

**LEGAL GROUNDS FOR MODIFICATION AND TERMINATION OF AN
EMPLOYMENT CONTRACT**

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Abstract. This article examines the legal grounds for the modification and termination of employment contracts within the framework of labor law. It focuses on the balance between contractual stability and the need for flexibility in employment relations. The study analyzes modification by mutual agreement, unilateral changes by the employer, and adjustments resulting from legal or economic factors. In addition, it explores the lawful grounds for termination at the initiative of the employee, the employer, or due to circumstances beyond the control of the parties. Special attention is given to procedural requirements and judicial protection mechanisms aimed at safeguarding employee rights. The article is based on general principles of labor law and comparative legal analysis.

Keywords: employment contract, labor law, contract modification, termination of employment, employee protection, employer liability.

Annotatsiya: Mazkur maqolada mehnat huquqi doirasida mehnat shartnomasini o'zgartirish va bekor qilishning huquqiy asoslari tahlil qilinadi. Unda shartnomaviy munosabatlarning barqarorligini ta'minlash va mehnat munosabatlarida moslashuvchanlik zarurati o'rtasidagi muvozanat masalasiga alohida e'tibor qaratilgan. Tadqiqotda mehnat shartnomasini tomonlarning o'zaro kelishuvi asosida o'zgartirish, ish beruvchi tomonidan bir tomonlama kiritiladigan o'zgarishlar, shuningdek, huquqiy yoki iqtisodiy omillar ta'sirida yuzaga keladigan o'zgartirishlar tahlil qilinadi. Bundan tashqari, xodim yoki ish beruvchi tashabbusi bilan, yoxud tomonlarning irodasiga bog'liq bo'lmagan holatlar sababli mehnat shartnomasini bekor qilishning qonuniy asoslari ko'rib chiqiladi. Xodimlarning huquqlarini himoya qilishga qaratilgan protsessual talablar va sud himoyasi mexanizmlariga alohida e'tibor berilgan. Maqola mehnat huquqining umumiy tamoyillari hamda qiyosiy-huquqiy tahlil asosida tayyorlangan.

Kalit so'zlar: mehnat shartnomasi, mehnat huquqi, shartnomani o'zgartirish, mehnat shartnomasini bekor qilish, xodimlar huquqlarini himoya qilish, ish beruvchining javobgarligi.

Аннотация: В данной статье рассматриваются правовые основания изменения и расторжения трудового договора в рамках трудового законодательства. Основное внимание уделяется обеспечению баланса между стабильностью договорных отношений и необходимостью гибкости в сфере труда. В исследовании анализируются изменения трудового договора по взаимному соглашению сторон, односторонние изменения по инициативе работодателя, а также изменения, обусловленные правовыми или экономическими факторами. Кроме того, изучаются законные основания расторжения трудового договора по инициативе работника, работодателя либо по обстоятельствам, не зависящим от воли сторон. Особое внимание уделяется процессуальным требованиям и механизмам судебной защиты, направленным на обеспечение защиты прав работников. Статья основана на общих принципах трудового права и сравнительно-правовом анализе.

Ключевые слова: трудовой договор, трудовое право, изменение договора, расторжение трудового договора, защита прав работников, ответственность работодателя.

Introduction. The employment contract is central to labor law, defining the rights, obligations, and responsibilities of employers and employees, including job type, compensation, conditions, and termination. Unlike other civil or commercial contracts, it carries important social dimensions, protecting values such as human dignity, job security, and social stability. Today's labor markets, influenced by globalization, technological change, and organizational shifts, often require contract amendments or termination. Legal norms governing these changes are crucial for ensuring flexibility while preventing arbitrary or unjustified interference with employee rights.

Altering an employment contract raises questions about the limits of employer discretion and the need for employee consent. While some flexibility is necessary for companies to respond to changing economic and organizational conditions, excessive discretion can undermine contractual stability and weaken employee protections. Consequently, labor laws in most jurisdictions set clear grounds and procedural requirements—ranging from short notice periods to more detailed rules for retrenchment or termination—to ensure fairness and balance between employer and employee interests.

The importance of this research is reinforced by the increasing number of labour conflicts that concern these vital questions. In all too often, it's the courts and labor authorities where employers are put to task for what they had believed were their well-conceived decisions – since labor laws and fairness principals have been strictly enforced.

This paper seeks to undertake a holistic and in-depth analysis of the legal rationale for modifying and terminating employment contracts, based on general principles of labor law, but with respect to comparative law methodology. Through a careful inspection of statutory prerequisites, procedural requirements, and mechanisms of legal protection provided by the law in the face of mounting economic external threats to workplace justice claims, this Article seeks to inform a richer more textured understanding of how labor law deftly mediates flexibility--and security-essential components in employment relation.

Literature review. The modification and termination of employment contracts is a complex and multi-dimensional topic in labour law, reflecting both practical importance and theoretical challenges. Unlike ordinary civil contracts formed by free consent, employment contracts are socially distinct, as employees often have unequal bargaining power compared to employers. This imbalance justifies the need for special legal protections governing changes to and termination of employment relationships [1].

A key international reference in this field is the ILO Termination of Employment Convention No. 158 (1982), which requires that dismissals be based on “valid reasons” linked either to the employee's conduct or performance, or to operational needs of the organization². The Convention has significantly influenced national labour laws and judicial decisions, marking an important development in regulating employment relations publicly [2].

Legal scholars, including Collins, emphasize that protecting employment security requires not only valid substantive reasons for termination but also procedural safeguards. These include prior notice of termination and the right to challenge dismissals as wrongful, ensuring that employees are not arbitrarily deprived of their jobs [3]. Freedland and Kountouris further highlight that modifications to employment contracts must be understood within the context of subordination and economic dependence, which differentiate work contracts from ordinary civil contracts. Unilateral changes by employers, they argue, should be restricted to exceptional and clearly defined circumstances [4].

Contemporary economic and technological changes, such as globalization and digitalization, have increased employer demands for flexibility, leading to more frequent contractual amendments, including changes to work hours, tasks, or locations. However, research suggests that excessive flexibility without adequate legal protections may harm employee well-being rather than enhance it. Judicial doctrine plays a crucial role in shaping legal standards, with courts applying principles of proportionality, reasonableness, and good faith to prevent arbitrary employer actions [5].

In conclusion, the current literature shows a consensus that modification and termination of employment contracts require careful regulation to balance flexibility with security. Debate continues, however, regarding the appropriate scope of employer discretion and the role of legal enforcement in controlling managerial decisions, making this an ongoing and significant topic in labour law scholarship³

Methodology. This project is an in-depth study based firmly on a qualitative approach to legal research, and its foundation is the analytical framework. With thorough and scholarly doctrinal analysis, it dissects the complex legal norms that regulate modification and termination of employment contracts. Comparisons are made with international labour standards and with the national laws of a variety of countries and attention is given to the important challenges that many modern states face in this crucial area. And a comparison approach is deftly employed to highlight differences and similarities in legal regulation from different jurisdictions. Moreover, the judicial process is used to assess the application of legal rules in practice and to review its substantial contribution in safeguarding employee rights at work.

Result and discussion. The analysis of legal norms and scholarship shows that modifying and terminating employment contracts requires both substantive and procedural safeguards to balance flexibility with protection. Mutual agreement remains the most secure and least contentious basis for changes, respecting contractual autonomy and voluntariness. Unilateral employer modifications are allowed only in limited cases, typically for organizational, technological, or economic reasons, and must comply with procedural safeguards such as prior notice and justification. Termination by employers is heavily regulated, with valid grounds like misconduct, incapacity, or redundancy closely monitored by courts. Failure to follow procedures can invalidate dismissals, emphasizing the key role of procedural protections in safeguarding employees. The discussion also indicates that employee-initiated termination is treated more liberally, reflecting the principle of freedom of labor. Nevertheless, notice requirements serve as a balancing tool, protecting employers from sudden disruptions. Termination due to circumstances beyond the parties' control is generally regarded as legally neutral, yet it still requires formal compliance to ensure legal certainty.

1. Concept and Legal Nature of the Employment Contract

An employment contract is a legally binding agreement whereby an employee undertakes to perform work for an employer under the employer's direction, in exchange for remuneration and other benefits. Its distinctive features include subordination, continuity of work, and the employer's duty to provide safe and fair working conditions.

Due to its social function, the employment contract is not governed solely by the principle of freedom of contract. Instead, mandatory legal norms limit the parties' autonomy, particularly concerning working time, wages, occupational safety, and termination procedures. These limitations directly affect how and when an employment contract may be modified or terminated.

2. Legal Grounds for Modification of an Employment Contract

2.1 Modification by Mutual Agreement

The most common and legally secure method of modifying an employment contract is by mutual consent of the parties. Changes to essential terms—such as wages, working hours, job position, or place of work—generally require the explicit agreement of both the employer and the employee.

Mutual modification reflects the principle of contractual stability while allowing flexibility. In most legal systems, such changes must be documented in writing to ensure transparency and to prevent future disputes. Importantly, the employee’s consent must be genuine and free from coercion.

2.2 Unilateral Modification by the Employer

In certain circumstances, labor legislation permits the employer to unilaterally modify specific working conditions. This usually applies to non-essential terms or situations involving organizational or technological changes, such as restructuring or modernization.

However, unilateral modification is subject to strict legal conditions. Employers are typically required to provide prior notice, justify the necessity of the changes, and ensure that the employee’s fundamental rights are not violated. If the employee refuses the proposed changes, this may lead to termination, but only in accordance with statutory procedures.

3. Legal Grounds for Termination of an Employment Contract

3.1 Termination by Mutual Agreement

Termination by mutual agreement is considered one of the most balanced and conflict-free methods of ending an employment relationship. Both parties agree on the termination date and any related conditions, such as compensation or notice periods.

This form of termination respects the autonomy of the parties and is generally encouraged by labor law, provided that the employee’s consent is voluntary and informed.

3.2 Termination at the Initiative of the Employee

Employees have the right to terminate an employment contract at their own initiative, usually by providing advance notice. This right reflects the principle of freedom of labor and the prohibition of forced labor.

In some cases, immediate termination without notice is permitted, particularly where the employer has seriously breached contractual or legal obligations, such as non-payment of wages or unsafe working conditions.

4. Legal Guarantees and Judicial Protection

Labor law provides various guarantees to protect employees from unlawful modification or termination of employment contracts. These include the right to challenge employer decisions before labor inspectors or courts, reinstatement in cases of unlawful dismissal, and compensation for material and moral damages.

Judicial practice plays a crucial role in interpreting legal norms and ensuring their consistent application. Courts often assess whether the employer had legitimate grounds, followed due process, and respected the principle of proportionality.

1-table

Comparative Overview of Legal Grounds for Modification and Termination

Aspect	Modification of Employment Contract	Termination of Employment Contract
Legal basis	Mutual agreement; limited unilateral employer action; mandatory legal changes	Mutual agreement; initiative of employee or employer; objective circumstances
Role of consent	Employee consent is generally required for changes to essential terms	Required in termination by mutual agreement; not required in unilateral termination

Employer powers	Restricted and subject to legal justification and prior notice	Strictly limited to grounds expressly defined by labor law
Employee protection	Protection against forced or unjustified changes to working conditions	Protection against unfair dismissal and loss of employment
Procedural requirements	Written amendments, prior notice, and justification of changes	Notice periods, valid legal grounds, severance pay, and right to appeal
Judicial review	Courts assess legality, necessity, and proportionality of modifications	Courts review both substantive grounds and procedural compliance

This table provides a comparative overview of the key legal aspects governing the modification and termination of employment contracts. It highlights the differences in legal basis, procedural requirements, and the level of employee protection, demonstrating that termination is subject to stricter regulation due to its direct impact on the employee's right to work.

Overall, the results suggest that effective regulation of modification and termination depends not only on clearly defined legal grounds but also on consistent enforcement and judicial oversight. The discussion supports the view that labor law should continue to evolve in response to changing economic realities while maintaining its protective function. Strengthening legal clarity and procedural fairness can reduce labor disputes and contribute to more stable and equitable employment relations.

Conclusion. The modification and termination of employment contracts represent critical aspects of labor law, as they directly affect the stability of employment relations and the protection of employee rights. This study has demonstrated that labor law seeks to balance the need for flexibility in employment relations with the principle of job security, which remains a core value of modern legal systems.

The analysis shows that modification of employment contracts is generally permissible on the basis of mutual agreement, while unilateral changes by employers are allowed only in limited and legally justified circumstances. Such restrictions are essential to prevent the abuse of managerial power and to preserve the contractual stability that underpins fair labor relations. Clear procedural requirements, including notice and justification, play a vital role in safeguarding employee interests.

With regard to termination, the study confirms that employer-initiated dismissal is subject to the strictest legal regulation. Valid grounds and procedural compliance are both necessary conditions for lawful termination, and judicial oversight serves as an effective mechanism for enforcing these requirements. At the same time, the right of employees to terminate employment reflects the principle of freedom of labor, ensuring that employment relationships are not maintained through coercion.

Overall, the findings suggest that effective regulation of the modification and termination of employment contracts depends not only on clearly defined legal grounds but also on consistent enforcement and access to legal remedies. Strengthening legal clarity, procedural fairness, and judicial protection can reduce labor disputes and contribute to more stable, equitable, and sustainable employment relations in a rapidly changing labor market.

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