

LABOUR COMPLIANCE DURING WARTIME

CHECKLIST FOR EMPLOYERS

DO YOUR COMPANY'S LABOR PROCESSES COMPLY WITH WARTIME REQUIREMENTS?

Use this checklist to assess compliance with labor law during martial law. Such an audit helps identify risks in time, reduce the likelihood of fines and labor disputes, and protect business reputation.

1) DOCUMENTATION AND HR RECORDS

- ☐ **Employment contract form by mutual agreement.** During wartime, the mandatory written form for certain categories does not apply; the form is determined by agreement between employer and employee.
- ☐ **Fixed-term employment contract with any employee.** May be concluded for the duration of martial law or to replace temporarily absent employees.
- ☐ **Determination of working conditions in the order.** If there is no written contract, the hiring order must state salary, workplace, and working schedule.
- ☐ **List of job duties.** Specified in the employment contract, hiring order, or job description.
- ☐ **Probation period.** During wartime, may be set for any employee; the condition must be stated in the hiring order.

2) WORK ORGANIZATION AND COMMUNICATION

- ☐ **Simplified introduction of remote/home-based work.** May be implemented by order only, without a written employment contract; the employee must be informed within two days and before the regime takes effect.
 - ☐ **Maintaining communication channels.** Parties must agree on electronic communication methods; ensure continuous contact; any change in contact data must be reported immediately (within 10 calendar days).
 - ☐ **Recording delivery of orders/notices.** The company must record employees' acknowledgment through available communication means.
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3) TRANSFER AND CHANGE OF ESSENTIAL WORKING CONDITIONS

- ☐ **Temporary transfer without employee consent.** Permitted only to prevent or eliminate consequences of hostilities or other life-threatening circumstances and when the work is not medically contraindicated; pay must not be lower than average pay at the previous workplace.
 - ☐ **Shortened notice of changes in essential working conditions.** The employee must be informed no later than before the new conditions take effect (possible one day in advance).
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4) WARTIME PROVISION: SUSPENSION OF EMPLOYMENT CONTRACT

- ☐ **Grounds for suspension.** Simultaneous impossibility for the employer to provide work and for the employee to perform it due to armed aggression.

- ☐ **Documentation.** An order must specify reasons, term, employee details, and conditions for resuming the contract.
 - ☐ **Duration.** Maximum 90 calendar days during martial law (extension only by mutual consent, not beyond the end of martial law).
 - ☐ **Payment.** Salary is not paid during suspension.
 - ☐ **Employment status.** Employment is not terminated; dismissal is allowed only on legal grounds.
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5) MILITARY REGISTRATION AND GUARANTEES FOR MOBILIZED EMPLOYEES

- ☐ **Retention of position and workplace for mobilized employees** until the end of the special period or actual discharge; financial support is provided by the state.
- ☐ **Maintenance of personal military records.** Lists of conscripts, reservists, and mobilized workers are kept separately.
- ☐ **Responsible person.** A person in charge of military records is designated; changes are reported to the Territorial Recruitment Center (TRC).
- ☐ **Reconciliation of records.** Lists of personnel under military registration are regularly verified (including with TRC data).
- ☐ **Employee awareness.** Conscripts and reservists are informed about military record rules; explanatory work is conducted.
- ☐ **TRC notifications.** ITRC must be informed of changes in management, hiring/dismissal, or data of conscripts/reservists; they must be notified of summons from the TRC.

6) COLLECTIVE AGREEMENT

- ☐ **Temporary suspension of certain provisions.** Allowed only by mutual agreement of the parties; if suspended unilaterally, negotiations to restore provisions must begin.
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7) PAYMENT OF WAGES

- ☐ **Timely and full salary payment.** General principles remain; the employer is exempt from liability for delays caused by hostilities or force majeure; once obstacles are removed, full payment must be made.
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8) WORKING AND REST TIME, SPECIAL REGIMES

- ☐ **Working week duration.** May be extended to 60 hours for critical infrastructure; up to 40 hours for employees with reduced working hours; pay must be proportional to increased workload.
- ☐ **Workweek organization.** Five- or six-day week; start and end of work determined by employer.
- ☐ **Weekly rest.** May be reduced to 24 hours; public holidays and non-working day rules do not apply.
- ☐ **Night shifts.** Full duration of night shifts may be applied; restrictions apply to certain categories (pregnant women, mothers of children under 1 year, persons with disabilities without consent).
- ☐ **Employment of women.** Women (except pregnant and those with children under 1 year) may be employed in heavy, harmful, dangerous, and underground work upon written consent.

9) LEAVE

- ☐ **Annual leave.** Employer may limit it to 24 calendar days for the current year; unused days may be postponed or granted as unpaid leave.
 - ☐ **Compensation.** Upon termination, compensation for all unused annual leave days must be paid.
 - ☐ **Unpaid leave.** May be granted for any duration; for employees abroad or internally displaced persons — up to 90 calendar days upon request.
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10) TERMINATION OF EMPLOYMENT

- ☐ **Employee's resignation with shortened notice.** The employee may terminate the contract at any time if the company is in a combat zone and there is a threat to life/health.
 - ☐ **Dismissal by employer during sick leave/vacation.** Allowed during wartime (except maternity or childcare leave up to 3 years).
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11) RISK ASSESSMENT AND INTERACTION WITH LABOR INSPECTORATE

- ☐ **Labor document audit.** Conducted periodically to ensure proper HR administration and legal compliance.
- ☐ **Inspection response plan.** Responsible persons, inspector admission procedures, document transfer process, and explanation protocol are defined to minimize fines.
- ☐ **Priority issues during wartime.** Compliance with the Law “On the Organization of Labor Relations under Martial Law”; prevention of unregistered employment; legality of contract termination.

NOTE:

Non-compliance with even one checklist point signals the need for immediate action and professional legal assistance to conduct a comprehensive audit and develop recommendations.

Contact GOLAW lawyers
for consultation