3.8 of the guidelines). Considering the aforementioned circumstances, the judicial board assumes that the employer complied with the procedure of bringing the claimant to disciplinary responsibility set forth in Art. 192, Art. 193 of the LC of RF and the defendant was legally entitled to apply the disciplinary actions. A disciplinary sanction for violating work guidelines is justifiable considering the severity of the committed misconduct and the circumstances under which it was committed <...> Having analyzed the presented evidence, the judicial board comes to the conclusion that the employer had the grounds to dismiss A. P. and L. Yu. based on Part 1, Art. 71 of the LC of RF as the individuals that had failed to pass probation upon hiring' (appellate decision of the Smolensk Regional Court of December 16, 2014, on case No. 33-4579).

The Moscow City Court, on the contrary, pointed out in the appellate decision of May 24, 2013, on case No. 11-13485, that the terms for prosecuting the claimant set forth in Art. 193 of the Labor Code of the Russian Federation do not matter when making a decision on terminating the labor contract with an individual who has failed to pass probation upon hiring. Quotation: 'The arguments of an appeal petition regarding the violation of requirements set forth in Art. 193 of the Labor Code of the Russian Federation by the defendant are based on incorrect interpretation of labor legislation, since, in accordance with Art. 71 of the Labor Code of the Russian Federation, the dismissal of an employee upon the employer's initiative is not a disciplinary action due to provisions of Part 3, Art. 192 of the Labor Code of the Russian Federation'.

A similar position was shown by the Samara Regional Court (appellate decision of February 13, 2018, on case No. 33-1921/2018), which noted that the dismissal (termination of the labor contract) of a worker hired under conditions of probation to test their fitness for the job based on unsatisfactory results of the aforementioned probation is, by its legal essence, not a disciplinary action in the sense set forth in Art. 192 of the Labor Code of the Russian Federation, so the employer in this case shall not be obliged to comply with the procedure established by labor legislation for bringing the employee to disciplinary responsibility, but shall comply with the procedure for termination of the labor contract with the employee who has failed to prove their fitness for the job as set forth in Art. 70 and Art. 71 of the Labor Code of the Russian Federation.

In terms of the law, the circumstances that shall not classify as a disciplinary offense in the sense defined by the labor legislation may serve as legal grounds for dismissal of a worker based on the unsatisfactory results of probation, although they objectively prove that the employee being dismissed does not fit the job due to this job's specifics. These circumstances may include, among other things, the employee's failure to comply with the local normative acts, as in the case both when there are signs of a disciplinary offense in their actions and when there are none of them'.

Only one conclusion can be made from everything cited above: the legislation on probation upon hiring allows opposing interpretation of its provisions. Therefore, it should be specified clearly what the procedure looks like for terminating a labor contract with an employee who has failed to pass probation, why exactly can the labor contract be terminated and within what timeframes.

The author assumes that the termination of labor relations based on the employee's failure to pass probation should constitute a special procedure besides the general rule that specifies that during probation, the worker is covered by labor legislation to the fullest extent. For this purpose, a certain date when the results are summarized should be clearly defined.

Since we introduce new grounds for terminating labor relations, it is more logical to summarize results only at the end of this period. Such a conclusion stems from provisions of Article 3 of the Labor

Code of the Russian Federation on prohibiting discrimination. If an employer already has the right to part with the employee at any time under common terms despite their status of probationer, this means the employer is not disadvantaged in any way. As for the employee, if we admit that they can be dismissed any other way during probation, but because of other grounds, they will be stripped of some due guarantees without grounds.

While it is allowed to assess the worker's professional aptitude both in terms of their competencies and in terms of compliance with the labor discipline, the termination of labor relations based on the results of probation upon hiring should be tied to the procedure of prosecuting the worker. That said, it should be clear why the employee was considered to have failed to pass probation upon hiring to avoid any discrimination.

Currently, there is basically a global problem – what the grounds for the employee's dismissal look like, the one that may be applied based on the results of probation, since, according to Part 5 of Art. 84.1 of the Labor Code of the Russian Federation, an entry shall be made in the work-record book concerning the grounds and reason for terminating the labor contract in strict compliance with the language of this Code or other federal law, and with reference to the relevant Article, part of Article, clause of Article of this Code or other federal law.

The relevant language of Article 71 of the Labor Code of the Russian Federation suggests indicating the employees as 'having failed to pass probation', but in the context of clause 4, Part 1, Article 77, 'the dissolution of the labor contract at the employer's initiative' may become the immediate grounds for terminating the labor contract, the unsatisfactory result of probation may turn into a reason for dismissal.

This reason, though, in its turn has other reasons – a wrongdoing by the employee in the course of probation and non-compliance of the worker's professional aptitude with the employer's requirements established by the employer. Therefore, the grounds for the employee's dismissal shall be independent, while alternative reasons shall also be specified as mandatory for the employer to choose from.

Taking the aforementioned into account, the author does not support the suggestions of some other authors to formalize the end of labor relations based on the failure to pass probation in accordance with clause 14, Part 1, Art. 81 of the Labor Code of the Russian Federation.

It should also be discussed whether an employee may be offered a formal labor contract for the period of up to two months by the employer instead of probation upon hiring – perhaps, even several times. Obviously, they may, since a labor contract for the period of up to two months essentially does not have such restrictions in terms of the content and/or categories of workers. Given that nothing is indicated otherwise in the labor legislation, during the probation period, an employee can be tasked only with a part of their future responsibilities or just a certain work within the employment functions, a fixed-term labor contract from temporary work (up to two months) with a probation term can be easily entered into instead of a conventional labor contract for the indefinite period of time. By the way, this also allows arranging a hidden probation for the workers representing the categories that shall not undergo probation upon hiring according to Art. 70 of the Labor Code of the Russian Federation. Both scientists and executors of law have been noticing such an obvious defect for quite a long time (Kotov, 2015: 55–56).

It should be noted that the labor legislation features certain signs that probation upon hiring can be considered a kind of a fixed-term labor contract, though the provisions of Article 57 of the Labor Code of the Russian Federation in the first approximation suggest that it is just a term and condition of the labor contract with some attributes of a stipulation.

Thus, the employer shall have the right to discontinue the labor contract with the employee before the end of the probation period having warned them in writing no later than three days in advance while indicating the reasons that served as grounds to acknowledge this employee as having failed to pass probation. Still, the same procedure – on notifying the intention to terminate the labor relations three days in advance – is set forth in Art. 79 of the Labor Code of the Russian Federation as a procedure ending a fixed-term labor contract. The regulatory provisions of the opposite content are also identical: if the term of probation as a fixed-term labor contract has expired, but the employee continues working, they are considered to have passed probation. Based on the aforementioned, probation shall be allowed both as an additional condition for a labor contract (when an employee is assigned with a full scope of tasks during probation) and an independent type of a fixed-term labor contract entered into considering precisely what

labor contract between the parties will come into force later, in case of successful completion of probation (Drachuk & Kuchina, 2020).

The similarity between a probation period and a fixed-term labor contract confirms the court's conclusion that 'the employer's non-compliance with the period of notification as such shall not serve as evidence of illegal dismissal if the result of probation has been acknowledged as unsatisfactory. However, it should be remembered that in case the period of notification is violated, the court may change the date of termination of the labor law. Such an order can have some consequences – for example, the obligation for an employer to pay the worker the average salary amount accumulated during the period of an enforced absence (Art. 139, 234, 394 of the LC of RF)' (Trubnikova, 2019: 79).

However, there are also the opposite opinions in the academic literature. For example, N. A. Pivovarova notes that 'establishment in special legislation of the regulatory provisions specifying the cases when a fixed-term labor contract may be entered into with an employee for the probation period should be considered negative practices (Pivovarova, 2007: 201).

What other legal regulation problems of probation upon hiring can be outlined briefly?

The conclusions drawn from the enforcement practices do not provide any compelling arguments regarding why the probation period may not be extended in the framework specified by law. Indeed, Article 70 of the Labor Code of the Russian Federation specifies that probation may be set once and by agreement of the parties. However, if the parties, for example, do not set the second probation period then, but just include a provision on probation of, let's say, one month in an addendum to the labor contract, and in a new version – of two months, what in this procedure contradicts the law? The only logical explanation is that it seems prohibited and the fact that the worker has not been dismissed as one who had failed to pass probation in the first period originally established for them. However, in this case, the opposite scenario is possible: if the employee does not agree to extending the probation period, they will lose the job, since the employer for some reason still doubts and, therefore, sees a reason for the employee to persuade them of their competence. Hence, at least in this case, the legislator shall somehow express their opinion clearly.

By the way, extending the probation period is found abroad. For example, Article L1221-21 of the Labor Code of France allows one-time extension of probation for the period specified by the industry agreement, but no more than twice (Filipova, 2015: 102).

It is also worth considering why the workers transferred to another job (position) should not be covered by the institution of probation. Actually, Part 1, Art.72.2 of the Russian Labor Code subtly covers the possible assessment of the worker for the purpose of their further promotion (transfer to another job) that features all the attributes of probation. Thus, by agreement of the parties entered into in writing, an employee may be transferred temporarily to another job with the same employer for the period of up to a year, and, if by the end of the transfer period, the previous job is not provided to the worker and they have not demanded it and continue working instead, the provision on the temporary nature of the transfer agreement becomes null and void and the transfer is deemed permanent.

Possibly, the main problem is with the employee who has failed to pass probation when transferred to another job, but the legislators have essentially given the answer already – transfer them to the previous place. Hence, there is nothing complicated about transforming this part of the law.

There is also nothing complicated about a clear correlation between the position of an individual under probation and the worker subject to performance evaluation, since both cases are about the assessing professional aptitude. Obviously, the individual shall not be subject to performance evaluation as long as they are under probation and, ideally, even after – at least similarly those who have received higher education.

Last of all, it should be established whether the individuals for whom probation upon hiring is not set shall be classified similarly to those that are hired without any competition through this procedure. Probation is not set for individuals selected based by competition to fill the relevant position arranged according to the procedure set forth in the labor law and other regulatory legal acts containing the labor law provisions, therefore, competition and probation shall be considered interchangeable procedures to assess the employee's business aptitude. The current approach creates the incentive for the employer

who does not have any restrictions for hiring to choose this very method of recruiting when there is the risk of getting among the candidates some citizens who may not be subject to probation.

And the final question that will hardly get an unambiguous answer is if the procedure of probation is necessary at all for the employees whose work is qualified and does not require confirmation of this very qualification. Even a conventional labor contract allows assessing the conduct of such workers under the conditions excluding their discrimination. We will agree with G. A. Trofimova that to admit the possibility of setting a probation period for the worker who meets the qualification requirements of the occupied position means casting doubt on the data available in the documents they present. Also, the additional verification of a documented qualification of the employee is not always conducted by the individual knowledgeable enough in a particular area (Trofimova, 2015: 46–47).

Conclusion

Considering the aforementioned, it appears necessary to reform the institution of probation upon hiring. The legislator should:

1) specify the goal of probation, noting that when a labor contract is entered into by agreement of the parties, a provision may be made therein or in a separate agreement for the employee's probation to test their fitness for the job, as well as for the employee to decide on whether the offered job is suitable for them;

2) specify clearly that in case probation fails, the employer shall have a right to terminate the labor contract with the employee based on these grounds, specifically having warned them in writing no later than three days in advance while indicating the reasons that served as grounds to acknowledge this employee as having failed to pass probation (per the clear specification of law, these reasons should also include the non-compliance by the worker's professional aptitude with the employer's requirements and disciplinary offenses committed by the worker in the probation period);

3) establish that during probation, the worker is covered by the labor legislation to the fullest extent, including the grounds for discontinuing a labor contract provided for by this Code and other federal laws except for the employer's right to terminate the labor law with the employee in accordance with clause 3, Part 1, Article 81 of this Code;

4) introduce a new special rationale into Article 81 (excluding mentioning Article 71 in Article 77 of the Labor Code of the Russian Federation) – termination of a labor contract at the end of the employee's probation without further employment of the worker with this employer based on a wrongdoing by the employee during probation or in case the employer discovers that the worker's professional aptitude does meet the employer's requirements;

5) introduce the following provision into Article 193 (Part 3) of the Labor Code of the Russian Federation: 'Disciplinary actions shall be taken no later than one month after a misconduct is revealed apart from the days when the employee was sick, was on vacation, as well as the time required to consider the opinion of the employee representative body. Disciplinary actions shall be taken at any time in the probation period before the end of the probation or may be replaced by termination of the labor contract upon the employer's initiative due to the end of probation without further employment with this employer for the worker based on a wrongdoing by the employee during probation. Such replacement is allowed in case of either multiple violations of the labor discipline by the employee in the probation period or a single severe violation of labor discipline by the employee in the probation period, with the subsequent disciplinary actions against the worker';

6) in this regard, amend the list of disciplinary punishments (Art. 192 of the Labor Code of the Russian Federation) with the aforementioned case;

7) in Article 70 of the Labor Code of the Russian Federation after the words 'persons who enter into a labor contract for the term of up to two months' introduce the phrase 'as well as persons who have previously entered into a labor contract for the term of up to two months with the same employer for the same employment function and hired by the same employer again given that the employee has not worked with this employer for the period at least equal to the probation period upon hiring over the last three years';

8) secure that probation is arranged for the individuals hired without any documents regarding their education and/or qualification or any special knowledge required.

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Date of Paper Receipt: November 11, 2022
Date of Paper Approval: December 1, 2022
Date of Paper Acceptance for Publishing: December 30, 2022