###### Research staff, distance work

The agreement form is approved

by the rector’s order d.d. 29.09.2014 No.264

EMPLOYMENT CONTRACT ON DISTANCE WORK

Chelyabinsk d.d. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Federal State Autonomous Educational Institution of Higher Education “South Ural State University (National Research University)”, hereinafter referred to as **“University”,** represented by the rector (vice- rector)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(surname, given names)

acting under the University Charter (the power of attorney No. \_\_\_\_ d.d. \_\_\_\_\_\_\_\_\_\_\_\_ ), on the one hand

and

***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***

(surname, given names)

academic degree:

hereinafter referred to as **“Distance work employee”** have concluded the present contract on the following:

### I. Subject of the contract

1.1. Under the present employment contract the Employer provides a Distance work employee with a job

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (position)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(employment place)

at 0,5 wage rate (and) the Distant work employee obliges to perform scientific work in correspondence with assignment letter, as well as the other works provided hereof and in the job statement.

1.2. The distance work employee performs his duties remotely *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

1.3. The contract is concluded for (according to the type of work performed) *(underline as appropriate)*:

- indefinite period

- fixed period *(specify its duration)*

1.4. The contract is:

**- of full-time employment;**

- **a contract for a part-time position (external/internal);** (underline as appropriate)

1.5. The distance work employee is obliged to start his work on \_\_\_\_\_\_\_\_\_\_\_\_\_.

1.6. The distance work employee is employed without probation.

1.7. To perform the work and to interact with the Employer and the Distance work employee on issues related to its implementation, the information and telecommunication networks of public service, including the Internet are used.

**II.** **Obligations of the Parties**

The Parties are obliged to comply with the norms of the Labor legislation of the Russian Federation, acts of the Russian Federation and other laws and regulations of Federal Executive Agencies containing employment and labor laws, University Charter, Collective Employment Agreement, industrial agreement, University normative local laws and the present contract with the provisions specified by the Chapter 49.1 of the Labor legislation of the Russian Federation.

 2.1. The distance work employee shall:

2.1.1. dutifully perform labor functions as prescribed by the p.1.1. hereof and the job description;

2.1.2. annually fill out the official task and submit a report to the head of the structural department on its implementation;

2.1.3. comply with the requirements of labor protection when working with the equipment provided by the employer;

2.1.4. care with respect to the property of the employer entrusted to the employee to perform his labor obligations and, if needed, take measures for the prevention of damage of property as specified;

2.1.5. inform the Employer by email on the start of temporary disability period within one (1) day from the moment of its beginning. To provide compulsory insurance coverage for statutory short-term disability insurance for work and in connection with maternity, send the employer original documents required by the federal laws and other regulatory legal acts of the Russian Federation by registered post with confirmation;

2.1.6. have appropriate software to perform labor duties as assigned;

2.1.7. review and sign documentation required for performance of labor duties sent by the Employer, within 3 days from the receipt date.

2.2. Noninclusion in the labor contract of any rights or obligations of the Employee established by the Labor legislation of the Russian Federation and other normative legal acts containing norms of the labor law, local regulatory acts, cannot be considered as a refusal to exercise these rights or perform such duties.

2.3. The Employer is entitled to:

2.3.1. following the rules of the Labor legislation of the Russian Federation and other normative legal acts containing norms of the labor law, local regulatory acts, provisions of agreements and the present contact;

2.3.2. providing the employee with work in accordance with the provisions hereof;

2.3.3. brining the requirements of labor protection to the attention of the Employee;

2.3.4. maintaining records of working time performed by the Employee;

2.3.5. ensuring timely payments to the Employee in accordance with his academic qualification, position obtained and the quality of performed work;

2.3.6. acquainting the Employee with the local regulatory enactments directly related to his labor activity, in the manner prescribed in clause 1.7. hereof;

2.3.7. carrying out obligatory social insurance of the Distance work employee in the order established by the current legislation of the Russian Federation;

2.3.8 ensuring safety conditions and protection of labor for the distance work employee in the scope prescribed by the paragraph 17, 20, 21 part 2, Art. 212 of the Labor legislation of the Russian Federation;

2.3.9. compensating the Distance work employee for sending registered letters with confirmation related to the performance of distance work, and also paying compensation for the use of rented equipment by the Distant work employee as well as software and hardware, protective equipment and other, reimbursing other expenses related to the performance of distance work, in the amount specified in section 4 hereof;

2.3.10. sending the Employee stamped and signed copies of documents, connected to his work, by registered mail with confirmation, within 3 days after receipt of application request;

2.3.11 performing any other duties as assigned by the Labor legislation of the Russian Federation and other normative legal acts containing norms of the labor law, agreements, local regulatory acts and the present contract.

**III. Rights of the Parties**

3.1. The Distance Work Employee has a right to:

3.1.1. exercise the rights covered by the Labor Code of the Russian Federation, University Charter, Internal Work Regulations and Collective Employment Agreement;

3.1.2. change and terminate the Contract in a manner and terms prescribed by the Labor Code of the Russian Federation and other federal laws;

3.1.3. perform the work prescribed hereof;

3.1.4. receive precise information on the employment terms and requirements of labor protection when working with the equipment provided by the Employer;

3.1.5. receive on time and full payments in accordance with the academic qualification, work complexity and the quantity and quality of performed work;

3.1.6. have a rest, that is, observance of daily working hours, weekly rest days, paid annual leave, in accordance with this Employment Contract and the Labor legislation of the Russian Federation;

3.1.7. have a mandatory state social insurance prescribed by the terms of the Russian Federation legislation in force for the Employment Contract validity period;

3.1.8. execute any other rights prescribed by the Labor legislation of the Russian Federation, internal regulations of the labor order and other local regulatory acts.

3.2. The Employerhas a right to:

3.2.1. change and terminate the Contract with the Distance Work Employee in a manner and terms prescribed by the Labor Code of the Russian Federation, other federal laws and the present Employment Contract;

3.2.2. require the Distance Work Employee to perform his duties and careful attitude to the property of the Employer, given to the Distance Work Employee for the performance of labor duties, compliance with the rules of internal labor regulations in the part that does not contradict the conditions of this Distance Work Employment Contract and other local regulations;

3.2.3. control the work performed by the Distance Work Employee, observance of the internal rules of the labor order in the part that does not contradict the conditions of this Distance Work Employment Contract and other local regulations;

3.2.4. bring the Distance Work Employee to the disciplinary and material responsibility for non-performance and poor performance of the Employee’s job duties in the order prescribed by the Labor Code of the Russian Federation and other federal laws;

3.2.5. execute any other rights prescribed by the Labor legislation of the Russian Federation, internal regulations of the labor order and other local regulatory acts.

**IV. Salary**

4.1. For the work duties performance prescribed by this Employment Contract the Distance WorkEmployee has the following salary:

4.1.1. The position salary of the 2 qualification level of professional qualified group of research staff and heads of departments

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **RUB.**

4.1.2. Compensatory payments:

4.1.3. Incentive payments:

**- payment for the intensity and high performance of work, complexity**

**till \_\_\_\_\_\_\_\_\_\_\_\_\_ RUB**

4.2. Payments for the work in the regions with the specific climate conditions – regional payment rate \_\_\_\_\_\_\_% is paid for the take-home pay including the position salary, fringe benefits, bonuses and other payments in the amount specified for the work implementation mentioned in p. 1.2.

4.3. Upon the presentation of the Head of the Department, the Distance Work Employee may be provided with stimulating allowances and payments provided for by the Regulations on Compensation at the University.

4.4. The salary is paid at least 2 times per month. The calendar days of the salary payment are the 21st day of the current month and the 6th day of the next month.

4.5. The sources of funding do not influence the conditions of the Employment Contract.

**V. Work and rest schedule**

5.1. The distance work employee has six-day working week with one weekend (Sunday), 18 hours per week.

5.2. The working time duration is settled by the distance work employee at his own discretion.

5.3. The distance work employee has 36 days paid holiday.

#### VI. Auxiliary conditions of the employment contract

6.1. The Distance work employee undertakes obligations of nondisclosure of the legally protected secrets (state, business, commercial or any other),

6.2. The payment of salary is made in the currency of the Russian Federation (in rubles). Crediting of monetary recourse in equivalent amount to an account in \_\_\_\_\_\_\_\_\_ (*specify the currency)* is done according to the Central Bank of Russia rate on the date of payment.

**VII. Liabilities of the Parties**

The Parties hereof are responsible for any violation of its terms according to the current legislation of the Russian Federation, University Charter, Collective Employment Agreement and other local normative acts of the Employer.

**VШ. Termination of the employment contract**

The termination procedure for the employment contract is based on the Labor Code of the Russian Federation.

**IХ. Procedures formalizing employment relations**

9.1. The present contract is made in two copies.

9.2. According to the agreement of the parties, information on distance work is/is not added (underline as appropriate) to the work record book of the Distance work employee, the work record book is issued/not issued (underline as appropriate) when the contract concluded for the first time.

X. Details of the Parties

10.1. South Ural State University

 454080, Russia, Chelyabinsk, Lenina ave., 76; TIN - 7453019764\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

10.2.

(surname, given names, address of the Distance work employee)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Passport: series \_\_\_\_\_\_\_\_\_\_\_ No.

Issued by

State pension insurance certificate No \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TIN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of birth

Email

**XI.** 11.1. I have read and understood the regulations for employee personal data protection.

 ***Distance work employee***

 \_\_\_\_\_\_\_\_\_\_\_

 (signature) (surname)

“\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_01\_\_

11.2. I have read and understood the University Charter, Collective Employment Agreement, University internal work regulations and duty instructions.

 ***Distance work employee***

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (signature) (surname)

“\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_201\_\_

***Rector(Vice-rector) of the University Distance work employee***

\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (signature) (surname) (signature) (surname)

 “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_201\_\_ “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_201\_\_

L.S.

I have received the second copy of the Employment contract.

 ***Distance work employee***

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_

 (signature) (surname)

“\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_201\_\_

Agreed by:

Head of International

Affairs Division \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ”\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_201\_\_

 (signature) (surname) (date)

Head of School \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ”\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_201\_\_

 (signature) (surname) (date)

Personnel management department \_\_\_\_\_\_ “\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_201\_\_ (signature) (surname) (date)

Performed by: