



Employment Q & A for Ukraine (per March 2013)

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Q1: Am I allowed to end the contract at any time?

Pursuant to the Labor Code of Ukraine an employee shall give two-week notice before termination of his/her contract which is concluded for an indefinite period of time. However, in certain cases an employee does not need to follow this requirement (i.e. an employee's move, sickness, pregnancy, admission to an educational institution or other valid reasons). If a contract is concluded for a fixed period of time it can be preliminarily terminated by an employee only in cases when an employer violates labor law or when an employee cannot continue his/her work for valid reasons (sickness, pregnancy, move, etc.).

An employer cannot terminate an employee's contract unilaterally unless there are reasons stipulated by the Labor Code (breach of terms of employment, redundancy, lack of qualification, etc.). A contract cannot be terminated by the employer just by giving a notice if there is no other valid reason.

Q2: Is anyone to be informed before firing an employee?

In case when an employee is fired as a result of redundancy or restructuring an employee and a local department of the State unemployment fund are to be given two-month notice. In most cases when an employee is dismissed by an employer a prior consent of the trade union of which the employee is a member, is to be obtained.

Q3: Is there a prescribed form for the termination of a labor contract?

If a labor contract is executed in written form termination should also be done in writing by signing a termination agreement.

In any case (no matter whether an oral or written labor contract was concluded) an order concerning dismissal is to be issued by an employer's director which also is to be undersigned by an employee who is dismissed.

Q4: Are redundancy payments mandatory?

Redundancy payments are made in specific cases set out in the Labour Code and currently constitute the amount from one-month to three-month employee's average salaries unless otherwise provided by the collective agreement.

Q5: How can an employee fight the decision of dismissal?

Unfair dismissal can be appealed against in the court. An application to the court can be submitted by an employee within a month after he/she was provided a copy of the order concerning dismissal or his/her work record book.

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