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GOOD REASONS AS EVALUATIVE CONCEPT IN LABOR LAW

The article is devoted to determining and disclosing the nature of good reasons in labor law in terms of their evaluative content. The relevance of the article is determined by the fact that the term “good reasons” is applicable in labor law, which does not contain its precise explanations, which may determine improper understanding causing violations of labor rights. Now we propose to compare the use of the specified concept in different legal provisions of labor legislation and determine its meaningful essence to avoid its abuse by employers and sometimes even employees.

The purpose of this study is to outline the essence of the concept of evaluation of “good reasons” in employment law.

It is worth noting that this concept is found while determining the reasons of termination of the employment contract concluded for an indefinite period, on the initiative of the employee. It can be seen that the context of use of the concept of “good reasons” is essential and acts as a normative ground for termination of the employment relationship, which is why its content should be treated with extreme caution and attention. Thus, Art. 38 of the Labor Code of Ukraine states: “Employee shall be entitled to terminate

labour contract entered into for indefinite period of time having sent a two-month notice to the owner or authorized by him/her body in writing. In case the employee’s letter of resignation was caused by impossibility to continue working (movement to new place of residence; transfer of spouse to job in other locality; entry to educational institution; impossibility to live in this locality proven by medical opinion; pregnancy; care of child until it reaches fourteen years old, or of disabled child; care of ill family member according to medical opinion, or of 1st group disabled; retirement; competitive employment, as well as for other good reasons), the owner or authorized by him/her body shall terminate labour contract within the period requested by the employee”.

In summary, it is worth noting that legal regulation is adjustable by means of the law of real social relationships with their actual participants, and therefore it is impossible to specify, predetermine and provide for all possible situations. Thus, the presence of such evaluative concepts in labor law should not be considered a gap or shortcoming; on the contrary, they provide flexibility of legal regulation and adopt it to real life.