

**These are the most frequent cases of unlawful termination of employment relationship
by employees**

The majority of labour law disputes are connected to the termination of employment relationship, which proceedings are typically initiated by employees. However, such case may also arise when the employee files a lawsuit on this ground. Let us see, which the most frequent cases of the unlawful termination of employment relationship by employees are.

The employment relationship may be terminated by mutual agreement, by notice or by termination with immediate effect under the Section 64 (1) of Labour Law. Different set of rules are applicable to each way of termination. However, it is a common a rule that the employment relationship – similarly to its establishment – can be validly terminated only in writing. If the employee terminates his employment relationship orally, although he attains the “intended objective” but the rules of unlawful termination of employment relationship are applicable in the case. This also means that it has a consequence what the statements the employee makes contain in relation of his employment relationship. Similarly, the employment relationship is unlawfully terminated if the employee simply stops working and thus he expresses his intention to terminate the employment relationship. It most frequently occurs if the employee finds a better paid position. He assumes in many cases that he does not need to work during the half of the period notice. At the same time, this rule is only applicable if the termination notice was given by the employer.

Under Section 67 (1) of the Labour Law, the employee is not required to give reason for his termination as a general rule. However, he must give reason for the termination of his fixed-term employment relationship because this contractual relation cannot be left without any further restriction. The ground for termination may be only such reason, which would make the maintenance of the employment relationship impossible for him or would cause disproportionate injury having regard to his circumstances. It can be, for example if the employee must move due to the care of his sick parents and the commuting would take a lot of time. Similarly, he needs to give reason for his termination with immediate effect. Under the Section 78(1) of Labour Law, the employment relationship may be terminated with immediate effect, if the other party, in the present case is the employer, seriously breaches the



essential obligation arising from the employment relationship on purpose or by gross negligence or otherwise it behaves in such a way, which makes the maintenance of the employment relationship impossible. For example, these are the default of the wage payment or fulfilling its work safety obligation, or the unlawful application of the rules on stand-by jobs. The immediate termination by the employee is unlawful, if his legal statement does not include the reasons or it does not comply with the law.

The termination is a unilateral legal statement which terminates the employment relationship at the end of the period of notice. At the same time, during the period of notice the employee is subject to the obligations of employment. The rules of unlawful termination of employment relationship must be applicable in the case if the employee does not work only a single day of his notice period. Moreover, the law does not make any difference if the employee fails to spend his notice period in the view of the sanction. This regulation must be also applicable under Section 84 (4) of the Labour Law if the employee fails to transfer his post according to the required order.

This rule also serves for the purpose that the employee should behave in a responsible way even in case of change of employment. However, the employer must ensure the conditions for the transfer of the duties and the settlement of accounts.

If the employee unlawfully terminates his employment relationship as indicated above then the employer may have the following claims:

- a.) it may claim the amount equal to the absentee pay due for the period of notice payable in case of termination by the employee.
- b.) in case of fixed term employment, it may claim the amount of absentee pay for a maximum of 12 months remaining from the fixed period.
- c.) it may claim compensation for other damages, to which the rules on damage caused by employees of the Labour Law as well as the rules on compensation of Civil Code are applicable.