

Decision of the Players' Status Chamber

passed on 4 July 2023

regarding an employment-related dispute concerning
the coach Chizhov Valerii Nikolaevich

BY:

Mr Gregory Durand (France)

CLAIMANT:

Chizhov Valerii Nikolaevich, Russia

Represented by Anton Smirnov

RESPONDENT:

FC Shakhtyor Soligorsk, Belarus

Represented by Igor Merkulov

I. Facts of the case

1. On 13 April 2022, the Russian coach Chizhov Valerii Nikolaevich (hereinafter *the Claimant* or *the coach*) and the Belarussian club Shakhtyor Soligorsk (hereinafter *the Respondent* or *the club*) concluded an employment agreement (hereinafter *the Employment Agreement*) valid as from 13 April 2022 until 12 April 2023.
2. In accordance with Clause 6.1 of the Employment Contract, the Claimant was entitled to a salary of “6,479.00 (Six thousand four hundred and seventy nine) rubles”.
3. Furthermore, in Clauses 7 and 8 of the Employment Contract the Claimant and the Respondent (hereinafter *the parties*) agreed that:
 - “7. Salary is paid to the Employee regularly (**on the 14th day of each month**) in monetary units of the Republic of Belarus and transferred to the current (settlement) account of the Employee;
 8. Salary is paid in the monetary units of the Republic of Belarus”
4. On 14 April 2022, the parties allegedly signed an additional agreement no. 2 (hereinafter *the Employment Agreement No. 2*), by which they established:
 1. The parties agreed to **amend the paragraph 6.1. of the contract** in the following wording:
6.1. The **salary is EUR 3,000 (Three thousand) (the amount of payment after taxation and payment of contributions to the Social Protection Fund) per month**, taking into account taxes and fees stipulated by the legislation of the Republic of Belarus as of the date of signing the contract. Payment is made in Belarussian rubles at the official exchange rate of the National Bank of the Republic of Belarus on the day of transfer.
 2. The parties have agreed to supplement the contract with subparagraph 6.4.1. of the following content:
6.4.1. payment of allowances based on the results of performance in football tournaments during the validity of the contract in Belarussian rubles at the official exchange rate of the National Bank of the Republic Belarus on the day of transfer in the following amounts and terms:
 - **for winning (first place) in the Championship of the Republic of Belarus USD 10,000** (ten thousand) (the amount of payment after taxation and payment of contributions to the Social Protection Fund), the allowance is paid until the end of the relevant year, provided that the Employee is in an employment relationship with FC «Shakhtar» CJSC on the date of the last game of the season;
 - **for winning the Cup of the Republic of Belarus USD 5,000** (five thousand) (the amount of payment after taxation and payment of contributions to the Social Protection Fund). The allowance is paid until the end of the relevant year, provided that the employee is in an employment relationship with FC «Shakhtar» CJSC on the date of the last game of the season;
 - **for qualifying for the group stage of the Champions League in the amount of USD 20,000** (twenty thousand) (the amount of payment after taxation and payment of

contributions to the Social Protection Fund). The allowance is paid until the end of the relevant year, **provided that the employee is in an employment relationship with FC «Shakhtar» CJSC on the date of the last game of the season;**

- **for qualifying for the group stage of the Europa League in the amount of USD 15,000** (fifteen thousand) (the amount of payment after taxation and payment of contributions to the Social Protection Fund). The allowance is paid until the end of the relevant year, **provided that the employee is in an employment relationship with FC «Shakhtar» CJSC on the date of the last game of the season;**

- **for qualifying for the group stage of the Conference League in the amount of USD 10,000** (ten thousand) (the amount of payment after taxation and payment of contributions to the Social Protection Fund). The allowance is paid until the end of the relevant year, **provided that the employee is in an employment relationship with FC «Shakhtar» CJSC on the date of the last game of the season.**" (emphasis added)

5. On 19 April 2022, the parties signed an additional agreement no. 1 (hereinafter *the Employment Agreement No. 1*), by which they established:

"1. Parties agreed that the Employer compensate the Employee expenses for the purchase of tickets (economy class) for 2 (Two) flights Minsk-Moscow, Moscow-Minsk during the validity of the present contract.

2. Parties agreed that the Employer reimburse the Employee expenses for living (rented housing) on the basis of calculation 500 (five hundred) rubles in a month upon submission the relevant documents." (emphasis added)

6. On 30 September 2022, the Claimant allegedly signed the following document:

"I confirm that at the time of signing this letter FC «Shakhtyor» has fulfilled its financial obligations to me in terms of remuneration, which were formed as of 30 September 2022, in full."

7. In this respect, the Claimant argued that *"with full responsibility and categorically states that he did not sign such a letter, and his signature on it is a forgery. Even with a cursory comparison of various documents signed by the coach, the FIFA Football Tribunal can verify that the signature in question does not belong to him."*

8. Allegedly, in December 2022, the Respondent hired a new coach and *"by January 2023 the situation had developed that the Club did not need the services of the Coach."*

9. On 9 January 2023, the Claimant sent a notice to the Respondent, alleging that the salaries were not paid in full. In this respect, the Claimant requested the payment of the following amounts:

- *"on salary for April 2022 – EUR 745.43;*
- *on salary for May 2022 - EUR 896.27;*
- *on salary for June 2022 - EUR 921.96;*
- *on salary for July 2022 – EUR 805.53;*

- on salary for August 2022 - EUR 700.25;
 - on salary for September 2022 - EUR 693.58;
 - on salary for October 2022 - EUR 790.9;
 - on salary for November 2022 - EUR 621.8;
 - on salary for December 2022 (by 14.01.2023) - EUR 3,000;
 - indexation of salary in connection with the delay in its payment, starting from the 15th day of each month until the date of actual payment;
 - bonus (allowance) for winning the Championship of the Republic of Belarus - USD 10,000.”
10. In the same correspondence, the Claimant pointed out that *“Salary arrears for the period April 2022 - November 2022 amount to more than 2 average monthly earnings of the Coach, debt on the bonus (allowance) for winning the Championship of the Republic of Belarus is more than 2 average monthly earnings of the Coach, and the payment of the amount of a one-time bonus on 31.01.2023 will be more than 30 days overdue. All of the above circumstances, both in aggregate and individually, allow the Coach to terminate the Contract due to a just cause, namely, a significant violation by the Club of the terms of the Contract.”*
 11. On 16 January 2023, the Respondent replied that it cannot accept any unilateral termination and requested the Claimant to return to the club.
 12. Allegedly, the Claimant arrived to the club, where he was offered *“to terminate the Contract without payment by the Club of the full amount of the debt and compensation for early termination of the Contract at the initiative of the Club”*, which he refused.
 13. Allegedly, the Respondent started to *“take actions aimed at discriminating the Coach and forcing the Coach to terminate the Contract.”*
 14. In this regard, on 19 January 2023, the Respondent reassigned the Claimant to the second team. The Respondent argued that this decision was *“conducted in strict accordance with Article 31 of the Labor Code of the Republic of Belarus.”*
 15. What is more, the coach argued that the Respondent *“forcibly evicted the Coach from the Club's training base.”*
 16. On 22 January 2023, the Claimant sent another letter to the Respondent, requesting the latter *“to eliminate a significant violation of the Contract, expressed in the arrears in salary and a one-time remuneration in an amount equal to or more than the amount of 2 average monthly earnings, and announced his intention to immediately unilaterally terminate the Contract”*.
 17. On 27 January 2022, the Claimant was reassigned to perform his work with the second team and the respective facilities.
 18. On 31 January 2023, the Claimant sent another notice to the club, asserting that the latter has been in a constant breach of the contract and requested the following:

“As of the date of drafting the present Claim, the Club has the following debts to me: for salary for the period April 2022-December 2022 - EUR 9,035.21; bonus (allowance) for winning the Championship of the Republic of Belarus – USD 10,000. On January 09, 2023, Claim and a Request for the provision of documents were sent to the Club by me.

On January 22, 2023, the second Claim was sent to the Club by me.

Despite the receipt of Claims, for the period from 09.01.2022 to 31.01.2023 the Club did not fulfill its financial obligations to me and did not pay the existing debts, both in full and in part. (...)

Article 82 of the Swiss Code of Obligations (as amended on 01.01.2023) enshrines the contractual principle exceptio non adimpleti contractus, which is as follows: «A party to a bilateral contract may not demand performance until he has discharged or offered to discharge his own obligation, unless the terms or nature of the contract allow him to do so at a later date.»

19. In view of the above, the Claimant suspended his obligation until the Respondent fulfils its financial obligations.
20. On 3 February 2023, the Claimant sent another notice to the Respondent, requesting the outstanding amounts and granting the latter 15 days to comply with its financial obligations, however, to no avail. The existence of this correspondence was disputed by the Respondent.
21. On 4 February 2023, the Claimant requested a further payment of 294 Belarussian rubles, corresponding to living expenses within the next 10 days. The existence of this correspondence was disputed by the Respondent.
22. On 6 February 2023, the Respondent allegedly received a report in accordance with which the Claimant was absent as from 2 February 2023.
23. On 9 February 2023, the Respondent terminated the contract with the Claimant:

“We inform you, that you was dismissed from FC Shakhtar CJSC on 09.02.2023 for absenteeism without valid reason according to s. 2 p. 7 art. 42 Labor Code of the Republic of Belarus and the final calculation with you under the dismissal was performed.”

The order:

“In connection with absence on the working place from February, 02 2023 to February, 06 2023 without valid reasons

TO DISMISS:

CHIZHOV Valeriy Nikolaevich, a coach, February, 09 2023 for the absenteeism without valid reasons according to s. 2 p. 7 art. 42 of the Labor Code of the Republic of Belarus.

Working leave was used completely.

Ground: report from 06.02.2023, absence from work act from 06.02.2023.”

24. The Respondent's accountant signed the following "certificate of the salary and other income" dated on 7 April 2023:

The total income for the period from April 2022 to February 2023, including all types of payment, makes:

Months	Accrued	Income Tax	Pension fund	Other amounts withheld	Net pay (in Belarusian rubles)
April 2022	3 902.51	507.33	39.04	201.05	3 155.10
May 2022	6 510.00	846.30	67.14	-	5 596.56
June 2022	7 510.00	856.74	65.90	-	6 587.36
July 2022	7 510.00	993.08	76.39	-	6 440.53
August 2022	6 510.00	846.30	65.10	-	5 598.60
September 2022	7 010.00	911.30	70.10	-	6 028.60
October 2022	7 010.00	911.30	70.10	-	6 028.60
November 2022	6 145.72	839.53	64.58	509.85	4 731.76
December 2022	4 896.16	636.50	48.96	1267.23	2 943.47
January 2023	4 703.37	611.44	34.79	-	4 057.14
February 2023	87.57	-	0.88	-	86.69
Total:	61 795.33	7 959.82	602.97	1 978.13	51 254.41

Total Net Pay: Fifty-one thousand two hundred and fifty-four rubles 41 kopecks

This certificate is issued upon request of interested entity

25. The Claimant did not sign a new employment contract for the relevant overlapping period.

II. Proceedings before FIFA

26. On 27 March 2023, the Claimant filed the claim at hand before FIFA. A brief summary of the position of the parties is detailed in continuation.

a. Position of the Claimant

27. The requests for relief of the Claimant were the following:

"Demands:

In view of the foregoing, the Coach requests the Players` Status Chamber (PSC):

1. Recover from the Club a total amount of EUR 11,628.5 net, which consists of:

- salary for April 2022 - EUR 604.9 net;
- salary for May 2022 - EUR 896.3 net;
- salary for June 2022 - EUR 922 net;
- salary for July 2022 - EUR 805.5 net;
- salary for August 2022 - EUR 712.3 net;
- salary for September 2022 - EUR 722.4 net;

- salary for October 2022 - EUR 790.9 net;
- salary for November 2022 - EUR 1 631,3 net;
- salary for December 2022 - EUR 1 990,4 net;
- salary for January 2023 -EUR 1 588,2 net;
- salary for February 2023 (from 01.02.2023 to 09.02.2023) -EUR 964.3 net.

2. Recover **interest** from the Club for late payment of salary, starting from the dates when these amounts should have been paid in accordance with p. 7 of the Contract (that is, for each amount, starting from the 15th day of the month following the worked one), to date of effective payment:

- in the amount of EUR 604.9 net, starting from May 15, 2022;
- in the amount of EUR 896.3 net, starting from June 15, 2022;
- in the amount of EUR 922 net, starting from July 15, 2022;
- in the amount of EUR 805.5 net, starting from August 15, 2022;
- in the amount of EUR 712.3 net, starting from September 15, 2022;
- in the amount of EUR 722.4 net, starting from October 15, 2022;
- in the amount of EUR 790.9 net, starting from November 15, 2022;
- in the amount of EUR 1 631,3 net, starting from December 15, 2022;
- in the amount of EUR 1 990,4 net, starting from January 15, 2023;
- in the amount of EUR 1 588,2 net, starting from 10.02.2023 (the date following the date of dismissal);
- in the amount of EUR 964.3 net, starting from 10.02.2023 (the date following the date of dismissal).

3. Recover from the Club a **bonus for winning the Championship of the Republic of Belarus** in the **2022** sports season in the amount of **USD 10,000 net**.

4. Recover **interest** from the Club for the late payment of the bonus for winning the Championship of the Republic of Belarus in the 2022 sports season, starting from 01.01.2023.

5. Recover **reimbursement of living expenses** from the Club for January 2023 - **294 Belarusian rubles net**.

6. Recognize the **dismissal of the Club on 09.02.2023 as a dismissal without a legal basis** (without a valid reason).

7. Recover **compensation** from the Club for termination of the Contract without legal grounds in the amount of the residual value of the Contract, namely in the amount of salary for the period from 10.02.2023 to 12.04.2023 - **EUR 6,300 net**.

8. Apply to the Club the sanctions provided for in paragraph 4. Art. 7. of Annex 2 of the FIFA Regulations on the Status and Transfers of Players.”

28. The Claimant argued that the dismissal of the club was without legal grounds. In this respect, the Claimant pointed out that he sent four default notices to the club (09.01.2023, 22.01.2023, 03.02.2023 and 04.02.2023), to which the Respondent did not answer, and “continued to behave illegally” by not fulfilling its financial obligations to the coach.
29. The Claimant further argued that on 1 February 2023, he legally suspended the Employment Contract, yet the Respondent illegally dismissed him on the grounds of his absence.
30. The Claimant based his claim on FIFA Regulations as well as the national law of Belarus.

b. Position of the Respondent

31. The Respondent requested that the claim of the Claimant is dismissed.

Existence of Additional Agreement no. 2 and regarding debt on salary and payment of a bonus for achieving sports results in the sport season of 2022

32. First of all, the Respondent argued that it only signed two contracts with the Claimant: the Employment Contract and the Additional Agreement no. 1.
33. Regarding the Employment Contract, the Respondent asserted that *“In accordance with paragraph 6.1 of the Contract, the Employee's salary at the time of conclusion of the Contract made 6 479 Belarusian rubles.”*
34. In this respect, the Respondent said that it duly paid *“51 224.41 Belarusian rubles (net)”* based on the above-mentioned Employment Contract.
35. Regarding the alleged “debt on salary for the period from April 2022 to January 2023, as well as on the bonus based on the sports results of the sport season of 2022”, the Claimant refers to an Additional Agreement No. 2, which veracity the Respondent denies:
 - *“Only a scanned copy of the Additional Agreement No. 2 was submitted to the case files;*
 - *The Additional Agreement No. 2 is dated **14 April 2022**, while the Additional Agreement No. 1 was concluded on **19 April 2022**. That is, at the time of conclusion of the Additional Agreement No. 1, the Parties did not know about the existence of Additional Agreement No.2. Otherwise, the numbering of additional agreements would be correct;*
 - *The Additional Agreement No. 2 completely alters the terms and conditions for payment stipulated in paragraph 6.1 of the Contract. At the same time, the Additional Agreement No. 2 is dated the next day after the conclusion of the Contract, i.e. the Parties had no reasonable grounds for its conclusion;*
 - *The Additional Agreement No. 2 contains a provision which established the new salary in euros, but the amount of bonuses is set in US dollars for reasons unknown;*
 - *Regarding the payment of bonuses for achieving sports results, there is no reference to a specific sports season.”*

36. In this respect, the Respondent highlighted *“that the Coach did not have and did not make any claims for the payment of salary until January 2023. Moreover, the Coach signed a Confirmation letter on the absence of past-due indebtedness for payment for labor as of 30 September 2022.”*

Regarding compensation for living expenses

37. The Respondent rejected the claim concerning the living cost as it (i) provided the coach with the opportunity to live at the club base as well as the fact that (ii) the coach did not submit documents confirming the relevant expenses to the case files.

Regarding early termination of the Contract and collection of compensation

38. The Respondent further asserted that it was the Claimant who, since January 2023, who *“began to take actions which were obviously in furtherance of early termination of the Contract.”*

39. Regarding the reassignment of the coach, the Respondent argued that there is *“no specification in the Contract that the Claimant was employed in the position of a coach exclusively of the main team of “FC “Shakhtyor”.”*

40. In this respect, the Respondent asserted that taking into consideration *“the absence of any debts to the Coach on the part of the Club as of 31 January 2023, the Coach had no grounds for suspending his labor activity.”*

41. The Respondent also contested to have received the letters of 3 and 4 February 2023.

42. Based on the above, the Respondent concluded that *“on 9 February 2023, taking into consideration the totality of all circumstances, namely a gross violation of the terms and conditions of the Contract on the part of the Coach in the form of cessation of performance of labor duties and his absence from the team's location, as well as the obvious reluctance of the Coach to continue performing labor duties, the Club's management decided to early terminate the Contract.”*

43. In this respect, the Respondent argued that after the termination, it *“conducted the final settlement with the Coach on all payments, taking into consideration the time worked off, and it also notified the Coach of the early termination of the Contract”.*

c. Comments of the Claimant

44. The Claimant was requested to provide comments on the reply of the Respondent.

As to the amounts paid based on the Employment Contract

45. The Coach argued that based on the Employment Contract, *“the Club was supposed pay the Coach **59 281.61 Belarusian rubles (net)**. This amount is composed of the following: salary for April 2022 (18 days) – 3 887,4 Belarusian rubles; salary for the period May 2022 — January 2023 (9 full months): 6 479 x 9 = 58 311 Belarusian rubles; salary for February 2023 (9 days) – 2 082,54 Belarusian rubles; compensation for accommodation and tickets - 4 000 Belarusian rubles (net). Taxes (14%) should be deducted from the total salary amount of 64 280.94 Belarusian rubles, resulting in a total net amount of 55 281.61 Belarusian rubles. Along with the compensation for accommodation and tickets, the Club should have paid 59 281.61 Belarusian rubles (net) only according to the terms and conditions of clause 6.1 of the Contract and Additional Agreement No. 1 of 19 April 2022. Thus, it is **clearly evident that the Club paid 8027.2 Belarusian rubles (net) less than what was due, even without considering the conditions of Additional Agreement No. 2!**”*

Existence of Additional Agreement no. 2

46. The Claimant disputed the alleged non-existence of the Additional Agreement no. 2 and argued that both additional agreements were signed on the same day.
47. What is more, the Claimant asserted that the former director was aware of the Additional Agreement no. 2, yet that the latter has been arrested and the Respondent tries to use the situation to deny the existence of said agreement.
48. The Claimant asserted that in the said criminal proceedings, the relevant agreement has been seized.
49. Linked to the criminal proceedings, the Claimant alleged that also further investigations have been conducted within the Belarussian FA and that on 19 May 2023, the Belarussian FA recognized the validity of the disputed agreement.
50. In this respect, the Claimant provided for the following translated news article:

*“The Committee also reviewed the petition from the Association Belarusian Football Federation Licensing Department regarding the **absence of registration of additional agreements to the employment contracts of CJSC "FC "Shakhtyor" with the football players D. Kolobarich and D. Ivanovich, as well as with the coach V.N. Chizhov. The Committee decided to impose a fine of 100 basic amounts on CJSC "FC "Shakhtyor" for the violation of Article 10 of the Regulations of the Association Belarusian Football Federation on the Status and Transfers of Football Players.**” (emphasis added)*

Regarding early termination of the Contract and collection of compensation

51. The Claimant then further reiterated his previous position and added that he was *“illegally dismissed by the Club for absence from the workplace from 02.02.2023 to 06.02.2023, that is,*

within 3 working days, despite the fact that he was duly notified by the Coach of the impossibility to continue to fulfil his duties due to the existing salary arrears and a championship bonus."

d. Comments of the Respondent

52. The Respondent was requested to provide comments on the reply of the Claimant.

Existence of Additional Agreement no. 2

53. The Respondent argued that no investigation has provided information regarding the *"authenticity of this document. In such circumstances, the Club still believes that there are no grounds for recognizing the validity of Additional agreement No. 2."* What is more, the Respondent argued that *"the authenticity and validity of this agreement cannot be approved either by the investigative authorities, or even more so by the employees of the ABFF."*
54. The Respondent further rejected any analogy to a different coach as it *"believes that these documents do not relate in any way to the dispute under consideration and are not subject to inclusion in the case file."*

Regarding early termination of the Contract and collection of compensation

55. As to the function of the Claimant within the team, the Respondent argued that *"there is no specification in the Contract that the Claimant was employed in the position of a coach exclusively of the main team of FC «Shakhtyor»."*
56. Regarding the payment of the wages, the Respondent insisted that it made the due payments in accordance with Clause 6.1 of the Employment Contract and argued that the respective amount per the contract ***"is not a net amount, as stated by the Claimant in his comments."***
57. As to the paid amounts, the Respondent argued as follows:

*"during the period of employment, the Claimant was charged an amount of 61,795.33 Belarusian rubles.
After withholding income tax and deductions to the pension fund, the Claimant was transferred an amount of 51,254.41 Belarusian rubles (net).
In addition, the Claimant does not take into account in his calculation that in January 2023 he was presented with a sick leave for 8 days. At the same time, in accordance with paragraph 16 of the REGULATIONS on the procedure for providing temporary disability and maternity benefits (approved by Resolution of the Council of Ministers of the Republic of Belarus No. 569 on 28.06.2013), the first 12 calendar days of sick leave are paid in the amount of 80% of the average daily earnings. This fact is confirmed by the payment sheet submitted by the Claimant."*

58. Regarding the bonus of USD 10,000, the Respondent argued that the amount is *"in any case not subject to satisfaction due to the absence of a legal basis. This position was reflected in the*

decision of the Football Tribunal of 06.06.2023 on a similar dispute on the claim of coach Milic Curcic (Serbia) in case No. FPSD-9899."

59. Regarding the living expenses in the amount of 294 Belarusian rubles, the Respondent argued that the *"Claimant submitted to the case file impersonal checks that do not contain information about the payer and the length of stay. In such circumstances, these documents cannot be proper documents confirming the costs of living."*

III. Considerations of the Players' Status Chamber

a. Competence and applicable legal framework

60. First of all, the Single Judge of the Player's Status Chamber (hereinafter also referred to as *the Single Judge*) analysed whether he was competent to deal with the case at hand. In this respect, he took note that the present matter was presented to FIFA on 27 March 2023 and submitted for decision on 4 July 2023. Taking into account the wording of art. 34 of the March 2023 edition of the Procedural Rules Governing the Football Tribunal (hereinafter *the Procedural Rules*), the aforementioned edition of the Procedural Rules is applicable to the matter at hand.
61. Subsequently, the Single Judge referred to art. 2 par. 1 of the Procedural Rules and observed that in accordance with art. 23 par. 2 in combination with art. 22 lit. c) of the Regulations on the Status and Transfer of Players (May 2023 edition), the Single Judge is competent to deal with the matter at stake, which concerns an employment-related dispute with an international dimension between a coach from Russia and a club from Belarus.
62. Thereafter, the Single Judge analysed which regulations should be applicable as to the substance of the matter. In this respect, he confirmed that, in accordance with art. 26 par. 1 and 2 of the Regulations on the Status and Transfer of Players (May 2023 edition) and considering that the present claim was lodged on 27 March 2023, the March 2023 edition of said regulations (hereinafter *the Regulations*) is applicable to the matter at hand as to the substance.

b. Burden of proof

63. The Single Judge recalled the basic principle of burden of proof, as stipulated in art. 13 par. 5 of the Procedural Rules, according to which a party claiming a right on the basis of an alleged fact shall carry the respective burden of proof. Likewise, the Single Judge stressed the wording of art. 13 par. 4 of the Procedural Rules, pursuant to which he may consider evidence not filed by the parties, including without limitation the evidence generated by or within the Transfer Matching System (TMS).

c. Merits of the dispute

64. His competence and the applicable regulations having been established, the Single Judge entered into the merits of the dispute. In this respect, he started by acknowledging all the above-mentioned facts as well as the arguments and the documentation on file. However, the Single Judge emphasised that in the following considerations he will refer only to the facts, arguments and documentary evidence, which he considered pertinent for the assessment of the matter at hand.

i. Main legal discussion and considerations

65. The foregoing having been established, the Single Judge moved to the substance of the matter, and took note that is a claim of a coach against a club concerning termination of a contract by the latter taking place on 9 February 2023.

66. The Single Judge started by recalling the main arguments of the parties. First of all, the Single Judge observed that the Claimant argued that the termination occurred without just cause, as the Respondent has been in breach of its financial obligations and merely wanted to “get rid of” the coach.

67. The Single Judge equally noted that the claim was disputed by the Respondent as the latter argued that the termination occurred with just cause due to the absence of the coach. Regarding the allegations of the Claimant concerning outstanding salaries, the Single Judge took note that Respondent was of the opinion that it duly complied with its financial duties as per the Employment Contract and that the coach cannot claim anything based on Additional Agreement no. 2 due to its invalidity.

68. In this context, the Single Judge acknowledged that it his task was to first of all analyse if the Additional Agreement no. 2 was concluded. In this respect, the Single Judge duly examined all documents signed by the parties.

69. In light of the “layman approach” based on art. 13 of the Procedural Rules, the Single Judge compared the signatures and stamps on all documents provided by the parties and decided that all documents appear to be signed by the club in the same manner and, in this respect, that the Additional Agreement no. 2 has been duly concluded.

70. Considering the above, the Single Judge decided that that the financial conditions shall be paid in accordance with the Additional Agreement no. 2, i.e. the Claimant was entitled to EUR 3,000 net:

*“1. The parties agreed to **amend the paragraph 6.1. of the contract** in the following wording:*

*6.1. The **salary is EUR 3,000 (Three thousand) (the amount of payment after taxation and payment of contributions to the Social Protection Fund) per month, taking into account***

taxes and fees stipulated by the legislation of the Republic of Belarus as of the date of signing the contract. Payment is made in Belarusian rubles at the official exchange rate of the National Bank of the Republic of Belarus on the day of transfer.”

71. At this point, the Single Judge recalled the allegations of the Claimant that the following amounts remained outstanding:

Date	Amount of payment in Belarusian rubles	Amount in Euro	Purpose of payment
06.05.2022	1 577,55	584,2	Salary April (1 part)
26.05.2022	1 577,55	610,9	Salary April (2 part)
27.06.2022	5 596,56	2 103,7	Salary May
27.07.2022	5 447,36	2078	Salary June
29.08.2022	5 580,53	2 194,5	Salary July
27.09.2022	5 528,6	2 287,7	Salary August
25.10.2022	5 528,6	2 277,6	Salary September
22.11.2022	5 458,60	2 209,1	Salary October
21.12.2022	3 871,76	1 368,7	Salary November
30.12.2022	2 943,46	1 009,6	Salary December
09.02.2023	4 143,84	1 411,8	Salary January

72. Equally, the Single Judge recalled that the Respondent rejected the argumentation and, without providing any payment slips, it alleged that:
- (i) The payments were stipulated gross.
 - (ii) The coach signed a document confirming that all remunerations “formed as of 30 September 2022” was duly settled.
73. Examining the exact wording of the Additional Agreement no. 2, the Single Judge established that the salary payments were clearly to be made in net amounts.
74. Regarding the document allegedly signed by the Claimant acknowledging the receipt of the full salaries until 30 September 2022, the Single Judge compared the signatures of the coach on all documents on file. Based on art. 13 of the Procedural Rules, the Single Judge concluded that signature of the coach in the respective document does not match the other signatures. In this respect, the Single Judge decided to disregard the respective document and concluded that the claimed amounts by the coach indeed remained outstanding.
75. Establishing the above, the Single Judge moved to the question if the employment was terminated by the club with or without just cause.
76. At this point, the Single Judge recalled his long-standing jurisprudence, according to which only a breach or misconduct which is of a certain severity justifies the termination of a contract without prior warning. In other words only when there are objective criteria which do not reasonably permit to expect the continuation of the employment relationship between the parties, a contract may be terminated prematurely. Hence, if there are more lenient measures which can be taken in order for an employer to assure the employee’s fulfilment of his contractual duties, such measures must be taken before terminating an

employment contract. A premature termination of an employment contract can only be an *ultima ratio*.

77. Based on the evidence on file, the Single Judge believed the Respondent could have taken more lenient measures before terminating the employment relationship. In this respect, a warning could have been imposed first. What is more, the Single Judge pointed out that at the time of the termination, the Respondent was also in breach of the contract due to the outstanding salaries.
78. Taking into account the above, the Single Judge concluded that the Respondent terminated the contract without just cause on 9 February 2023.

ii. Consequences

79. Having stated the above, the Single Judge turned his attention to the question of the consequences of such unjustified breach of contract committed by the Respondent.
80. The Single Judge observed that the outstanding remuneration at the time of termination, coupled with the specific requests for relief of the Claimant, are equivalent to EUR 10,664.2
81. As a consequence, and in accordance with the general legal principle of *pacta sunt servanda*, the Chamber decided that the Respondent is liable to pay to the Claimant the amounts which were outstanding under the contract at the moment of the termination, i.e.:
- salary for April 2022 - EUR 604.9 net;
 - salary for May 2022 - EUR 896.3 net;
 - salary for June 2022 - EUR 922 net;
 - salary for July 2022 - EUR 805.5 net;
 - salary for August 2022 - EUR 712.3 net;
 - salary for September 2022 - EUR 722.4 net;
 - salary for October 2022 - EUR 790.9 net;
 - salary for November 2022 - EUR 1 631,3 net;
 - salary for December 2022 - EUR 1 990,4 net;
 - salary for January 2023 - EUR 1 588,2 net.
82. As to the Claimant's request for reimbursement or bonuses, the Single Judge decided to reject those claims due to the lack of evidence provided by the coach, in line with art. 13 par. 5 of the Procedural Rules.
83. In addition, taking into consideration the Claimant's request as well as the constant practice of the Single Judge in this regard, the latter decided to award the Claimant interest at the rate of 5% p.a. over the respective amounts as from 15th day of the next month until the date of effective payment.

84. Having stated the above, the Single Judge turned to the calculation of the amount of compensation payable to the coach by the club in the case at stake. In doing so, the Single Judge firstly recapitulated that, in accordance with art. 6 par. 2 of Annexe 2 of the Regulations, the amount of compensation shall be calculated, in particular and unless otherwise provided for in the contract at the basis of the dispute, with due consideration for the remuneration and other benefits due to the coach under the existing contract and/or the new contract and the time remaining on the existing contract.
85. In application of the relevant provision, the Single Judge held that it first of all had to clarify as to whether the pertinent employment contract contained a provision by means of which the parties had beforehand agreed upon an amount of compensation payable by the contractual parties in the event of breach of contract.
86. In this regard, the Single Judge established that no such compensation clause was included in the employment contract at the basis of the matter at stake.
87. As a consequence, the Single Judge determined that the amount of compensation payable by the club to the coach had to be assessed in application of the parameters set out in art. 6 par. 2 of Annexe 2 of the Regulations.
88. Bearing in mind the foregoing as well as the claim of the coach, the Single Judge proceeded with the calculation of the monies payable to the coach under the terms of the contract until its term. Consequently, the Single Judge concluded that the amount of EUR 7,200 (i.e. the salaries of February 2023 – 12 April 2023) serves as the basis for the determination of the amount of compensation for breach of contract.
89. In continuation, the Single Judge verified whether the coach had signed an employment contract with another club during the relevant period of time, by means of which he would have been enabled to reduce his loss of income. According to the constant practice of the Single Judge as well as art. 6 par. 2 lit. b) of Annex 2 of the Regulations, such remuneration under a new employment contract shall be taken into account in the calculation of the amount of compensation for breach of contract in connection with the coach's general obligation to mitigate his damages.
90. In this respect, the Single Judge noted that the coach remained unemployed since the unilateral termination of the contract.
91. The Single Judge referred to art. 6 par. 2 lit. a) of Annex 2 of the Regulations, according to which, in case the coach did not sign any new contract following the termination of his previous contract, as a general rule, the compensation shall be equal to the residual value of the contract that was prematurely terminated.
92. In this respect, the Single Judge decided to award the coach compensation for breach of contract in the amount of EUR 7,200, as the residual value of the contract.

93. Lastly, taking into consideration the coach's request as well as the constant practice of the Single Judge in this regard, the latter decided to award the coach interest on said compensation at the rate of 5% p.a. as of 10 February 2023 until the date of effective payment.

iii. Compliance with monetary decisions

94. Finally, taking into account the applicable Regulations, the Single Judge referred to art. 8 par. 1 and 2 of Annexe 2 of the Regulations, which stipulate that, with its decision, the pertinent FIFA deciding body shall also rule on the consequences deriving from the failure of the concerned party to pay the relevant amounts of outstanding remuneration and/or compensation in due time.

95. In this regard, the DRC highlighted that, against clubs, the consequence of the failure to pay the relevant amounts in due time shall consist of a ban from registering any new players, either nationally or internationally, up until the due amounts are paid. The overall maximum duration of the registration ban shall be of up to three entire and consecutive registration periods.

96. Therefore, bearing in mind the above, the DRC decided that the Respondent must pay the full amount due (including all applicable interest) to the Claimant within 45 days of notification of the decision, failing which, at the request of the Claimant, a ban from registering any new players, either nationally or internationally, for the maximum duration of three entire and consecutive registration periods shall become immediately effective on the Respondent in accordance with art. 8 par. 2, 4, and 7 of Annexe 2 of the Regulations.

97. The Respondent shall make full payment (including all applicable interest) to the bank account provided by the Claimant in the Bank Account Registration Form, which is attached to the present decision.

98. The Single Judge recalled that the above-mentioned ban will be lifted immediately and prior to its complete serving upon payment of the due amounts, in accordance with art. 8 par. 8 of Annexe 2 of the Regulations.

d. Costs

99. The Single Judge referred to art. 25 par. 1 of the Procedural Rules, according to which *"Procedures are free of charge where at least one of the parties is a player, coach, football agent, or match agent"*. Accordingly, the Single Judge decided that no procedural costs were to be imposed on the parties.

100. Likewise, and for the sake of completeness, the Single Judge recalled the contents of art. 25 par. 8 of the Procedural Rules, and decided that no procedural compensation shall be awarded in these proceedings.

101. Lastly, the Single Judge concluded his deliberations by rejecting any other requests for relief made by any of the parties.

IV. Decision of the Players' Status Chamber

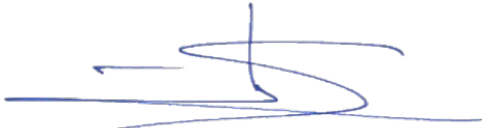
1. The claim of the Claimant, Chizhov Valerii Nikolaevich, is partially accepted.
2. The Respondent, FC Shakhtyor Soligorsk, must pay to the Claimant the following amount(s):
 - **EUR 604.90 as outstanding remuneration** plus 5% interest *p.a.* as from 15 May 2022 until the date of effective payment;
 - **EUR 896.30 as outstanding remuneration** plus 5% interest *p.a.* as from 15 June 2022 until the date of effective payment;
 - **EUR 922.00 as outstanding remuneration** plus 5% interest *p.a.* as from 15 July 2022 until the date of effective payment;
 - **EUR 805.50 as outstanding remuneration** plus 5% interest *p.a.* as from 15 August 2022 until the date of effective payment;
 - **EUR 712.30 as outstanding remuneration** plus 5% interest *p.a.* as from 15 September 2022 until the date of effective payment;
 - **EUR 722.40 as outstanding remuneration** plus 5% interest *p.a.* as from 15 October 2022 until the date of effective payment;
 - **EUR 790.90 as outstanding remuneration** plus 5% interest *p.a.* as from 15 November 2022 until the date of effective payment;
 - **EUR 1,631.30 as outstanding remuneration** plus 5% interest *p.a.* as from 15 December 2022 until the date of effective payment;
 - **EUR 1,990.40 as outstanding remuneration** plus 5% interest *p.a.* as from 15 January 2023 until the date of effective payment;
 - **EUR 1,588.20 as outstanding remuneration** plus 5% interest *p.a.* as from 10 February 2023 until the date of effective payment;
 - **EUR 7,200 as compensation for breach of contract without just cause** plus 5% interest *p.a.* as from 10 February 2023 until the date of effective payment.
3. Any further claims of the Claimant are rejected.
4. Full payment (including all applicable interest) shall be made to the bank account indicated in the **enclosed** Bank Account Registration Form.
5. Pursuant to art. 8 of Annexe 2 of the Regulations on the Status and Transfer of Players, if full payment (including all applicable interest) is not made **within 45 days** of notification of this decision, the following **consequences** shall apply:

1. The Respondent shall be banned from registering any new players, either nationally or internationally, up until the due amount is paid. The maximum duration of the ban shall be of up to three entire and consecutive registration periods.
2. The present matter shall be submitted, upon request, to the FIFA Disciplinary Committee in the event that full payment (including all applicable interest) is still not made by the end of the three entire and consecutive registration periods.

6. The consequences **shall only be enforced at the request of the Claimant** in accordance with art. 8 par. 7 and 8 of Annexe 2 and art. 25 of the Regulations on the Status and Transfer of Players.

7. This decision is rendered without costs.

For the Football Tribunal:



Emilio García Silvero

Chief Legal & Compliance Officer

NOTE RELATED TO THE APPEAL PROCEDURE:

According to article 57 par. 1 of the FIFA Statutes, this decision may be appealed against before the Court of Arbitration for Sport (CAS) within 21 days of receipt of the notification of this decision.

NOTE RELATED TO THE PUBLICATION:

FIFA may publish this decision. For reasons of confidentiality, FIFA may decide, at the request of a party within five days of the notification of the motivated decision, to publish an anonymised or a redacted version (cf. article 17 of the Procedural Rules Governing the Football Tribunal).

CONTACT INFORMATION

Fédération Internationale de Football Association
FIFA-Strasse 20 P.O. Box 8044 Zurich Switzerland
www.fifa.com | legal.fifa.com | psdfifa@fifa.org | T: +41 (0)43 222 7777