INTRODUCTION

On June 28, 1996, the adoption of the Constitution laid the foundations for Ukraine's development towards a market-based law-governed state. In this regard, the socio-economic transformations in Ukraine require the creation of a harmonious and effective system of labour law, the introduction of significant innovations in the mechanism of legal regulation of labour relations. Recently, the emphasis has shifted from public regulation of the economy to the contractual one, which has determined an increased importance of labour law concepts, including the concept of a employment contract. Its role and place in the arrangement of relations in the field of work are coursed by the free nature of the realization of the right to work in society. Empowering the employee and the employer to determine the fate of their employment contract is one of the direct freedom manifestations of the latter: those who have the right to enter into the contract at their own discretion should also be free in matters of termination. The ability to break the contract between the parties enables them to act most effectively. The financial and economic situation is often the reason why it is more advantageous for the employee and the employer to break the existing relations between them than to continue them. This situation can lead to significant damage to the legal entity or even its bankruptcy. This is especially relevant with regard to the management of enterprises, institutions, organizations and their separate divisions. The possibility of termination of the employment contract with a person who grossly breaches the work duties assigned to them, on the one hand, encourages the parties to employment relationships to clearly fulfil the

terms of the contract concluded between them, and on the other, allows the employer to avoid irresponsible employees. We believe that this is the para. 1 of Part 1 of Art. 41 of the Labour Code of Ukraine, whereby an employment contract may be terminated at the initiative of the owner or his authorized body.

In the case of one-time gross breach of work duties by the head of the enterprise, institution, organization of all forms of ownership (suboffice, representative office, branch, other separate division), his/her deputies, chief accountant of the enterprise, institution, organization, his deputies, as well as officials of revenue and duties bodies nominated for special ranks and officials of central executive bodies implementing national policy in public financial control and price control.

Scientific and theoretical foundations of the study are the works of such well-known specialists in the field of labor law, as O. M. Akopova, M. H. Aleksandrov, V. M. Andriiv, P. B. Bazhanova, N. M. Vapniarchuk, K. M. Husov, M. I. Inshyn, Yu. V. Isaiev, M. M. Klemparskyi, V. S. Kovryhin, V. O. Kravchenko, O. M. Obushenko, Yu. P. Orlovskyi, S. M. Prylypko, O. I. Protsevskyi, A. I. Stavtseva, O. S. Khokhriakova, S. M. Chernous, O. M. Yaroshenko and others.

However, despite the value of the work of these scholars, the domestic study of labour law still lacks comprehensive research that would form a holistic concept of one-time gross breach of work duties as grounds for termination of the employment contract and provide a clear and logical response to an issue on its legal nature, the categories of employees to which it may be applied, the procedure for the exercise of the right by the owner or his authorized body, etc.

The purpose of the monograph is to find out the legal nature of gross breach by the employee, on the basis of the analysis of theoretical achievements, the current legislation of Ukraine, the general practice of its implementation,

as well as to determine its place in the system of additional grounds for termination of the employment contract at the initiative of the employer, to provide scientifically sound suggestions and recommendations for improving regulatory and law application practices in this field.

Section 1 reveals the legal duties of the individual and his rights, which are a necessary means of legal impact on public relations. Neither right nor obligation exist without one another.

To enjoy any right is possible only in case of its being respected and adhered by others. Considering the priority between rights and obligations, we prefer the former, since we believe that the internal logic construction of legal matter is subordinate mainly to subjective rights, which at the level of the abstract idea of law and according to its very definition, are an active nodal centre of its own legal content.

The authors argue that the essential features of the category under study as a labour phenomenon are: (a) the breach has caused or could have caused substantial pecuniary or non-pecuniary damage to the rights or interests of the employee, employer or the State; (b) this concept is evaluative; (c) the subjects of the breach are special categories of employees established by law; (d) this breach is a disciplinary misdemeanour; (e) the breach may entail a dismissal of the employee at the initiative of the employer.

In the long term, both in the labour study and labour law, it is proposed to use 2 legal categories: (a) one-time material breaches of work duties for employees in general and (b) one-time gross breach of work duties for special categories of employees.

Section 2 proves that the formation and development of legal regulation of the phenomenon under study includes the periods as follows:

1st (1928–1969) the stated reason for dismissal is launched for managers and other decision makers, taking into account

the nature of their work function. In the 60s of the twentieth century, dismissals for one-time gross breach were applied to certain categories of employees, subject to the regulations and statutes on discipline (railway workers, workers and employees of the coal industry).

2nd (1970–1990) for the first time, the Principles of Labour Legislation of the USSR and the Union Republics and in the Labour Code of the USSR provide for one-time gross breach of work duties by employees, subject to disciplinary responsibility, as a separate special ground for their dismissal. In the 70's and 80's of the twentieth century, much more sectors of the national economy adopted discipline statutes, whereby the special ground for termination of the employment contract envisages committing a gross breach of work duties.

3rd (1991 until present) on March 20, 1991, the owner or his/her authorized body was given the right to terminate the employment contract with the heads of enterprise in case of one-time gross breach of their work duties. Subsequently, this right became modern and extended not only to the heads of enterprises and their separate divisions, but also to their deputies, to the chief accountants, their deputies, as well as to the officials of the revenue and duties bodies nominated for special ranks, and officials of central executive bodies implementing national policy in public financial control and price control.

Section 3 exposes the lack of regularity and logic in separating by the legislature officials of revenue and duties bodies bodies nominated for special ranks, as well as officials of central executive bodies implementing national policy in public financial control and price control, as subjects of discharge for one-time gross breach of work duties.

The authors argue that the possibility of terminating the employment contract at the initiative of the employer with the head of the legal entity or a separate structural division,

his/her deputies, the chief accountant, his/her deputies, officials responsible for accounting, as well as with officials, covered by Statutes on discipline requires legislative consolidation.

It is claimed that the one-time gross breach of work duties is a type of discipline offenses by an employee. That is why the law application body must determine in what way this violation has been found, whether it could be the basis for the termination of the employment contract under para. 1 of Art. 41 of the Labour Code of Ukraine, whether the legal requirements regarding the terms and procedure of the disciplinary action application to a released person are observed.

This monograph is the first attempt in the Ukrainian labour law doctrine to comprehensively study one-time gross breach of work duties as a basis for termination of the employment contract at the initiative of the employer, to identify the problematic issues of legality compliance during the dismissal of the employee on this basis and formulate an author's approach to their solution using modern methods of cognition, taking into account the latest scientific achievements.