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**EMPLOYER'S LIABILITY FOR DAMAGE CAUSED
BY A VIOLATION OF THE RIGHT TO WORK DURING
EXECUTION OF A LABOUR CONTRACT UNDER
THE DRAFT LABOUR CODE OF UKRAINE**

The article examines the provisions of the draft Labour Code of Ukraine concerning the liability of the employer for damages caused by a violation of the right to work at the execution of the labour contract.

Author of the article identified the following shortcomings of the draft Labour Code of Ukraine.

1. Compensation for damage is provided only to persons sent to work at the expense of the established quota.

2. Compensation for damage is provided only in the amount of double rate of the minimum wage prescribed by law.

3. Employer is exempted from liability if the employee signs a labour contract.

4. There is no possibility to oblige an employer to conclude a labour contract with a person who unreasonably refused to hire him/her, except workers with quotas.

5. There is no obligation to provide an explanation in writing indicating the reasons for the refusal to hire.

6. There is no provided clarification what unreasonable refusal to hire means.

7. Improper use of terminology.

As a result of unjustified refusal to hire, a person loses income that he/she would receive if his/her right to work was not violated. The essence of the liability of the employer is to reimburse forgone income in full.

All employees must have the right to get recovery for damages caused by the unjustified refusal to hire.

It is appropriate to provide the obligation of the employer to conclude an employment contract with a person who has been unreasonably refused to hire if the person puts forward relevant requirements.

Author proposed a classification of the unjustified refusal to hire, which should be fixed in the legislation.