Lecture-12. Disciplinary responsibility and violations in the field of information security

The labor activity of employees is mostly regulated by the labor contract with the employer (as well as by the collective agreement) and the Labor Code of the Republic of Kazakhstan, and in relation to civil servants, also by the relevant Law of the Republic of Kazakhstan "On the Civil Service of the Republic of Kazakhstan". It should be noted that in the latter case, a civil servant can act as an official, as well as an authorized representative of the state, respectively, additional requirements for his work may be applied to him.

In the labor activity of employees there is such a thing as disciplinary responsibility. This is the application of disciplinary measures to employees for non-performance or improper performance of their labor duties by the employer. The employer has the right to bring the employee to disciplinary liability in accordance with the norms of the Labor Code of the Republic of Kazakhstan. The reason for this may be, for example, failure to fulfill assigned duties, etc., that is, duties that have arisen on the basis of labor relations between the employee and the employer. At the same time, we note that, as a rule, an employment contract establishes an obligation for the employee to comply with internal rules, procedures, etc., with which the employee is familiar and is obliged to comply. Those. non-compliance by an employee with the approved provisions of the organization in the field of information security may entail bringing him to disciplinary responsibility.

If there is responsibility, there is also punishment. There are the following types of disciplinary sanctions that are applied by the employer when bringing to disciplinary responsibility.

- comment;
- rebuke;
- severe reprimand;
- termination of the employment contract.

The procedure for applying such penalties is established by law. Let's consider its main points. So, before applying a disciplinary sanction, the employer is obliged to request a written explanation from the employee. If, after two working days, a written explanation is not provided by the employee, then an appropriate act is drawn up. The employee's failure to provide an explanation is not an obstacle to the application of a disciplinary sanction. For each disciplinary offense, only one disciplinary sanction may be applied to an employee.

The act of the employer (order) on the imposition of a disciplinary sanction on the employee cannot be issued during the period:

1) temporary disability of an employee (illness, etc.);
2) release of the employee from work for the period of performance of state or public duties;
3) the employee is on vacation or inter-shift rest;
4) the employee is on a business trip.

The act of imposing a disciplinary sanction is announced to the employee subjected to disciplinary action against signature within three working days from the date of its issuance. If the employee refuses to confirm with his signature the familiarization with the employer's act, a corresponding entry is made in the act on the imposition of a disciplinary sanction.

If it is impossible to familiarize the employee personally with the employer's act on the imposition of a disciplinary sanction, the employer is obliged to send the employee a copy of the

act on the imposition of a disciplinary sanction by letter with notification within three working days from the date of issuance of the employer's act.

The period of validity of the penalty may not exceed six months from the date of its application, with the exception of termination of the employment contract. An employer who has imposed a disciplinary sanction on an employee has the right to remove it ahead of schedule by issuing an act of the employer - an order, etc.

Let's take an example. The employee is charged with the obligation to organize the work of IS and control the identification of users of IS belonging to the organization. As a result of improper control by the employee, i.e. in violation of the requirements established by the organization for daily updating of information about incidents, daily updating of anti-virus databases, etc., such actions were performed with a delay of several days, which in turn could lead to failures in the operation of the IS. Thus, in the presence of rules, procedures, regulations, etc., established in the company in the form of rules, describing the requirements for the work of the IS: an authorized employee (the subject of the offense) was inactive and did nothing (the objective side) in relation to the organization of the normal operation of the IS established internal procedures of the organization (object), as a result of which these approved procedures of the organization were violated due to the negligence of the employee, entailing possible damage (subjective side).

It should be noted that such above cases, as a rule, are not public (i.e., latent, hidden), since there are image risks of such an organization in relation to the provision of information security, which can and usually constitute a commercial or other secret of such an organization.

As we have already noted, the fact of a violation may lead to another type of liability, for example, if in the above case there was damage to the organization - i.e. we can talk about material (civil liability), which we will consider in detail in subsequent questions of the lecture. Nevertheless, we will consider cases when disciplinary liability entails the emergence of material liability. Material liability (i.e. civil liability for compensation for the harm caused by the offense) in the full amount of damage caused to the employer is assigned to the employee in the following cases:

1) failure to ensure the safety of property and other valuables transferred to the employee on the basis of a written agreement on the assumption of full liability;
2) failure to ensure the safety of property and other valuables received by the employee under the report on a one-time document;
3) infliction of damage in a state of alcoholic, narcotic or substance abuse intoxication (their analogues);
4) shortage, deliberate destruction or deliberate damage to materials, semi-finished products, products (products), including during their manufacture, as well as tools, measuring instruments, special clothing and other items issued by the employer to the employee for use;
5) violation of the non-competition clause (i.e. a hotel agreement on the restriction of work in competing organizations), which caused damage to the employer;
6) in other cases stipulated in the labor, collective agreements.

Thus, in the above cases, the employee is held civilly liable for compensation for the harm caused, including if this is the result of such a disciplinary offense.