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## **SOME ISSUES OF ORGANIZING LABOR RELATIONS UNDER MARTIAL LAW**

An important step taken by the legislator on the way of organizing personnel paperwork between the employer and the employee during the period of martial law is the legislative consolidation of the norms that give employers the opportunity to independently determine these processes, while ensuring reliable accounting of the work done and labor costs. Under martial law in Ukraine, it is allowed to use electronic exchange of documents. This means that the employer and the employee can agree on alternative methods of creating, sending and storing official documents, such as orders or notifications. Such methods may include the use of electronic communications that are chosen by agreement between the employer and the employee. These measures are intended to help ensure the continued existence of existing labor relations and the preservation of important documentation during martial law. The introduction of such changes has become important, since martial law can complicate the usual communication procedures. Traditionally, documents are created in paper format. However, under martial law, this may not just be difficult, but also impossible. Therefore, it is quite obvious that in conditions of the need for prompt and quick resolution, for example, of any personnel issues, the parties to the employment contract begin to consider and apply alternative methods of creating documents, such as electronic documents. Sending paper documents by the usual postal service can be a complex and slow process, especially under martial law. E-mail, instant messengers and other forms of electronic communication in this case have a significant advantage and can be used to quickly and efficiently send documents. In addition, storing paper documents requires physical space and can

be dangerous in case of physical threats. Electronic storage of documents not only reduces the risk of losing documents, but also provides access to them and makes them easy to find. Although the legislator does not restrict the employer and the employee in the choice of ways and means for the exchange of personnel information, at the same time he clearly stipulates that the parties to the employment contract must agree on the appropriate method of communication. Similarly, from the analysis of the existing judicial practice, it is seen that in all of these methods and methods of communication, the main thing remains the fact that the employer and the employee agree between themselves on the appropriate method of exchanging documents, since the absence of a confirmed agreement will affect both the rights and obligations of the employer and the rights and obligations of the employee. When both parties agree to the methods of communication and exchange of documents, this is a guarantee that all important information documents will eventually have an effective effect, as they will be delivered to their intended destination. Electronic communication provides an opportunity to quickly and efficiently exchange documents regardless of the geographical location of its participants.

As the analyzed judicial practice shows, if the employer and the employee have not agreed on an alternative way of communication, this can create problems in the organization of the workflow. Such problems may include: a delay in the exchange of important information, the inability to quickly respond to changes in the workflow, as well as legal problems associated with non-compliance with deadlines and requirements for document management, which, in turn, can lead to a violation of a person's right to work and its payment.

Since the adoption of legislative changes that affected labor law, there was an urgent need for an operational settlement of the problems that arose in connection with the introduction of martial law, so the legislator did not fix a clear list of ways of coordination between the employer and the employee of alternative methods of exchange of official documents. So now the subjects of labor

relations, taking advantage of the absence of such a list, have the opportunity to use the fixed rule of law at their own discretion.

At the same time, if we proceed from the analysis of the judicial practice that has already appeared, we can conclude that the absence of a limited list of ways to agree between the employer and the employee on alternative methods of communication may have certain advantages for the parties to the employment contract, since the courts also accept screenshots of correspondence from various electronic messengers as evidence. Therefore, in circumstances that make it impossible to officially, in writing, in paper form, or with the imposition of electronic digital signatures of coordination between the employer and the employee of alternative methods of exchanging official documents, in order to avoid further difficulties, it will be enough to fix the fact of such approval in any of the available messengers. Thus, the likelihood of potential problems associated with the organization of the workflow will be minimized, and effective performance of work will be ensured despite the restrictions associated with martial law.

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## **ОСОБЛИВОСТІ КОМЕРЦІЙНОЇ ТАЄМНИЦІ ЯК СКЛАДОВОЇ ТРУДОВИХ ВІДНОСИН**

З огляду на формування в Україні громадянського суспільства, імплементацію концепції «відкритості» влади й інші суспільно-політичні процеси сучасності, неабиякого значення набуває проблема реалізації права громадян на інформацію. Гарантоване Конституцією України право на інформацію стає дедалі важливим елементом функціонування