

LABOR CODE OF THE REPUBLIC OF UZBEKISTAN

GENERAL PART

SECTION I. GENERAL RULES

Chapter 1. Basic rules

Article 1. Relations governed by this Code

This Code regulates individual labor relations and social relations directly related to them on the basis of balancing and coordinating the interests of employees, employers and the state.

Article 2. The main tasks of this Code

The main tasks of this Code are as follows:

establishment of state guarantees of labor rights and freedoms of employees, including the right to work, free choice of work, fair and safe working conditions and protection against unemployment;

ensuring the implementation of employers' rights in the field of personnel selection, placement and organization of effective labor process;

promotion and development of social partnership in the field of work;

ensuring the protection of the rights and legal interests of employees and employers;

to facilitate the effective functioning of the labor market.

Article 3. Basic principles of legal regulation of individual labor relations and social relations directly related to them

The main principles of legal regulation of individual labor relations and social relations directly related to them are as follows:

equality of labor rights, prohibition of discrimination in the field of work and training;

freedom of labor and prohibition of forced labor;

social partnership in the field of labor;

ensuring the provision of labor rights and the fulfillment of labor obligations;

not allowing the employee's legal status to deteriorate.

Article 4. The principle of equality of labor rights, prohibition of discrimination in the field of work and training

Everyone has equal opportunities to exercise and protect labor rights.

Discrimination in employment and training is prohibited. Gender, age, race, nationality, language, social origin, property status and professional position, place of residence, attitude to religion, belief, affiliation to public associations, as well as the performance and performance of employees. It is discrimination to set any direct or indirect restrictions in the field of work and training, as well as to give any direct or indirect benefits based on other aspects.

The rights of employees in the field of work and training are subject to requirements specific to a specific type of work or persons who need higher social protection (persons busy with family duties, minors, persons with disabilities, pregnant women, etc.) Differentiating, excluding, favoring or restricting them in a justified way in connection with special care for them is not considered discrimination.

The differences based on the legal regulation of the labor of certain categories of employees are based on the nature of the employee's labor relationship with the employer, the place where the work is carried out, the conditions and nature of the employee's work, the legal status of the employer, the specific nature of the work of employees in some industries and professions. features,

may depend on the psychophysiological characteristics of the organism, the existence of family duties and other objective conditions.

A person who believes that he has been discriminated against in the field of work and/or training must file a complaint against the fact of discrimination in the prescribed manner, including elimination of discrimination and compensation for material damage and moral damage. can apply to the court with an application.

Article 5. The principle of freedom of labor and prohibition of forced labor

Freedom of labor means the right of everyone to dispose of his abilities to work, to exercise them in any form not prohibited by law, to freely choose the type of training, profession and specialty, workplace and working conditions.

Freedom of labor is labor in accordance with individual labor relations manifested in the freedom of contract, which means the following:

the freedom of employees and employers to conclude labor contracts. It is not allowed to force the employee and the employer to conclude an employment contract. The employer must conclude an employment contract with the employee in cases where the obligation of the employer to conclude a contract is provided for in this Code, the law or a voluntary commitment;

determine the contractual (main and additional) terms of the employment contract in accordance with the agreement of the parties to this contract;

the possibility of changing the employment contract according to the agreement between the employee and the employer;

the ability to terminate any employment contract at any time by agreement of the parties to this contract;

an employee's own initiative to conclude an employment contract in accordance with this Code the right to cancel;

the right of the employer to terminate the employment contract concluded with the employee on his own initiative when there are grounds provided for termination of the employment contract in this Code and in compliance with the established procedure;

in cases specified in this Code or other law, in the employment contract the possibility of providing additional grounds for cancellation.

Forced labor is prohibited.

Forced labor means any work or service required of an individual under the threat of punishment, for the performance of which the individual has not voluntarily offered his services. Punishment is defined as the application or threat of application of any material, physical or mental impact measures against this individual that forces him to perform work without his voluntary consent.

Forced labor:

affairs of a military nature or the [Law](#) of the Republic of Uzbekistan "On General Military Obligation and Military Service" perform work related to alternative service on the basis of;

the work, the execution of which is caused by the introduction of a state of emergency or martial law; [Previous see edit](#).

does not include work performed as a punishment under a legally binding court decision under the supervision of state bodies responsible for compliance with the law during the execution of court decisions.

(The fourth paragraph of the fifth part of Article 5 of the Republic of Uzbekistan dated 11.2023 Law No. ORQ-829 of April edited by the National Database of Legislative Information, 04/12/2023, No. 03/23/829/0208)

Article 6. The principle of social partnership in the field of labor

The principle of social partnership in the field of labor regulates social and labor relations of employees, their representatives, employers, their representatives, as well as state bodies.

consists of cooperation aimed at ensuring the coordination of the interests of employees, employers and the state in relation to regulatory issues.

Labor legislation based on the principle of social partnership in the field of labor:

bilateral (between employees and their representatives and between employers and their representatives) and tripartite in the field of labor in order to coordinate the interests of employees and employers regarding the issues of regulating individual labor relations and social relations directly related to them creates necessary conditions for cooperation (between representatives of employees, employers and executive authorities);

guarantees the right of employees and employers to organize for representation and to protect their interests;

The team of employees and representatives of employers to conduct collective bargaining strengthens its agreements and the right to conclude a collective agreement;

by the employer in agreement with the elected body of the primary trade union organization (trade union committee, trade union organizer or trade union group organizer) or other representative body of employees (hereinafter referred to as the trade union committee) determines what internal documents can be accepted;

provides for the participation of representatives of employees and employers in the resolution (regulation) of labor disputes;

strengthens other measures aimed at ensuring the balance of interests of employees and employers in the field of labor.

Article 7. The principle of guaranteeing labor rights and fulfillment of labor obligations

Labor legislation strengthens the set of tools and methods that ensure:

that the rights of employees and employers in the field of labor defined in the legislation on labor and other legal documents on labor, as well as in the labor contract, are implemented;

fulfillment by employers and employees of the obligations specified in the labor legislation and other legal documents on labor, as well as in the labor contract;

labor rights of employees and employers are protected and violated restoration of rights;

the employer's responsibility for the violation of the labor rights of employees, the labor legislation, as well as the employee's responsibility for the violation of his labor obligations.

Article 8. The principle of not allowing the deterioration of the legal status of the employee

Any regulatory legal document should not worsen the legal status of an employee compared to a regulatory legal document with higher legal force.

No internal document, individual legal document of the employer can worsen the legal status of the employee compared to regulatory legal documents.

Article 9. Calculation of the terms provided for in this Code

The terms specified in this Code, collective agreements, collective agreement or labor contract are determined by the end of a period of time calculated by calendar date, years, months, weeks, days or hours, or by indicating an event that should occur.

In this Code, the calculation of the periods associated with the occurrence or cancellation of labor rights and obligations starts from the day after the calendar date of its commencement.

Terms calculated in years, months, weeks end on the corresponding date of the last year, month, week of the term.

If the end of the period calculated in months falls on a month with more or less days than the month in which the period began, the last day of the month in which the period ends is considered the day of the end of the period.

A calendar that does not work for a period calculated in years, months, weeks or days days are also added.

If the last day of the term falls on a non-working day, then the next the first working day is considered the day of expiry.

Chapter 2. Labor legislation and other legal documents about labor

Article 10. Labor legislation

Labor legislation consists of this Code and other legal documents regulating individual labor relations and social relations directly related to them.

If the international agreement of the Republic of Uzbekistan stipulates more preferential provisions for employees compared to the labor legislation of the Republic of Uzbekistan or other legal documents on labor, the provisions of the international agreement shall be applied.

The provisions of the international agreements of the Republic of Uzbekistan apply even in cases where individual labor relations and social relations directly related to them are not directly regulated by the labor legislation of the Republic of Uzbekistan. is used.

Article 11. Scope of labor legislation

Application of labor legislation:

to individual labor relations between an employee and an employer; applied to social relations directly related to individual labor relations.

To the agreement between the employee and the employer that the employee will personally perform the labor duties subject to the internal labor procedure for a fee in the provision by the employer of the labor conditions provided for in the labor legislation and other legal documents on labor, in the labor contract. based relationship is an individual employment relationship.

Individual labor relations between the employee and the employer it is forbidden to enter into contracts of a civil-legal character that regulate in reality.

Social relations that are directly related to individual labor relations include:

relations regarding employment of the employee at the employer;

relations regarding the training, retraining and improvement of the employee's qualifications at the employer;

collective labor relations formed in the process of social partnership in the field of labor;

relationships related to inspection and control over compliance with labor legislation, labor protection regulations and other legal documents on labor;

relations regarding consideration of labor disputes.

If the laws of the Republic of Uzbekistan or an international agreement do not provide otherwise, the rules established by the legislation on labor in the territory of the Republic of Uzbekistan shall apply to the participation of foreign citizens, stateless persons, foreign citizens, established or established by persons who are not

applied to labor relations involving organizations or these citizens, individuals, international organizations and foreign legal entities.

The labor legislation applies to civil servants of the Republic of Uzbekistan, including employees of the Republic of Uzbekistan sent to work in state institutions abroad (diplomatic, consular institutions and other institutions), as well as those with specific characteristics provided for by law. is applied to persons undergoing alternative service.

Labor rights for military servicemen performing military service under the contract, as well as military servicemen (employees) serving in the internal affairs and state customs service bodies, the State Security Service of the Republic of Uzbekistan, the National Guard, and other persons equivalent to them the part of the legislation that does not conflict with the special legislation shall be applied.

It applies to judges according to the part of the labor legislation that is not regulated in the legislation on courts.

The part of the labor legislation that does not conflict with the legislation regulating the activities of the prosecutor's office shall be applied to the employees of the prosecutor's office.

[The Law](#) of the Republic of Uzbekistan "On the Rescue Service and the Status of Rescuers" applies to labor relations of rescuers of rescue services and professional rescue structures, including those working under an employment contract. is applied on the part not regulated by

The application of the labor legislation to the labor relations of those convicted by the court's verdict for committing crimes is in the [Criminal-Executive Code](#) of the Republic of Uzbekistan subject to the exclusions and limitations provided.

Labor legislation does not apply to the following persons (if they do not work as employers or their representatives at the same time in accordance with the procedure established by this Code): military

servicemen on military service;
to members of supervisory boards of organizations;
to members of inspection commissions (inspectors) who are not employees of this organization;
performing work on the basis of civil-legal contracts (services showing) persons;
to other persons if prescribed by law.

If the relationship related to the use of personal labor was established on the basis of a contract of a civil-legal nature, but was later recognized as a relationship related to individual labor in accordance with the procedure established by this Code or other laws, such relationship the provisions of labor legislation and other legal documents on labor are applied.

Article 12. Other legal documents about labor

Other legal documents on labor include:
collective agreements;
collective agreements;
acceptance by the employer in agreement with the trade union committee
internal documents to be made;
internal documents, including individual legal documents that the employer adopts on his own within the scope of his authority.

Article 13. Reciprocity of labor legislation and other legal documents on labor

Other legal documents on labor may provide for additional rights and guarantees for employees compared to those specified in the labor legislation.

The status of the employee to other legal documents on labor it is not allowed to include provisions that are detrimental to the legislation.

Article 14. Reciprocity of team agreements and reciprocity with internal documents

Network and regional team agreements on the status of employees to the general team agreement It is prohibited to introduce provisions that are relatively degrading.

In cases where there are discrepancies between the provisions of the network and regional collective agreements, the provisions of the collective agreement which contain more favorable conditions for the employee shall apply.

Internal documents may provide for additional labor rights and guarantees for employees compared to those specified in the applicable collective agreements.

It is forbidden to include in the internal documents provisions that worsen the position of the employee in relation to collective agreements.

Article 15. Reciprocity of internal documents

Internal documents adopted by the employer in agreement with the trade union committee, as well as adopted by the employer alone, should not contain provisions that worsen the position of the employee in relation to the collective agreement.

The internal documents adopted by the employer on its own should not contain provisions that worsen the employee's position compared to the internal documents adopted by the employer in agreement with the trade union committee.

If in the labor legislation, collective agreements or collective agreement or other legal documents on labor adopted by the employer in accordance with the agreement with the trade union committee, this or that issue is subject to agreement by the employer with the trade union committee. if it is stipulated that it should be resolved, compliance with this requirement is mandatory for the employer.

The trade union committee is [in the third part](#) of this article must notify the employer of the decision made on the specified issues in writing within twenty days from the date of receipt of his written appeal, except for cases where a different period is provided by this Code. If the employer's appeal remains unanswered after the expiration of this period, the employer has the right to resolve the relevant issue without obtaining the consent of the trade union committee.

In cases where a trade union committee is not established in the organization, the employer must inform the labor team in writing about the intention to resolve issues that must be agreed with the trade union committee in accordance with the law. If within two weeks from the date of receiving the information, the general meeting (conference) of the labor team at which the decision to establish the initial trade union organization or other representative body of employees is not held, the employer shall independently resolve the relevant issues. has the right to decide.

Article 16. Labor legislation, other labor laws correlation of documents and employment contract

The employment contract concluded with the employee may provide the employee with additional rights and guarantees compared to those stipulated in the labor legislation and other legal documents on labor.

It is forbidden to include in the employment contract terms that worsen the legal status of the employee in relation to the labor legislation and other legal documents on labor.

Article 17. Rules of other legal documents about labor and labor the invalidity of the terms of the contract

In the second part of Article 13 of this Code , the first of Article 14 , [second](#) and in fourth parts, Article 15 [first](#) and [in the second parts](#) to the implied requirements

non-compliance causes the invalidity of the provisions of other legal acts on labor that worsen the employee's condition.

In the second part of Article 16 of this Code failure to comply with the stipulated requirements will cause the invalidity of the terms of the employment contract, which will worsen the employee's condition.

Provisions of other legal documents on unreal labor, as well as terms of the employment contract, do not apply. Such terms and conditions shall be void upon acceptance.

The invalidity of certain provisions of other legal documents on labor or the specific conditions of the labor contract does not mean that the relevant document or the labor contract is completely invalid.

Article 18. Individual legal documents of the employer

Employers are directed to a specific employee (employees) or a team within the scope of their authority in accordance with the procedure established by law and can be applied once (recruitment, change of working conditions, transfer to another job, termination of the employment contract, termination of employment to the employee individual legal documents intended for granting leave, applying disciplinary punishment to an employee, motivating employees and other orders) - may take orders, orders, decisions (hereinafter referred to as orders).

Individual legal documents adopted by the leader alone are published in the form of orders or decrees. Individual legal documents adopted by the collegial executive body are adopted in the form of decisions.

If the individual legal documents of the employer contain provisions that are not favorable for employees in relation to the conditions established in the labor legislation and other legal documents on labor, these documents or their relevant parts are valid. doesn't.

Chapter 3. Subjects of individual labor relations and the basis of their occurrence

§ 1. Subjects of individual labor relations

Article 19. Employee and employer as subjects of individual labor relations

The employee and the employer are subjects of individual labor relations.

Citizens of the Republic of Uzbekistan, as well as foreign citizens and stateless persons, who have the right to work and legal capacity, have reached the age specified in this Code and have concluded an employment contract with the employer, can be employees.

The following may act as employers:

organizations, regardless of the form of ownership and departmental affiliation;

branches, representative offices or other separate structural units of organizations (hereinafter referred to as separate units of organizations);

natural persons.

Individuals can be employers in the following cases:

if they are registered as individual entrepreneurs who carry out business activities without establishing a legal entity;

if they hire domestic servants to provide services to themselves and help in running the household;

if their professional activity should be registered and (or) licensed in the cases stipulated by the legislation, and if they entered into labor relations with employees for the purpose of carrying out this activity.

Article 20. Employee's right to work and legal capacity

The ability to have labor rights and obligations (labor-related legal capacity) and the ability of a citizen (natural person) to have labor rights and exercise them through his own actions, to take on labor obligations for himself and to fulfill them (working capacity) is recognized equally for all citizens of the Republic of Uzbekistan.

Foreign citizens, stateless persons, unless otherwise stipulated by the legislation of the Republic of Uzbekistan or an international agreement, have the same labor rights and legal capacity as citizens of the Republic of Uzbekistan.

An employee's right to work and legal capacity shall arise simultaneously from the moment he reaches the age of sixteen, except for the cases provided for in this Code and other laws.

Article 21. Employee rights

The employee has the following rights:

labor under the procedure and conditions established by this Code and other laws conclusion, modification and cancellation of the contract;

provision by the employer of work stipulated in the employment contract;

having a workplace that complies with labor protection requirements;

in accordance with their qualifications, the complexity of the work, the quantity and quality of the work performed getting paid on time and in full;

the limit of the duration of working hours, the establishment of reduced working hours for employees in certain professions and categories, rest provided by giving weekly rest days, non-working holidays, as well as annual work holidays;

to have working conditions that meet safety and hygiene requirements, as well as to receive complete and reliable information about working conditions and labor protection requirements at the workplace;

to labor legislation, other legal documents on labor, labor vocational training, retraining and professional development in accordance with the contract;

join trade unions and other organizations to represent and protect their labor rights, freedoms and legal interests;

receiving information about collective agreements and collective agreements, as well as the fulfillment of their terms, including through their representatives;

compensation for material damage and moral damage caused to the employee in connection with the performance of labor duties in accordance with the procedure established by the labor legislation;

to protect their labor rights, freedoms and legal interests by all methods not prohibited by law;

resolving labor disputes in the manner prescribed by this Code and other laws.

Employee to the legislation on labor, other legal documents on labor and may have other rights according to the employment contract.

Article 22. Obligations of the employee

Employee:

compliance with labor legislation and other legal documents on labor, terms of labor contracts;

faithfully fulfill the labor obligations assigned to him by the labor contract;

compliance with the internal labor procedure;

compliance with labor discipline;

fulfillment of established labor standards;

to the requirements of labor protection, technology discipline, labor safety and production compliance with the rules of discharge sanitation;

careful treatment of the employer's property (including the property of third parties in the employer's possession, if the employer is responsible for the safekeeping of this property);

compensating the employer for material damage in the manner and within the scope specified in this Code;

the existence of a situation that threatens the life and health of people, the employer's property (including the property of third parties owned by the employer, if the employer is responsible for the safekeeping of this property) immediately inform the employer or direct supervisor about it;

must not perform actions that prevent other employees from fulfilling their work obligations.

The employee may have other obligations in accordance with the labor legislation, other legal documents on labor, and the labor contract.

Article 23. The employer's legal capacity and legal capacity regarding labor

The legal capacity and legal capacity related to labor of employer organizations are: comes into existence from the moment of state registration in the prescribed manner.

The labor legal capacity of individual divisions of organizations comes into being from the moment of approval of the statutes regulating their activities.

The legal capacity and legal capacity of an employer who is an individual entrepreneur arises from the moment he is registered as an individual entrepreneur.

The employer, who is a natural person using hired labor to perform household chores and for other personal purposes not related to entrepreneurial activity, has the right to work and legal capacity from the moment he has full civil legal capacity. Please note that the legal capacity and legal capacity of a person under the specified age are defined in the Civil [Code](#) of the Republic of Uzbekistan.

in the specified cases, it occurs from the date of full civil capacity until reaching the age of eighteen.

In accordance with the law, other legal documents on labor, organizational documents and internal documents, the rights and obligations of the employer in relation to labor:

the owner of the organization;

management bodies of the organization or other persons authorized by them;

carried out by an individual who is an employer.

In cases where the subsidiary liability of the owner of property, the founder (participant) for the obligations of the legal entity is established by the laws, the owner of the property, the founder (participant) of the legal entity shall be subsidiarily responsible for the obligations arising from the labor relations of the employer who is a legal entity. .

Article 24. Employer's rights

The employer has the following rights:

employees in accordance with the procedure and conditions stipulated in this Code, other laws concluding, changing and canceling labor contracts with;

initiating collective negotiations and concluding collective agreements;

encouraging employees for honest and effective work;

employees to fulfill their labor obligations and to treat the employer's property (including the property of third parties owned by the employer, if the employer is responsible for the safekeeping of this property) with care, internal labor to demand compliance with the procedure;

bring employees to disciplinary responsibility in accordance with the procedure established by this Code;

holding employees financially responsible for the direct real damage caused to the employer as a result of compensation for the damage caused by them both directly to the employer and to other persons;

acceptance of internal documents (except for employers who are not individual entrepreneurs, who are natural persons);

organization and membership of employers' associations in order to represent and protect their interests.

The employer is subject to labor legislation, other labor legislation may have other rights according to documents and employment contract.

Article 25. Obligations of the employer

Employer:

compliance with labor legislation and other legal documents on labor, terms of labor contracts;

provide employees with work stipulated in the employment contract;

not to allow violations of the requirements of this Code on the prohibition of discrimination in the field of work and training when hiring employees, during the work process, and when terminating an employment contract with an employee;

preventing the use of forced labor and severe forms of child labor;

ensure labor safety and conditions in accordance with the normative requirements of labor protection;

to provide employees with equipment, tools, technical documents and other tools necessary for the performance of their work duties;

to pay the wages due to employees in full within the time limits set in accordance with this Code, the collective agreement, the rules of the internal labor procedure, other internal documents, labor contracts;

to conduct team negotiations in the manner specified in this Code, as well as the team conclusion of the contract;

to provide employees' representatives with complete and reliable information necessary for drawing up a collective agreement and a collective agreement and monitoring their implementation;

informing employees of their right to unionize;

introduce the employees to the internal documents that are directly related to their work, by signing them;

timely execution of instructions of state labor inspectors, as well as officials of other state bodies authorized to carry out inspections and control over compliance with labor legislation and other legal documents on labor;

in cases where the employee's job is preserved due to the fact that the employee was elected to the elective positions in the state bodies, this employer hires the employee whose employment contract was terminated

earlier; Timely consideration of the instructions and submissions of the relevant trade union bodies, other representatives elected by the employees about the identified violations of the labor legislation and other legal documents on labor, and take measures to eliminate the identified violations. report to these bodies and representatives about the measures taken;

implementation of provision of household needs of employees related to the performance of their work duties;

provision of mandatory state social insurance of employees against industrial accidents and occupational diseases, as well as mandatory civil liability insurance of the employer;

material delivered to employees in connection with the fulfillment of their labor obligations compensating for damages in accordance with the procedure and conditions established by the labor legislation;

labor contracts, as well as changes and additions to them, must be registered in a timely manner in the "Uniform National Labor System" interdepartmental software-hardware complex in accordance with the procedure established by the Cabinet of Ministers of the Republic of Uzbekistan.

The employer may have other obligations in accordance with the labor legislation, other legal documents on labor and the labor contract.

§ 2. The foundations of individual labor relations

Article 26. The occurrence of individual labor relations

This is an individual labor relationship between an employee and an employer. It occurs on the basis of an employment contract concluded by them in accordance with the Code.

In the cases and procedures specified in the legislation or other legal documents on labor or the organization's charter (statute), individual labor relations arise as a result of the following, based on the labor contract:

- to be elected to a position or pass a competition to occupy a relevant position;
- appointment or confirmation;
- sending to work by authorized state bodies;
- Certificate on the right to work in the territory of the Republic of Uzbekistan to give
- the consent of both parents or one of the parents (the person who replaces the parents);
- adoption of a court decision imposing the obligation to conclude an employment contract on the employer;
- recognition by the court of relations related to the use of personal labor and arising on the basis of a civil-legal contract as individual labor relations.

In the event that the employment contract is not properly formalized, individual labor relations between the employee and the employer also arise on the basis that the employee is actually allowed to work with the permission or on the assignment of the employer or his authorized representative.

Article 27. Individual labor relations arising on the basis of an employment contract as a result of being elected to a position or passing a competition to occupy a corresponding position

If the election to a position requires the employee to perform a certain labor task, as a result of the election to the position, individual labor relations based on the employment contract arise.

If the labor legislation or other legal documents on labor or the organization's charter (regulations) specify the list of positions to be filled by competition and the procedure for holding a competition for these positions, in order to occupy the corresponding position as a result of passing the selection, individual labor relations based on the contract are created.

Article 28. Work as a result of appointment or confirmation of a position individual labor relations arising on the basis of a contract

Individual labor relations arise on the basis of an employment contract as a result of appointment to a position or confirmation of a position in the cases provided for in the legislation and other legal documents on labor or in the organization's charter (statute).

Article 29. In connection with employment by competent state bodies individual labor relations arising on the basis of an employment contract

Individual employment relations of individuals from socially needy categories of the population are regulated by the Law of the Republic of Uzbekistan "On Employment of the Population" on the basis of an employment contract . occurs as a result of employment in the prescribed manner.

Individual labor relations with graduates of higher education organizations who have received education on state grants arise as a result of sending them to work based on the employment contract issued by the distribution commission of the higher education organization.

The individual labor relations of citizens called to alternative service arise as a result of sending them to organizations on the basis of an employment contract based on the instruction given by the district defense affairs department on the appointment of an alternative service place.

Article 30. Individual labor relations arising on the basis of an employment contract in the presence of a certificate of the right to work in the territory of the Republic of Uzbekistan

Individual labor relations with citizens of foreign countries who legally came to the Republic of Uzbekistan to work, and stateless persons permanently living in the territory of other countries, have received a certificate of the right to work in the territory of the Republic of Uzbekistan issued by an authorized state body, as well as occurs on the basis of the employment contract concluded after the fulfillment of other requirements stipulated by the legislation.

Article 31. Individual employment relations arising on the basis of an employment contract in the presence of written consent of one of the parents (a person replacing the parent)

Individual labor relations with persons between the ages of fifteen and sixteen, in cases where it is allowed in accordance with this Code to employ them until they reach this age, one of the parents (the person replacing the parents) occurs on the basis of an employment contract when there is a preliminary written consent.

Article 32. Individual labor relations arising on the basis of an employment contract as a result of the adoption of a court decision on imposing the obligation to conclude an employment contract on the employer

Individual labor relations with persons who have been unlawfully refused employment by the employer arise on the basis of the employment contract concluded as a result of the adoption of a court decision to impose the obligation to conclude an employment contract on the employer.

Article 33. Recognizing relations related to the use of personal labor and arising on the basis of a civil-legal contract as individual labor relations

With an individual [in the second part](#) of Article 11 of this Code conclusion of a contract of a civil-legal character, which actually regulates the provided relations, causes these relations to be recognized by the court as individual labor relations. In this case, the employment contract is considered concluded from the date of conclusion of the civil-legal contract, and the relations of the parties are recognized as individual labor relations from the date of execution of the work stipulated in the contract by the individual.

In case of termination of the relations related to the use of personal labor and arising on the basis of civil-legal contract, recognition of these relations as individual labor relations shall be carried out by the court. A natural person who is an executor under this contract has the right to apply to the court in the manner and within the time limits provided for consideration of individual labor disputes in order to recognize these relations as individual labor relations.

SECTION II. SOCIAL PARTNERSHIP IN THE LABOR FIELD

Chapter 4. General rules

Article 34. The concept and basic principles of social partnership in the field of labor

Social partnership in the field of labor is a system of mutual relations between employees, employers, their representatives, state bodies in the form of their representatives, and this system includes individual labor relations and social relations directly related to them. will be aimed at ensuring the coordination of the interests of employees, employers and the state in relation to regulatory issues.

The main principles of social partnership in the field of labor are as follows:

- labor legislation and labor by the parties and their representatives
- compliance with other legal documents;
- authority of representatives of the parties;
- equality of the parties;
- taking into account the interests of the parties;
- the parties' interest in participating in contractual relations; freedom to choose and discuss issues related to work and training;

Voluntary assumption of obligations by the parties;

the validity of the obligations undertaken by the parties and the obligation to fulfill them;

- state support for strengthening and development of social partnership; of accepted collective agreements, collective agreement, as well as social control over the implementation of the provisions specified in other documents of the partnership;
- responsibility of the parties, their representatives for non-fulfillment of collective agreements and collective agreements due to their own fault.

Article 35. Levels of social partnership in the field of labor

Social partnership in the field of labor:

- at the initial level (in an organization or an employer who is an individual);
- at the regional level; at the
- network level; implemented at the republican level.

Article 36. Labor team

All employees who are working at the employer on the basis of an employment contract form a labor team.

General meeting of the labor team in the field of social partnership (conference) by conducting.

A general meeting of the labor team is considered authorized if more than half of the employees performing labor activities at the employer are present at it.

The conference of the labor team is considered competent if at least two-thirds of the delegates of the organizational units are present.

The decision of the general meeting (conference) of the labor team is considered adopted if more than fifty percent of the employees (delegates) participating in the general meeting (conference) voted in favor of it.

General meeting (conference) of the labor team:

determines the representative body authorized to represent the interests of the labor team of employees;

decides whether to approve or disapprove the collective agreement;

supervises the implementation of the collective agreements, as well as the collective agreement, the validity of which is applied to the relevant employees and the employer;

assesses the effectiveness of the collective agreement, collective agreement execution by the parties;

performs other powers in accordance with legislation and other legal documents on labor.

Article 37. The right of employees to organize

In order to express and protect their rights and interests without discrimination, employees have the right to form trade unions of their own free will and without prior permission, as well as the right to join trade unions or other associations of employees. have

In the absence of trade unions at the appropriate levels of social partnership, employees have the right to form other associations to ensure the expression and protection of their interests.

Membership or non-membership of trade unions or other associations of employees **Constitution** of the Republic of Uzbekistan and shall not be a reason to restrict labor rights and other socio-economic, political, personal rights and freedoms guaranteed by other legal documents.

All members of trade unions or other associations of employees are equal in terms of their rights and obligations defined in this Code, other legal documents on labor, charters or internal documents of trade unions or other associations of employees.

Membership or non-membership in a particular trade union or other association of employees, including hiring, benefits and preferences, including bonuses, bonus money, promotion, and termination of the employment contract or connection with exit is prohibited.

A person who considers himself to be discriminated against due to his membership or non-membership in trade unions or other associations of employees may file a complaint against the fact of discrimination in accordance with the established procedure. Claims of a discriminated person to eliminate discrimination, restore violated rights and compensate for material damage and moral damage shall be resolved in court.

It is not allowed to interfere with the exercise of the right of association of employees, as well as to force them to join trade unions or other associations of employees.

Any written or oral commitment by an employee not to join a union or other employee association is void.

Article 38. The right of employers to organize

Employers have the right to voluntarily form their own associations without prior permission for the purpose of expressing and protecting their rights and legal interests, and to implement social partnership, as well as to become members of employers' associations in the manner specified in their charters.

Employers' association is a non-governmental non-profit organization based on the voluntary membership of employers and (or) employers' associations who are legal entities and (or) individuals.

It is not allowed to interfere with the exercise of the right of association of employers, as well as to force them to join one or another association of employers.

Article 39. Social partnership parties

Social partnership at the primary level has a twofold nature. Labor team and the employer are parties to the primary social partnership.

Social partnership at the network and regional levels has a two-way or three-way character. The relevant associations of employees and employers are parties to bilateral social partnership at the sectoral and regional level. Local execution on the proposal of regional associations of employees and employers in tripartite social partnership at the regional level

participating authorities and other interested state bodies. In the tripartite social partnership at the network level, public administration bodies in the relevant network participate at the proposal of the network associations of employees and employers.

The Ministry of Employment and Labor Relations of the Republic of Uzbekistan participates in tripartite social partnership at the sectoral level in cases where public administration bodies in the relevant sector participate as employers.

Social partnership at the republican level has a threefold nature. Republican associations of employees and employers and the Cabinet of Ministers of the Republic of Uzbekistan, interested ministries, state committees and agencies are parties to social partnership at the republican level.

In cases where local executive authorities act as employers, they are the party representing the employer in the social partnership.

Article 40. Legal documents of social partnership in the field of labor, which include labor law norms

Legal documents of social partnership in the field of labor are as follows:
collective agreements;
collective agreement;
other internal documents of the organization adopted by the employer in agreement with the trade union committee.

Article 41. Forms of implementation of social partnership in the field of labor

Forms of implementation of social partnership in the field of labor are as follows:
collective agreements, collective negotiations on the preparation of draft collective agreements;

conclusion of collective agreements and collective agreements;
adoption of internal documents by the employer in agreement with the trade union committee;

collective agreements by the parties of social partnership, collective agreement and social control over the implementation of the provisions of other partnership documents;
participation of employees through their representatives in consideration of issues of socio-economic development of organizations, region, network, republic in accordance with the level of social partnership;

application of certain provisions of the labor legislation by the employer with the preliminary approval of the trade union committee in the cases provided for by the labor legislation and social partnership documents;

by the parties of social partnership on the issues of regulating individual labor relations and social relations directly related to them, ensuring guarantees of labor rights of employees and improving labor legislation and other legal documents on labor conducting mutual consultations (negotiations);

representatives of employees and employers in resolving (regulating) labor disputes participation.

Social partnership can be implemented in other forms that are not prohibited by law.

Chapter 5. Representation of employees and employers in social partnership

Article 42. Representation of employees

In the organization or the employer who is a natural person, the representation of employees and the protection of their rights and interests is carried out by the trade union committee at the initial level. The interests of employees and employers cannot be represented and protected by one representative body.

Representation of employees, protection of their rights and interests is carried out by:

at the regional and branch levels - relevant trade unions, their associations and divisions (hereinafter referred to as regional and branch trade union associations);

at the republican level - associations of republican trade unions.

Article 43. Rights of employee representatives

Employee representatives have the following rights:

conducting collective negotiations, concluding collective agreements, collective contracts and monitoring their implementation;

solve the issues of social and economic development at different levels of social partnership participate in making;

participate in the development of the organization's internal normative documents, and in the cases provided for in the labor legislation and other legal documents on labor, express their approval or disapproval of the adoption of the relevant internal document by the employer;

adoption of the labor legislation in agreement with the representatives of employees implementation of public control over compliance with internal documents;

preparation of legal documents on labor for employers and their representatives making suggestions on;

to the authorized state bodies to stop mass dismissal of employees make suggestions about;

obtaining necessary information on labor issues, organization's activities, other socio-economic issues;

unhindered visit to workplaces, obtaining necessary information from employers, their representatives to carry out public control;

protection of the interests of employees in labor dispute settlement (regulation) bodies to do;

appeal to the court against the decisions of the employer and the persons authorized by him, if they contradict the legislation or other legal documents on labor or otherwise violate the rights of employees;

if the protection of the rights and interests of employees in social and labor relations to carry out other actions, if they are not contrary to the law.

The exercise of rights by representatives of employees is the work of employers should not reduce their effectiveness, should not violate their established work order and regime.

Article 44. Labor guarantees given to persons elected as members of representative bodies of employees

The persons elected to the representative bodies of employees are guaranteed protection from any form of harassment by employers and their representatives in connection with the implementation of activities related to the expression and protection of the rights and interests of employees.

To apply disciplinary sanctions against the employees elected to the representative bodies of employees and not released from their work in production, to cancel the employment contract concluded with them at the initiative of the employer, as well as to regulate labor relations with the employees elected to the representative bodies of employees in their elected positions Within two years after the end of the contract, at the initiative of the employer, it is not allowed to cancel the said persons without the prior consent of the representative body where they performed their activities.

It is his authority to apply disciplinary sanctions against an employee who is the head of the relevant representative body of employees and who has not been released from his work in production, to cancel the employment contract concluded with him at the initiative of the employer, as well as to establish labor relations with the employee who is the head of the representative body of employees. after finishing

within two years, at the initiative of the employer, this representative body may not be canceled without the prior consent of the relevant regional or branch union of the participating employees.

Employees who are released from their work in production as a result of being elected to elected positions in the representative body of employees shall be given their previous job (position) after the expiration of their powers in the elected position, and if such a job (position) is not available, another equal job (position) will be given.

In the event that it is not possible to assign relevant work (position) to the employees elected to the trade union bodies, they will use the benefits provided for by the legislation or collective agreements, collective agreement.

Article 45. Implementation of the activities of representatives of employees of employers obligations to create conditions for

Employers:

not to violate the rights of employee representatives, to support their activities;

hold consultations with the representatives of the employees before making decisions concerning the interests of the employees, and obtain their consent in the cases stipulated by the legislation and other legal documents on labor;

considers the proposals of employee representatives in a timely manner and informs them in written form about the adopted decisions;

the representatives of the employees, which they represent the interests of the employees unimpeded access of employees to workplaces;

free provision of the necessary information on issues of socio-economic rights and interests of employees to employee representatives;

providing the necessary conditions for employee representatives to perform their duties;

to give time to persons who are representatives of employees and who are not exempted from their work in production, to represent and protect the interests of employees during working hours, while maintaining the average salary. of the time to be provided to the specified persons the exact duration is determined in collective agreements, in the collective agreement, if they have not been concluded, in agreement with the employers or their representatives. In this case, the duration of this time cannot be less than thirty percent of the hours of the working

week; goals set in collective agreements and collective agreements to employee representatives must allocate funds for and in amounts.

Employers are responsible for employee representatives in legislation and labor there will be other obligations stipulated in other legal documents.

Article 46. Employers' representatives

Representation and protection of the employer and their rights and interests at the initial level is carried out by the head of the organization, the employer who is a natural person or the persons authorized by them in accordance with this Code, legislation and other legal documents on labor, the founding documents of the employer does.

At the regional, branch and republican level, the representation of employers and the expression and protection of their rights and interests are carried out by the appropriate regional, branch and republican associations of employers.

Article 47. Prohibition of obstructing the activities of representatives of employees and employers

Obstructing the legal activities of employees and employers' representatives in any form is prohibited.

It is not allowed to terminate the activity of employee representatives at the initiative of employers.

Obstructing the legal activities of employee representatives or [in the second part](#) of this article Employers who have committed the specified actions, the persons authorized by them are responsible in accordance with the law.

The activity of representatives of employees and employers may be terminated in accordance with the procedure established in their founding documents, as well as by a court decision.

Chapter 6. Bodies of social partnership in the field of labor

Article 48. System of social partnership bodies in the field of labor

The system of social partnership bodies in the field of labor is divided into primary, regional, network and establishes commissions on social and labor issues established at the republican levels.

If there are several representatives authorized by employees and (or) employers, the composition of commissions on social and labor issues is formed based on the principle of proportional representation, depending on the number of employees and employers.

Article 49. Commission on social and labor issues at the primary level

At the initial level, a bilateral commission on social and labor issues will be formed from equal numbers of representatives of employees and employers.

The number of representatives from each of the parties is determined in accordance with the employer's agreement with the trade union committee. The personnel of the representatives of the employer is approved by the order of the employer, and the personnel of the representatives of the trade union committee is approved by the decision of the trade union committee.

Article 50. Territorial commissions on social and labor issues

Bilateral or tripartite regional commissions on social and labor issues may be formed from equal numbers of representatives of employees and employers.

Bilateral regional commission on social and labor issues includes representatives of regional associations of employees and employers.

The tripartite regional commission on social and labor issues is established based on the proposal of regional associations of employees and employers. The tripartite regional commission on social and labor issues includes representatives of regional associations of employees and employers, as well as representatives of local executive authorities.

The number of representatives from each of the parties is determined by agreement of the parties. The personal composition of the representatives of employees is determined by the relevant regional union of employees, the personal composition of the representatives of employers is determined by the regional union of employers, and the personal composition of the representatives of the local executive authority is determined by the head of this body.

Article 51. Network commissions on social and labor issues

Social work from an equal number of representatives of employees and employers at the network level
Bilateral or tripartite commissions can be formed on the issues.

Employees of the bilateral network commission on social and labor issues
and representatives of employers' trade unions.

The tripartite sectoral commission on social and labor issues is established based on the proposal of sectoral associations of employees and employers. The tripartite sectoral commission on social and labor issues includes representatives of sectoral associations of employees and employers, as well as representatives of state administration bodies in the relevant sector. The Ministry of Employment and Labor Relations of the Republic of Uzbekistan participates in the tripartite network commission on social and labor issues in cases where state administration bodies in the relevant sector work as employers.

The number of representatives from each of the parties is determined by agreement of the parties.
Personal composition of employee representatives by the relevant network union of employees, personal composition of employer representatives by the network union of employers,

and the personal composition of the representatives of state administration bodies of the relevant branch is determined by the head of this body.

Article 52. Republican commission on social and labor issues

A tripartite commission on social and labor issues will be established at the republic level from equal numbers of representatives of employees and employers.

The republican tripartite commission on social and labor issues includes representatives of republican associations of employees and employers, as well as representatives of the Cabinet of Ministers of the Republic of Uzbekistan.

The number of representatives from each of the parties is determined by agreement of the parties. The personal composition of the representatives of employees is determined by the republican associations of employees, the personal composition of the representatives of employers is determined by the republican associations of employers, and the personal composition of the representatives of the Cabinet of Ministers of the Republic of Uzbekistan is determined by the decree of the Cabinet of Ministers of the Republic of Uzbekistan.

Article 53. Term of authority of commissions on social and labor issues

Commissions on social and labor issues are permanent bodies.

The term of office of the commissions is determined by the relevant collective agreement or collective agreement preparation and its validity period.

In the event that the parties decide to prepare a new collective agreement, collective agreement, they shall, [in Articles 48-51](#) of this Code establishes new commissions on social and labor issues in the prescribed manner. In this case, if according to the results of the work of the commission on social and labor issues, the relevant party found the activity of the persons who were part of the previous commission to be satisfactory, these persons may be included in the commission by the decision of the relevant party.

Article 54. Termination of the activity of a member of the commission on social and labor issues or his temporary replacement

The activity of a member of the commission on social and labor issues may be terminated prematurely in connection with the expiration of the mandate of the commission, as well as in the following cases:

if due to objective reasons a member of the commission on social and labor issues cannot carry out his activities, in the event of those reasons (death, excluding the possibility of continuing his activities as a member of the commission) the presence of a court verdict, etc.);

when the commission member is summoned by the party he represents;
when a member of the commission recuses himself.

In case of premature termination of the activity of a member of the commission on social and labor issues, the party representing his interests must approve a new member of the commission no later than ten calendar days.

If a member of the commission on social and labor issues is temporarily unable to perform his duties for a valid reason (due to temporary incapacity for work, being on a business trip, working vacation or social vacation, etc.), this the person who represents this party in the commission during the period when the party representing the member is not a member of this commission, [in the second part](#) of this article determines in the specified period.

Article 55. Powers of commissions on social and labor issues

Commissions on social and labor issues:
if necessary, conducts consultations with state bodies on issues related to the development, adoption and execution of collective agreements and collective agreements, as well as amendments and additions to them;
develops drafts of collective agreements and collective agreements;

requests information from employers, their associations, trade unions or other associations of employees on the progress of collective agreements and the implementation of collective agreements;

receives information and materials from employers, their representatives, representatives of employees, and state bodies necessary for carrying out the activities of the commission, conducting negotiations, preparing drafts of the relevant collective agreement or collective agreement, and organizing control over their implementation;

received proposals to collective agreements and draft collective agreements analyzes and summarizes for input;

invites representatives of interested state authorities, as well as scientists, experts, specialists to participate in the work of the commission;

supervises the implementation of collective agreements, collective agreements and decisions made by the commission on relevant social and labor issues;

develops and makes proposals for changes and additions to collective agreements and (or) collective agreements;

if necessary, organizes temporary working groups to prepare drafts of collective agreements and collective agreements and to monitor the progress of their implementation;

sends members of the commission on social and labor issues, as well as members of working groups established by the decision of the commission, to organizations to study the state of implementation of labor legislation and other legal documents on labor; participates in the discussion of drafts of legislative documents and other legal documents on labor, makes suggestions for their improvement;

implementation of collective agreements and collective agreements at the commission meeting listens to leaders of organizations that do not provide;

consultations to promote the application of international labor standards participates in the transfer;

in the process of drawing up and implementing collective agreements and collective agreements help resolve disputes;

performs other powers in accordance with the law.

Network and regional commissions on social and labor issues are a team in organizations provides practical and methodological assistance in drawing up agreements and collective agreements.

Article 56. Planning the work of the commission on social and labor issues

The work plan of the commission on social and labor issues for the next year will be approved at the last meeting of the commission in the fourth quarter of this year.

The work plan of the commission on social and labor issues should include the following need:

commission members responsible for preparing commission regulations;

dates of commission meetings;

definition of the issues to be discussed by the commission;

responsible for the preparation of issues to be included in the agenda of the commission meeting members of the commission;

execution of collective agreements, collective agreement, acceptance by the commission measures to control the implementation of the decisions made;

measures aimed at the technical support of the work of the commission.

In the work plan of the commission on social and labor issues, other issues aimed at ensuring the effective functioning of the commission and development of social partnership at the appropriate level may be envisaged.

According to the agreement of the parties, changes and additions can be made to the work plan of the commission on social and labor issues.

It was not included in the work plan at the meetings of the commission on social and labor issues additional issues may be considered by agreement of the parties of social partnership.

Article 57. Regulation of regional, branch and republican commissions on social and labor issues

The activities of regional, branch and republican commissions on social and labor issues are carried out in accordance with the regulations of the commission on social and labor issues, approved by the agreement of the parties at the first meeting of the relevant commission.

Article 58. Meetings of commissions on social and labor issues

Meetings of commissions on social and labor issues are held in accordance with the work plan, but at least twice during the calendar year.

At the initiative of at least one of the parties of social partnership, social-an unscheduled meeting of the commission on labor issues may be held.

The place, date and time of the meetings of the commission on social and labor issues are determined by the agreement of the parties.

Prepared drafts of the decisions of the commission on social and labor issues are distributed to the members of the commission at least ten calendar days before the appointed date of the commission meeting.

The meeting of the commission on social and labor issues is considered authorized if at least two-thirds of the members of the commission appointed from each of the parties of the commission are present.

Article 59. Decisions of commissions on social and labor issues

The decisions of the commissions on social and labor issues are considered adopted if the majority of the representatives appointed by each side of the social partnership voted in favor of them.

The decisions of the commissions on social and labor issues shall enter into force within the period specified in the relevant regulation.

The decision of the commissions on social and labor issues at the primary level will be brought to the attention of the employees concerned with the interests of this decision no later than ten calendar days from the date of their adoption. Decisions of regional, network and republican commissions on social and labor issues must be published in mass media or on the official websites of relevant commissions for public access no later than ten calendar days from the date of their adoption.

Chapter 7. Collective bargaining

Article 60. The right to collective bargaining

Any party of the social partnership can initiate collective negotiations.

Any party of the social partnership has the right to send a written notice to the other party about the initiation of negotiations on the conclusion of a new collective agreement, collective agreement within three months before the expiration of the previous collective agreement, collective agreement, or within the periods specified in these documents.

Individuals representing the interests of employers, as well as employers, local executive authorities, state administration bodies, organizations or bodies organized or financed by political parties are not allowed to conduct collective negotiations on behalf of employees, and to conclude collective agreements and collective agreements. .

The parties of the social partnership must provide each other with the available information necessary for conducting collective negotiations no later than two weeks from the date of receipt of the relevant request.

Participants of collective negotiations, other persons related to collective negotiations should not disclose the information received, if this information relates to state secrets or other secrets protected by law.

Article 61. Date of commencement of collective bargaining

The party of social partnership, which received a notification about the start of collective negotiations, must enter into collective negotiations by sending a response to the initiator about the holding of collective negotiations within seven days. If no other date for the commencement of collective bargaining has been set by agreement of the parties, the day following the day of receipt of this response by the initiator of collective bargaining shall be the day of commencement of collective bargaining.

Article 62. To conduct collective negotiations

Collective negotiations at the primary, regional, branch and republic levels are conducted by commissions on relevant social and labor issues.

Social and labor issues for the preparation of collective agreements, drafts of collective agreements, drafts of amendments and additions to them, drafts of collective agreements and decisions on the implementation of collective agreements, as well as drafts of other decisions that are the subject of collective negotiations. regional, branch and republican commissions will form working groups. Primary-level commissions on social-labor issues have the right to form working groups, if necessary.

Working groups are formed from representatives of social partnership parties on the basis of equality of parties. Each of the parties independently determines the personal composition of its representatives in the working group. According to the agreement of the parties, independent scientists, experts, specialists who have the right to give an advisory vote may be included in the working group on the basis of a contract.

Article 63. Resolving disputes arising during collective negotiations

If during collective bargaining the parties to collective bargaining could not reach an agreement on some of the issues that are the subject of negotiations, they formalize an agreement on the issues that did not cause disputes and at the same time draw up a statement of disputes on issues that could not be agreed upon. .

Even if an agreed decision was not made on all the issues that were the subject of negotiations during the collective negotiations, the parties to the negotiations will draw up a statement of disagreements.

The statement of disputes shall indicate the parties' agreed proposals for the measures necessary to resolve the disputes and the time frame for the resumption of collective bargaining.

Disputes regarding the resolution (settlement) of disputes that the parties could not resolve during the resumption of collective negotiations shall be considered in accordance with the procedure established by this Code for the resolution of collective labor disputes.

Article 64. Guarantees and compensations for persons participating in collective bargaining

Persons participating in collective negotiations, collective agreements, collective agreement drafts will be released from their main job for a period determined by the agreement of the parties, while maintaining the average salary.

All costs related to participation in collective negotiations are compensated in accordance with the procedure established by the labor legislation and other legal documents on labor. Unless otherwise stipulated in the collective agreement, the collective agreement shall pay for the services of scientists, experts and specialists by the offering party.

The employment contract with the representatives of the employees participating in the collective negotiations shall be canceled at the initiative of the employer during the period of these negotiations

to do, as well as to impose disciplinary punishment on them or to transfer them to another job, without the prior consent of the body authorized to represent them is not allowed.

Chapter 8. Collective agreement

Article 65. The concept and form of the collective agreement . is a legal document.

A collective agreement can be concluded in the organization as a whole, in its individual units.

In order to conduct collective negotiations in a separate unit of the organization, to sign a collective agreement on behalf of the employer, the employer shall instruct the head of this separate unit or another person in accordance with [Article 46](#) of this Code. provides the necessary powers.

The right to conduct collective negotiations in a separate department of the organization, to express the interests of employees during the signing of the collective agreement is given to the representatives of the employees of this department.

The collective agreement shall be concluded in writing.

Article 66. Deciding on the need to conclude a collective agreement

On the decision on the need to conclude a collective agreement and the issue of its conclusion an offer to start collective bargaining can be made by any party.

[Article 49](#) of this Code a commission on social and labor issues will be established to conduct collective negotiations and prepare a draft collective agreement in accordance with the established procedure.

Article 67. The content and structure of the collective agreement

agreement The content and structure of the collective agreement are determined by its parties.

Mutual obligations of the employer and employees on the following issues may be included in the collective agreement:

the form, system and amount of remuneration, monetary rewards, allowances, compensations, additional payments;

the mechanism for regulating the payment of labor based on price changes, the level of inflation, and the performance of the indicators specified in the collective agreement;

conditions of employment of employees, their retraining, improvement of their qualifications, their dismissal;

duration of working time and rest time, vacations;

improvement of working conditions and labor protection of employees, including women, persons with disabilities and persons under the age of eighteen, ensuring environmental safety;

taking into account the interests of employees during the privatization of the organization, the housing belonging to the office;

benefits for employees combining work with education;

voluntary medical and social insurance;

the amounts and terms of making additional contributions by the employer to the personal savings accounts of employees;

control over the implementation of the collective agreement, responsibility of the parties, labor to provide normal conditions for the activity of the union committee.

Taking into account the economic capabilities of the organization, other conditions in the collective agreement, including more favorable working conditions and socio-economic conditions (additional vacations, increases in pensions) compared to the norms and regulations established in the labor legislation and other legal documents on labor , early retirement, compensation for transportation and business travel expenses, in the production of employees

and feeding their children in general secondary education institutions and pre-school education institutions free of charge or with partial payment, payment for mobile communication, Internet global information network, education in higher education institutions for paying off loans and paying fees, other additional benefits and compensations).

If there is a direct indication in the legislation that the provisions must be confirmed in the collective agreement, these provisions shall be included in the collective agreement.

Article 68. Invalidity of collective agreement terms

The collective agreement should not contain the following conditions:

impairs the position of employees in relation to the legislation or collective agreements applicable to such employees;

violates the requirements of prohibition of discrimination in the field of work and training;

violates requirements on the prohibition of forced labor;

that go beyond issues that can be dealt with domestically.

If in the collective agreement [in the first part](#) of this article in the case of implied terms, such terms are void. The invalidity of some terms of the collective agreement does not mean that the collective agreement is invalid.

Article 69. Discussing the draft collective agreement

The draft of the collective agreement should be discussed by the employees in the departments of the organization, and it will be finalized by the commission on social and labor issues, taking into account the received suggestions and opinions.

The draft collective agreement may be submitted to relevant trade unions, their associations, departments and trade union committees for public examination.

The finalized draft of the collective agreement is submitted to the general meeting (conference) of the labor team for consideration.

Article 70. The procedure for concluding a collective agreement

The collective agreement is considered approved if more than fifty percent of those present at the general meeting (conference) of the labor team voted in favor of it.

If the draft of the collective agreement is not approved, the commission on social and labor issues will finalize it in accordance with the proposals and opinions of the general meeting (conference) and again within fifteen days for consideration at the general meeting (conference). provides.

Disputes regarding the resolution of disputes that the parties could not resolve during the review of the draft collective agreement shall be considered in accordance with the procedure established for the resolution (adjustment) of collective labor disputes.

Collective agreement at the general meeting (conference) of the labor team

After approval, the representatives of the parties will sign the collective agreement within three days.

Article 71. Entry into force and term of the collective agreement

The collective agreement shall enter into force from the date of signing or from the date specified in the collective agreement and shall be valid within the period stipulated in the agreement, but not more than three years. After the expiration of this term, the collective agreement will be valid until the parties sign a new agreement or change or supplement the current collective agreement. The parties may extend the collective agreement until its expiration date.

Article 72. Application of the collective agreement to the scope of individuals

The validity of the collective agreement applies to the employer and all employees of the organization, to the individual entrepreneur, and the validity of the collective agreement concluded in a separate division of the organization applies to all employees of the relevant division.

Validity of the collective agreement Hiring after the collective agreement comes into force also applies to employees.

Article 73. In case of reorganization of the organization, the collective agreement is valid preservation of doing

When the organization is being reorganized, the collective agreement will remain in force during the period of reorganization.

Within one month from the completion of reorganization of the organization, any party to the collective negotiations has the right to make a proposal to revise or maintain the current collective agreement.

Article 74. Preservation of collective agreement in case of change of ownership of the organization

When the owner of the organization changes, the validity of the collective agreement is preserved for six months. During this period, the parties have the right to start negotiations on the conclusion of a new collective agreement or the maintenance of the current one, changes and (or) additions to it.

During the revision of the collective agreement, the issue of the possibility of maintaining the benefits provided for employees in the previous collective agreement and the fulfillment of other conditions is considered.

Article 75. Preservation of the collective agreement in the event of liquidation of the organization (its separate unit).

Validity of the collective agreement when the organization (its separate division) is liquidated shall be maintained throughout the term of termination.

Article 76. Preservation of collective agreement in other cases

The collective agreement remains valid in the event of a change in the organization's structure, name, management body, or termination of the employment contract concluded with the head of the organization.

Article 77. Amendments and additions to the collective agreement

Amendments and additions to the collective agreement are carried out in accordance with the procedure established by this Code for its creation.

Article 78. Acquaint employees with the collective agreement

The employer shall not later than ten days after the entry into force of the collective agreement employees must be introduced to the collective agreement by signing it.

When concluding an employment contract, the employer assigns the employee to the team must sign the contract and introduce it.

Article 79. Control over the implementation of the collective agreement

Control over the implementation of the collective agreement is carried out by the representatives of the parties to the agreement, the commission on social and labor issues, the labor team, as well as the relevant bodies of the Ministry of Employment and Labor Relations of the Republic of Uzbekistan and other authorized bodies.

Representatives of the parties to the contract report on the implementation of the collective agreement at the general meeting (conference) of the labor team every year or in the periods stipulated in the collective agreement.

Chapter 9. Collective agreements

Article 80. Concept and form of collective agreements

The collective agreement regulates individual labor relations and social relations directly related to them, and determines the working conditions of the parties, employment and social guarantees for employees at the regional, branch and republican levels.

It is a legal document on labor, which includes obligations and is drawn up in order to agree on the socio-economic interests of employees and employers.

Articles 50 - 53 of this Code for conducting collective negotiations on the preparation, conclusion or amendment of a collective agreement Territorial, sectoral and republican commissions on social and labor issues will be established in accordance with the established procedure.

Collective agreements are made in writing.

Article 81. Types of collective agreements

Territorial, network and general team depending on the sphere of regulated relations agreements can be concluded.

Regional and sectoral collective agreements can be bilateral or tripartite.

Bilateral collective agreements 42 of this Code and [in articles 46](#) is established between the authorized representatives of the specified employees and employers.

Tripartite collective agreements 42 of this Code and [in the second part](#) of Articles 46 is established between the authorized representatives of the specified employees and employers and the relevant executive authority. The participation of the executive authority is determined by the proposal of authorized representatives of employees and employers.

Collective agreements, which include obligations to be carried out at the expense of the funds of the relevant budgets, are concluded with the consent of the relevant competent authority.

The collective agreement will be tripartite and will be concluded between the authorized representatives of employees and employers at the republican level and the Cabinet of Ministers of the Republic of Uzbekistan.

Employees' representatives are the employer or an executive who is not a representative of the employer does not have the right to require the authority to conclude a bilateral agreement with them.

Article 82. Territorial community agreements

Territorial collective agreements are the respective representative bodies of employees and employers between, and according to the proposal of the parties, it will be established with the local executive authorities.

Territorial collective agreements are the labor of employees common to the respective territory terms, guarantees and benefits.

Article 83. Network Collective Agreements

Network collective agreements are concluded between the respective representatives of employees and employers, as well as with the state administration bodies in the relevant network upon the proposal of the parties. The Ministry of Employment and Labor Relations of the Republic of Uzbekistan, in cases where public administration bodies in the relevant sector work as employers, sectoral collective agreements participates as a party.

Network collective agreements determine the main directions of socio-economic development of the relevant network, working conditions and payment, social guarantees for network employees.

Article 84. General team agreement

The general collective agreement between the republican union of trade unions with the largest number of members, other republican unions of employees through their authorized representatives, republican associations of employers through their authorized representatives and the Cabinet of Ministers of the Republic of Uzbekistan is made.

The agreement of the general team determines the main directions of social and economic policy in the Republic of Uzbekistan.

Article 85. Content and structure of collective agreements

The content and structure of collective agreements are determined by the parties.
In team agreements:

on remuneration, working conditions and labor protection, work and rest regime;

about the mechanism of regulation of payment of wages based on changes in prices, inflation rate, performance of indicators set in collective agreements;

a supplement in the form of compensation, the minimum amount of which is provided for by law on payments;

employment of employees, their vocational training, retraining, their about helping to improve their qualifications;

on ensuring environmental safety and health protection of employees in production;

about special measures for social protection of employees and their family members;

on taking into account the interests of employees during the privatization of state organizations;

on benefits to employers who create additional jobs for persons in need of higher social protection (pregnant women, persons with disabilities, persons under the age of eighteen, etc.);

provisions on the development of social partnership and tripartite cooperation, assistance in concluding collective agreements, prevention of labor disputes, and strengthening of labor discipline may be provided.

Collective agreements may contain provisions on other labor and socio-economic issues that do not conflict with the law.

Article 86. Invalidity of collective agreement terms In

collective agreements:

the situation of employees is worse than the labor legislation, as well as the application of higher level collective agreements applicable to these employees;

violates the requirements on the prohibition of discrimination in the field of work and training;

violates requirements on the prohibition of forced labor;

from issues that can be resolved at the appropriate level of social partnership there should be no outliers.

If in the collective agreement [in the first part](#) of this article in the case of implied terms, such terms are void. The invalidity of some terms of the collective agreement does not mean that the collective agreement is invalid.

Article 87. Drafting of collective agreements and conclusion of these agreements order

Draft collective agreements are developed during collective bargaining.

Draft collective agreements may be submitted to relevant trade union associations for public scrutiny.

The conclusion of collective agreements requiring funding from the budget, as well as changes and additions to them, are carried out by the parties to this agreement until the preparation of the corresponding budget project for the fiscal year related to the period of validity of the agreement.

The procedure and terms for the development of draft collective agreements and the conclusion of these agreements are determined by the relevant commission on social and labor issues. The Commission is obliged to disseminate information about the start of collective negotiations on the conclusion of a collective agreement through mass media.

The Commission on Social and Labor Issues shall notify employers who are not members of the employers' union engaged in collective negotiations on the development of a draft collective agreement in writing about the start of collective negotiations.

has the right The employer who received this notification must notify the trade union committee about it. An employer who is not a member of an association of employers engaged in collective bargaining on the conclusion of a collective agreement by joining this association of employers or by other means established by this association of employers

has the right to participate in collective negotiations.

In the event that the parties do not reach an agreement on certain provisions of the draft collective agreement, within three months from the date of the start of collective negotiations, and in the case of collective negotiations on the preparation of the draft of the general collective agreement, within six months from the date of their commencement, the parties must sign the agreement on the agreed terms, drawing up a statement of disputes at the same time.

Unresolved disputes may be the subject of future collective bargaining or collective bargaining can be resolved (arranged) according to the procedure established for labor disputes.

The collective agreement is signed by authorized representatives of the parties.

Article 88. Registration of collective agreements in the order of notification. The

collective agreement signed by the parties, its annexes shall be sent to the parties of the collective agreement within seven days by the commission on social and labor issues, as well as for registration in the order of notification. Republic of Uzbekistan Employment and labor relations will be sent to the State Labor Inspection of the Ministry.

The entry into force of the collective agreement shall not depend on the fact of its registration in the notification procedure.

In the event that conditions are determined in the collective agreement that worsen the situation of employees in relation to the labor legislation and other legal documents on labor, the State Labor Inspection of the Ministry of Employment and Labor Relations of the Republic of Uzbekistan

in order to eliminate them, he informs the parties of the collective agreement about this and takes the measures prescribed by the law.

In order to notify the team agreements, changes and additions to them the registration procedure is determined by the Cabinet of Ministers of the Republic of Uzbekistan.

Article 89. Amendments and additions to collective agreements Amendments

and additions to collective agreements shall be made with the mutual consent of the parties in accordance with the procedure established in this Code for its creation.

Amendments and additions to collective agreements [to Article 88](#) of this Code will be registered in accordance with the notification procedure.

Article 90. Applicability of collective agreements by persons The applicability of collective agreements applies to employees and employers who are representatives of this agreement.

In the case of a tripartite team agreement, its validity is a party to this agreement is also applied to the executive authority.

The general collective agreement covers all employees and work in the territory of the Republic of Uzbekistan applies to providers, as well as to all executive authorities.

Article 91. Entry into force and duration of collective agreements

The collective agreement shall enter into force from the date of its signing or from the date specified in the collective agreement and shall be valid within the period specified in this agreement, but not more than three years. After the expiration of the specified period, the collective agreement is valid until the parties sign a new one or make changes and additions to the current collective agreement. The parties may extend the collective agreement until its expiration date.

Article 92. Announcement of team agreements

Collective agreements must be published in the mass media or on the official websites of their parties no later than ten days from the date of signing.

Territorial and sectoral collective agreements registered in the notification procedure will be published on the official website of the Ministry of Employment and Labor Relations of the Republic of Uzbekistan not later than ten days from the date of their registration.

Uzbekistan no later than ten days from the date of signing the General Team Agreement It will be published on the official website of the Ministry of Employment and Labor Relations of the Republic of Kazakhstan.

Article 93. Control over the implementation of collective

agreements Control over the implementation of collective agreements is carried out by their parties, commissions on social and labor issues, as well as relevant bodies of the Ministry of Employment and Labor Relations of the Republic of Uzbekistan and other authorized bodies.

SPECIAL PART

SECTION III. EMPLOYMENT

Chapter 10. General rules

Article 94. The right to employment

Everyone has the exclusive right to use their productive and creative abilities and to carry out any activity not prohibited by law.

Everyone has the right to freely choose a place of work by applying directly to the employer or through the free support of labor authorities, as well as through the services of private employment agencies.

Article 95. State guarantees on employment

Country:

the type of employment, including the freedom to choose work in different labor regimes;

protection against unlawful refusal of employment, unlawful transfer to another job, dismissal of an employee and termination of employment contract;

free assistance in choosing a suitable job and finding a job;

in acquiring a profession and having a job, working and employment conditions, wages that equal opportunities are created for everyone in terms of pay and promotion;

vocational training and retraining of jobseekers and the unemployed to help improve their qualifications;

voluntarily moving to another place to work at the suggestion of labor authorities that the expenses incurred in connection with the departure will be compensated;

guarantees the opportunity to participate in paid community work.

The procedure for providing job placement guarantees is on population employment defined in the law.

Article 96. In the field of employment of socially needy categories of the population additional guarantees

Addendum on employment of socially needy categories of the state population provides guarantees.

The socially needy categories of the population include:

single parents with children under the age of fourteen, children with disabilities (their substitutes), as well as parents in large families (their substitutes) ;

young people who have completed general secondary and secondary special education organizations, vocational schools, vocational colleges and technical schools and have a profession;

Graduates of "Mehribonlik" houses, as well as state institutions of higher education graduates who received education on grants;

Persons discharged from military service in the forces of the Ministry of Defense, Ministry of Internal Affairs, Ministry of Emergency Situations, National Guard, State Security Service of the Republic of Uzbekistan; persons with disabilities;

persons of pre-retirement age (two years before the statutory retirement age); persons released from penal institutions or to himself according to the decision of the court persons against whom coercive medical measures have been applied; victims of human trafficking.

Other persons in accordance with the law, including socially needy categories of the population can also be included.

Additional guarantees in the field of employment include the establishment of additional jobs, specialized organizations, including organizations for the employment of persons with disabilities, special retraining and professional development programs, as described in the second part of this article . provided by setting the minimum number of jobs for employment of the specified category of citizens, as well as by other measures provided by the law.

Employer [in the second part](#) of this article indicated, labor bodies and others recruits persons sent by the bodies according to the procedure established by law.

Legislation may provide for other additional guarantees in the field of employment of socially needy categories of the population.

Chapter 11. Guarantees provided by the employer in the field of employment and employment

Article 97. Obligations of the employer in the field of employment and employment The employer has the following obligations in the field of employment and employment will be:

[to Article 166](#) of this Code providing information on dismissal of eligible employees;

[the first](#) of Article 119 of this Code and [second parts](#) prevent unlawful denial of eligible employment;

[to Article 99](#) of this Code employment of persons at the expense of the specified minimum number of suitable jobs;

[to Article 165](#) of this Code termination of employment contracts of eligible employees warning about;

[to Article 144](#) of this Code to take measures to preserve the job of a suitable employee in order to transfer it to another job;

labor contract Article 100 of this Code [first, second](#) and [third parts](#) to maintain the average monthly salary during the period of employment in the case of dismissal on special grounds;

to the invited persons [to Article 101](#) of this Code provide appropriate guarantees;

the employment contract concluded with him [to Article 102](#) of this Code re-employment of employees terminated on special grounds;

providing additional guarantees in accordance with collective agreements and collective agreements.

The employer may also have other obligations under employment and employment law.

Article 98. Guarantees during mass dismissal of employees

The criteria for mass layoffs are due to a change in the number or status of the organization's employees due to a change in technology, production and labor organization, a reduction in the volume of work (products, services), or the organization (its separate linmasi) consists of indicators of the number of employees whose employment contract is to be terminated due to its termination.

The criteria for mass dismissal of employees include:

- a) any organizational-legal entity with twenty or more employees liquidation of the organization in the form (its separate division);
- b) the number of employees (staff) in the following amounts:
 - fifty or more employees in thirty calendar days;
 - of two hundred and more employees within sixty calendar days;
 - reduction of five hundred or more employees in ninety calendar days.

Local government authorities may suspend decisions on mass dismissal of employees for a period of up to six months by simultaneously compensating the employer for the losses caused by this delay.

The employer is about the mass dismissal of employees in the future information in Article 166 of this Code must be brought to the attention of the labor body and regional or branch trade union associations in the prescribed manner and terms. After receiving this information, the labor authorities must take measures to employ the dismissed employees in accordance with the law.

Article 99. Employment at the expense of the specified minimum number of jobs

The employer is obliged to hire persons from socially needy categories of the population who are sent by local labor bodies and other competent bodies for employment in reserved jobs, taking into account qualification requirements.

The procedure for sending to work at the expense of the specified minimum number of jobs is determined by legislation.

Article 100. Guarantees of maintaining the average monthly salary during the employment period when the employment contract is terminated on special grounds

If the employment contract is terminated on the following grounds, employees are guaranteed to retain their average monthly salary during the job search period, including severance pay, but for a maximum of two months:

that the employee refused to continue working under the new terms of employment;
that the employee refused to move to another place to work with the employer; the fact that
the employee refused to transfer to another job for which there is no instruction against him due to his health condition according to the medical report, or the employer does not have a suitable job;

organization due to changes in technology, production and labor organization
the number or status of employees has changed, the volume of works (products, services) has decreased;

the termination of the organization (its separate division) by the decision of its founders (participants) or by the decision of the body of the legal entity authorized to do so by the founding documents; that he is unfit for the work he is

doing due to insufficient qualifications;
reinstatement of the employee who previously performed this work;
that the court's decision to liquidate the organization has entered into legal force.

In the first part of this article provided guarantees in cases where the employment contract concluded with the head of the organization, his deputies, the chief accountant, and in the absence of the position of the chief accountant in the organization, with the employee performing the duties of the chief accountant (hereinafter referred to as the chief accountant) due to the change of ownership is also applied.

In the first part of this article specific features of the provision of guarantees provided for certain categories of employees refer to the fifth part of Article 494 of this Code, to the fourth part of Article 506 , to the seventh part of Article 511 , to the seventh part of Article 518 determined accordingly.

If the first of this article and in the second parts employment in the local labor authority within thirty calendar days after the termination of the employment contract of the said employees

if they are registered as jobseekers, they will have the right to receive the average monthly salary from their previous workplace for the third month according to the certificate issued by the local labor authority.

The first of this article and [in the second parts](#) period of three months to the specified employees If they do not find an acceptable job after the end, they are recognized as unemployed.

In the event that the employer is declared insolvent (bankruptcy), employees with labor relations with him enjoy a preferential right over the demands of all other creditors regarding wages and other payments due to him.

In case of non-availability of funds in liquidated organizations, [in the first part](#) of this article payment of compensations to the specified employees is carried out at the expense of the State Fund for Employment Assistance of the Republic of Uzbekistan.

Article 101. Additional guarantees in the field of employment for invited persons

If the employer has sent an invitation to an individual with an offer for employment, the employer must hire this person during the validity period of the invitation, if no time limit has been stipulated in the invitation, within one month from the date of sending the invitation. has no right to refuse. An invitation is understood as a direct, clearly expressed consent of the employer to conclude an employment contract with this individual. The invitation can be sent in written or electronic form by the relevant authorized official of the employer.

[The first part](#) of this article the rules are applied to foreign citizens and stateless persons if the employee has passed all the necessary procedures stipulated by the law.

Article 102. The employer terminated the employment contract on separate grounds procedure for rehiring employees

Persons released from work due to being elected to elected positions in state bodies or representative bodies of employees shall be given their previous job (position) after the expiration of their powers in the elected position, and if such a job (position) is not available, another equal job (position) shall be given..

Employment of deputies of the Legislative Chamber of the Oliy Majlis of the Republic of Uzbekistan and members of the Senate who worked in its Senate on a permanent basis after the expiration of their mandate, as well as in the event of dissolution of the Legislative Chamber and Senate of the Oliy Majlis of the Republic of Uzbekistan [16](#) of the Law of the Republic of Uzbekistan "On the status of a member of the Senate"

[in the article](#) is carried out in the prescribed manner.

After the employee who has been drafted (entered) into military service has been released from the reserve or resigned, if he is sent to the employer on the issue of employment by the Armed Forces of the Republic of Uzbekistan, the Ministry of Internal Affairs of the Republic of Uzbekistan, the State Security Service, the National Guard and if he applied to the Ministry of Emergency Situations no later than three months after the date of his discharge from the army, he will have the priority right to employment at the previous place of work.

An employee who was drafted (entered) into military service, but was later released or retired, if no more than three months have passed from the date of being drafted (entered) into military service, he may return to his previous job (position)) has the right to return.

When the organization is reorganized, the employment of persons discharged from military service is carried out by the legal successor of the organization, and when the organization is terminated, by the local labor body.

To employees, the first of this article , [second](#) and [third parts](#) in cases where it is not possible to provide the specified guarantees, the local labor body will ensure their employment, and if necessary, their free vocational training, retraining and improvement of their qualifications.

The employer is subject to paragraph 2 of the second part of Article 161 of this Code employees with whom the employment contract was previously terminated, provided that within six months from the date of termination of the employment contract concluded with the employee, a vacant (vacant) job in the organization in the same specialty and qualification previously held by the employee or if he has appeared, he must accept the job.

SECTION IV. INDIVIDUAL EMPLOYMENT RELATIONS

Chapter 12. Employment contract

§ 1. General rules

Article 103. The concept and parties of the employment contract

An employment contract is an agreement between an employee and an employer that defines the mutual rights and obligations of the parties, according to which the employee must personally perform the work duties specified in this agreement under his guidance and control, in the interests of the employer, and comply with internal labor regulations. obligation, and the employer to provide work to the employee according to the contractual labor task, to pay the employee's salary on time and in full amount, the labor stipulated in the labor legislation, other legal documents on labor and this agreement assumes the obligation to ensure conditions.

The employee and the employer are parties to the employment contract.

Article 104. Content of the employment contract

The conditions that must be included in the employment contract are as follows:

workplace - the employer (organization, its separate division or individual) where the employee performs work according to the work duties specified in the contract, as well as the place where the employee must work;

labor task - work in a specific profession, specialty, qualification or position, as well as a specific type of work assigned to an employee;

the date of the start of the work - the work specified in the employee's employment contract the calendar date on which it should begin to perform;

remuneration conditions (including the employee's tariff rate or salary amount, additional payments, bonuses and incentive payments); in case of concluding a fixed-term

employment contract with an employee, the term of the employment contract, as well as the grounds for concluding a fixed-term contract in accordance with this Code or other laws;

working time and rest time regime, if this regime for this employee differs from the general regime of working time and rest time provided for employees performing labor activities at this employer;

guarantees and compensations for work in conditions different from normal conditions, if the employee is being hired;

if necessary, conditions defining the nature of the work (mobile, traveling, on the road, other nature of the work);

other conditions in cases stipulated by the labor legislation and other legal documents on labor.

If in the first part of this article when concluding an employment contract if any of the stipulated conditions are not included in the contract, this is not a reason to recognize the employment contract as not concluded or to cancel it. The employment contract must be supplemented with additional conditions. In this case, additional conditions are determined by a written additional agreement on the employment contract, which is an integral part of the employment contract.

An employment contract may provide for additional conditions that do not worsen the employee's situation compared to those specified in the labor legislation and other legal documents on labor, including the following conditions:

clarification of the workplace (indicating the structural unit and its location) and (or) about the workplace;

about the initial test during recruitment;
about working in several professions (positions);
on non-disclosure of state secrets and other secrets protected by law;
if the training was carried out at the expense of the employer, on the obligation of the employee to work for a period not less than the period specified in the contract after the training;

about the types and conditions of additional employee insurance;
on the social and household conditions provided to the employee and his family members;
about clarifying the rights and obligations of the employee and the employer, which are applied to the working conditions of the employee, specified in the labor legislation and other legal documents on labor.

Failure to include any of the employee's and employer's rights and (or) obligations specified in the labor legislation in the employment contract cannot be considered as a refusal to exercise these rights or fulfill these obligations.

Article 105. Invalidity of the terms of the employment contract

The content of the employment contract includes: that worsens the employee's position in relation to the labor legislation and other legal documents on labor;
violates the requirements on the prohibition of discrimination in the field of work and training;
violates the requirements on the prohibition of forced labor;
conditions that force the employee to carry out illegal actions or actions that violate the rights of both the employee and other persons, threaten their life and health, damage their honor, dignity or professional reputation, should not be included, if they are included ' will not be valid.

The invalidity of some terms of the employment contract does not mean that the employment contract is invalid in general.

Article 106. Form of employment contract

The employment contract shall be drawn up in writing in at least two copies of the same force, each of which is signed by the parties.

Each copy of the employment contract is confirmed by the signatures of the employee and the official who has the right to hire.

Work of an official if the employer has a seal
his signature on all copies of the contract is confirmed with a seal.

One copy of the employment contract is given to the employee, and the other (others) are kept by the employer. The receipt of a copy of the employment contract by the employee is confirmed by the employee's separate signature on the copy of the employment contract kept by the employer.

Article 107 of this Code of the contract in the employment contract implied requisites are displayed.

In order to provide practical assistance to employers and employees in concluding labor contracts, the Cabinet of Ministers of the Republic of Uzbekistan, in accordance with the agreement with the republic tripartite commission on social and labor issues, will develop model forms of labor contracts of a recommendatory nature.

Article 107. Details of the employment contract

In the employment contract, the date and place of conclusion of the employment contract, number of the employment contract and details of its parties are indicated.

The requisites of the employee specified in the employment contract are as follows:
surname, first name and patronymic;
information on identity documents;
address and contact information;

taxpayer identification number;
personal identification number of an individual (if available);
personal savings account number.

The requisites of the employer specified in the employment contract are as follows:
the name of the employer who concluded the employment contract: the name of the organization, if the employer is a separate unit of the organization, — the name of this unit, in cases where the employer is a natural person, — the surname, first name of the employer who is a natural person, father's name and passport information (identification ID card information), and for an employer who is an individual entrepreneur, his surname, first name, patronymic, passport information (identification ID card information), as well as the number and date of issuance of the state registration certificate;

information about the representative of the employer who signed the employment contract and, if the organization or its separate unit is the employer, the basis for the authorization of the representative;

In cases where the employer is the host (postal address) of the organization or a separate unit of the organization is the employer who has concluded an employment contract with the employee, the host (postal address) of this separate unit or the place of residence of the employer who is a natural person address;

taxpayer identification number (except for employers who are individuals who are not individual entrepreneurs);

of employers who are organizations or their separate units, as well as bank details of individual entrepreneurs;

contact information of the employer (phone numbers, e-mail address, etc.).

If the **first, second** and **third parts** if any of the mentioned requisites are not included in the contract, this is not a reason to recognize the employment contract as not concluded or to cancel it. The employment contract must be completed with the missing details. In this case, the missing requisites are determined by an additional written agreement on the employment contract, this agreement is an integral part of the employment contract.

In case of change of details, the party to the employment contract is from the moment of their change must notify the other party in writing within three working days.

Article 108. The date of entry into force of the employment contract and the date of commencement of work.

enters.

The employee must perform work duties from the date specified in the employment contract must enter.

If the employment contract does not specify the date of commencement of work, the employee must start work on the working day following the date of entry into force of the contract.

Article 109. Registration of employment contract

Conclusion and cancellation of the labor contract, as well as changes and additions to it must be registered in the "Uniform National Labor System" interdepartmental software-hardware complex in accordance with the law.

Article 110. The term of the employment contract

Employment contract:

for an indefinite period;

can be concluded for a certain period of time not exceeding three years (term labor contract).

If the term of its validity is not stipulated in the employment contract, the contract is considered to be concluded for an indefinite period.

Article 111. Reasonability of concluding a fixed-term employment contract with an employee

If the fixed-term employment contract is [112](#) of this Code or [Article 113](#) the rules it is justified to conclude this contract with the employee if it is drawn up taking into account.

If individual labor relations cannot be determined for an indefinite period, taking into account the nature of the future work or the conditions of its performance, [Article 112](#) of this Code a fixed-term employment contract is concluded.

[Article 113](#) of this Code in the specified cases, a fixed-term employment contract may be concluded without taking into account the nature of the future work and the conditions of its performance by agreement of the parties to the employment contract.

[112](#) of this Code for a fixed-term employment contract or [in Article 113](#) in the absence of sufficient grounds, it is considered to be concluded for an indefinite period.

If the reasons for concluding a fixed-term contract do not exist, and if the occurrence of an event related to the expiration of the term of the employment contract is more than three years old, the contract is considered to be extended for an indefinite period.

An employment contract concluded for an indefinite period cannot be renewed for a fixed period without the consent of the employee.

If the law does not provide otherwise, after the expiration of the term of the fixed-term employment contract, [112](#) of this Code or [in Article 113](#) the parties have the right to extend its term of validity if the specified grounds exist. In this case, the total term of the fixed-term employment contract should not exceed five years. If the total term of a fixed-term employment contract exceeds five years before and after its extension, the employment contract is deemed to be concluded for an indefinite period, except for cases provided by law.

It is prohibited to enter into fixed-term employment contracts in order to refuse to give the rights and guarantees provided for the employees with whom the employment contract is concluded for an indefinite period.

A fixed-term employment contract during consideration of individual labor disputes the task of proving the reasonableness of the arrangement is assigned to the employer.

Article 112. Cases in which a fixed-term employment contract is concluded with an employee

Fixed-term employment contract:

for the time of fulfilling the obligations of the absent employee, whose place of work remains in accordance with the legislation on labor and other legal documents on labor, the labor contract;

for temporary work (up to two months); due to natural conditions, the work can be carried out only during a certain period (season).

to perform seasonal work when available;

works that go beyond the scope of the employer's usual activities (reconstruction, assembly, commissioning and other works), as well as with a temporary (up to one year) expansion of production or the scope of works (products, services) known in advance to perform related work;

employment in organizations established for a predetermined period according to the founding documents with incoming persons;

in cases where the completion of the work cannot be determined with a specific date, with persons who are accepted to perform predetermined works of a temporary nature;

to perform work directly related to the training contract in production, to complete a paid production internship or internship;

with persons sent by labor authorities to work of a temporary nature or paid public work;

with citizens sent for alternative service;
To the Republic of Uzbekistan to carry out labor activities in its territory
with legally entered foreign citizens and stateless persons.
A fixed-term employment contract may be concluded in accordance with this Code or another
law in other cases.

Article 113. It is possible to conclude a fixed-term employment contract with the employee cases

According to the agreement between the employee and the employer, a fixed-term employment contract:
to employers who are micro-enterprises or individual entrepreneurs
with incoming persons;
personal service and housekeeping to employers who are individuals
with persons (domestic workers) who are employed to help with maintenance;
with persons entering employment in organizations located in desert, high-altitude, sparsely
populated districts, if this involves moving to the workplace. The list of such districts is determined by
the Cabinet of Ministers of the Republic of Uzbekistan in agreement with the republic tripartite
commission on social and labor issues;
to carry out urgent work on the prevention of accidents, accidents, accidents, epidemics,
epizootics, as well as to eliminate the consequences of these and other emergency situations;
with creative employees of cultural and entertainment organizations, television, radio
broadcasting organizations and other mass media, professional athletes, as well as other persons
participating in the creation and (or) performance (demonstration) of works,
In accordance with the approved lists of works, professions, positions by the Cabinet of Ministers of the
Republic of Uzbekistan in agreement with the republic tripartite commission on social and labor issues;
if the law does not provide otherwise,
regardless of their organizational and legal forms and forms of ownership, with heads, deputy
heads and chief accountants of organizations, as well as heads of individual departments;
with persons receiving education in the form of full-time education;
it can be established with persons entering the job on the basis of a secondment.

According to the agreement between the employee and the employer, a fixed-term employment
contract may be concluded in other cases in accordance with this Code or another law.

Article 114. Methods of determining the term of the employment contract

In a fixed-term employment contract, its term can be determined by:
indicate the total duration of the employment contract in days, months, years;
the calendar date of the start of work under the employment contract and the employment contract
display the calendar date of expiration;
to determine the event that will end the term of the employment contract (commissioning of
the facility, replacement of a temporarily absent employee with a fixed-term employment contract with
another employee for the duration of the work, etc.).

Article 115. Performance of work not stipulated in the employment contract prohibition of solicitation

The employer has no right to demand the following from the employee:
labor, unless otherwise stipulated in this Code and another law
perform work not specified in the contract;
which violates the law, violates the rights of the employee or other persons, endangers their
life and health, their honor, dignity and professional reputation
to carry out harmful actions.

Article 116. Working in several professions (positions), expanding the range of services, increasing the volume of work, fulfilling the obligations of an employee who is temporarily absent without being exempted from the work specified in the employment contract

With the consent of the employee, during the specified duration of the working day (shift), in addition to the main work specified in the labor contract at the same employer, for an additional fee, in the same occupation (position) as in the main job or may be assigned to perform additional work in another profession (position).

The additional work assigned to the employee can be done by means of:

an employee's other profession than the main job stipulated in the employment contract working in several occupations (positions) in cases of performing additional work on (position);

the employee performs additional work in the same profession (position) as his main job in cases of expanding the scope of services or increasing the volume of work;

performing the duties of the temporarily absent employee without being exempted from work in the same occupation (position) or another occupation (position) as defined in the employment contract.

The employee is [in the second part](#) of this article during which period the additional work will be performed, that period, its content and size shall be determined by the agreement between the employer and the employee. According to the agreement of the parties to the labor contract, the employee may perform additional work for a specific period or for an indefinite period. The obligation of the employee to fulfill the obligations of the temporarily absent employee without being released from the main work specified in the employment contract is limited to the period of work in place of the temporarily absent employee.

[In the second part](#) of this article the parties to the labor contract can reach an agreement on the performance of the provided additional work by the employee during the recruitment of the employee or during the performance of labor activities by the employee at the same employer. If [the second](#) of the second part of this article by the employee and in [the third paragraph](#) if the parties to the labor contract reached an agreement on the provision of additional work on a permanent basis during the hiring of the employee, this is indicated in the labor contract as its additional condition. If the employee works for this employer, the parties are in accordance with the second part of the second part of this [article](#) and [in the third paragraph](#) if it is agreed that the additional work will be performed by the employee on a permanent basis, such an agreement will be formalized in the form of an additional agreement to the employment contract.

The agreement of the employee to perform additional work during the period determined by the agreement with the employer does not require changes to the employment contract and is formalized by order of the employer. The employee must be familiarized with the text of the order and sign it if he agrees.

To fulfill the obligations of the temporarily absent employee without being released from the main job, the temporary absentee shall fulfill the duties of his/her position in accordance with the state labor legislation, employment contract, career instructions. assignment of the employee's duties to the person who is to perform the duties of the employee is formalized by the order of the employer, does not require any additional consent of the employee who is entrusted with the temporary performance of duties, and no additional fee is paid.

By notifying the other party in writing no later than three working days, the employee has the right to refuse to perform additional work before the deadline, and the employer has the right to cancel the tasks to perform it before the deadline. This provision is in [the sixth part](#) of this article does not apply to the case provided for.

Article 117. Issuance of work-related documents and their extracts

According to the written application of the employee, the employer shall provide the employee with work-related documents (recruitment, other

copies of transfer orders; extracts from the work book or electronic work book; it is necessary to provide information about wages, taxes and fees calculated and actually paid by the employee, about the period of work at this employer, etc.).

In the case of termination of the employment contract, providing the employee with a work book or an extract from the electronic work book, as well as providing the employee with a copy of the order on the termination of the employment contract is provided in Article 171 of this Code . will be carried out in the prescribed manner and within the time limits.

Copies of work-related documents must be certified by the signature and seal (if any) of the head of the organization or another authorized person. Work-related documents and their extracts are provided to the employee free of charge.

§ 2. Conclusion of an employment contract

Article 118. Eligible age for recruitment

Article 20 of this Code for employment suitable persons are related to labor with legal capacity and legal capacity, it is allowed from the age of sixteen.

Students of general secondary, secondary special, vocational educational organizations, vocational schools, colleges and technical institutes to prepare young people for work, which does not harm their health and spiritual maturity, It is allowed to hire a child to perform light work that does not interfere with the education process in his free time from studies - upon reaching the age of fifteen, with the written consent of one of the parents (the person who replaces the parents). .

In cultural and entertainment organizations, television, radio broadcasting organizations and other mass media, as well as with professional athletes, with the consent of both parents (a person who replaces parents) and with the permission of the guardianship and sponsoring body, for health and It is allowed to conclude an employment contract with persons under the age of fifteen to participate in the creation and (or) performance (exhibition) of works without harming their spiritual maturity. Lists of jobs, professions and positions that can be accepted by persons who have reached the specified age are approved by the Cabinet of Ministers of the Republic of Uzbekistan in agreement with the tripartite republican commission on social and labor issues. In this case, the employment contract is signed on behalf of the employee by his parents (a person who replaces his parents). The permit of the guardianship and guardianship body specifies the maximum permissible duration of daily work and other conditions under which the work may be performed.

Recruiting and employing persons under eighteen years of age is regulated [in Articles 411-422](#) of this Code. is carried out in compliance with the stipulated requirements.

Article 119. Unlawful refusal of employment is prohibited Unlawful refusal of employment is prohibited.

The following are unlawful refusal of employment: Violation of the requirements on the prohibition of discrimination in the field of work and training; not to employ persons invited by the employer;

Employment of persons with whom the employer is obliged to conclude an employment contract in accordance with the law (persons sent to work at the expense of the specified minimum number of jobs, persons whose employment contract was terminated by the employer on special grounds, in case of their re-employment, etc.) not to;

non-recruitment for reasons related to pregnancy or the presence of children;

non-recruitment of persons due to convictions, including completed and removed convictions, except for cases provided by law, or non-recruitment of persons due to convictions of their close relatives, including completed convictions;

in other cases provided for by law.

In case of refusal of employment, the employer is obliged to provide a written reason for refusal of employment, signed by an official with the right to employment, within three days at the request of the person whose employment is refused.

Refusal to provide a written reason does not prevent an appeal against the unlawful refusal of employment.

Article 120. Legal consequences of illegal refusal of employment

A person who believes that employment has been illegally denied to him may file a complaint against the fact of illegal denial in accordance with the established procedure, including the submission of a relevant case, compensation for the material damage caused to him, and compensation for moral damage. may apply to the court.

Prove the legality of the refusal of employment during the review of disputes task is assigned to the employer.

Article 121. Limitation of relatives working together in a state organization .

-mother, brothers, sisters and children) are prohibited to serve together in the same state organization, if their joint service depends on the direct subordination of one of them to the other or being under his control. Exceptions to this rule may be established by the Cabinet of Ministers of the Republic of Uzbekistan.

Article 122. Stages of recruitment

Recruitment includes the following steps:

introduction procedure during recruitment;

that the parties reach an agreement on the terms of the employment contract and signing the contract by the employee and the employer;

to receive an order by the employer on the hiring of an employee and to enter information about the hiring into the employee's labor book and the "Uniform National Labor System" interdepartmental software-hardware complex.

Article 123. Introduction procedure during recruitment

At the time of employment, the employer must familiarize the employee with the following in advance (before signing the employment contract): the content of

the job for which this person is being hired;

working conditions stipulated in the employment contract;

rules of internal labor procedure, collective agreement, other internal documents directly related to his labor activity.

In order to select an employee who meets the qualification requirements necessary for performing the relevant work (occupying the relevant position) according to his professional and work qualities, the employer has the right to:

to conduct interviews with persons entering the job;

on the basis of the regulations approved by the employer in agreement with the trade union committee or, if selection on the basis of competition and its procedure is established by law, to provide for the selection procedure of employment. In order to provide practical assistance to employers, the Ministry of Employment and Labor Relations of the Republic of Uzbekistan approves the model regulation on holding a competition during employment in agreement with the tripartite commission of the republic on social and labor issues. It is mandatory to hold a competition in the cases where the procedure for the selection for the recruitment of certain categories of employees is specified in the legislation.

At the time of employment, the person entering the job in advance (employment contract until signed):

to provide the employer with the documents listed in the first part of Article 124 of this Code , required at the time of employment; participation in the interview conducted by the employer; it is mandatory to participate in the competition held during the recruitment. The employer informs the person applying for the relevant job (position) about the date of the competition at least one week in advance.

Article 124. Documents required at the time of employment

At the time of employment, the applicant shall submit the following documents: a passport or a document that replaces it, or an identification ID card, and for persons under the age of sixteen, a birth certificate or an identification ID card;

a certified paper labor book or an extract from an electronic labor book for the last place of work, except for persons entering work for the first time.

Persons who are employed on the basis of substitutes shall submit a certificate of the prescribed form obtained from the main place of work instead of the employment book.

a military ID card or a military ID card for conscripts or conscripts;

a diploma of completion of a higher or secondary specialized, vocational educational institution, for which work only persons with special education or special training can be placed, those a certificate (certificate) or other relevant document on the right to perform this work at the time of employment;

taxpayer identification number;

personal identification number of an individual (if available);

persons who are starting a job for the first time in the accumulated pension book

except

Employer:

issue a work book for persons who have been employed for the first time, who have worked for more than five days, and for persons who have previously worked for whom the legislation does not provide for keeping work books;

employees who were not previously registered in the accumulated pension system must take measures to put them in such an account.

During recruitment, it is forbidden to demand documents not provided for by this Code, as well as other legal documents, from the person entering the job.

Article 125. Workbook

The duly certified paper or electronic work book is the main document that confirms the employee's work experience and contains verified information about the individual's work activity.

The electronic labor book is created in the "Unified National Labor System" interagency software-hardware complex during the registration, drawing up, changes and additions to the labor contract, as well as its cancellation.

Information about the employee's work activity and length of service, which includes information about employment, work performed, transfer to another job and termination of the employment contract, is information about work activity.

Employer (excluding employers who are natural persons) five in the organization must keep labor records for all employees who worked more than one day.

The employer must enter the information on hiring, permanent transfer to another job and termination of the employment contract in the labor book and in the "Unified National Labor System" interdepartmental software-hardware complex. Based on the employee's written application, the employer at the main place of work enters into the labor book records of the periods when he worked on a substitute basis and was temporarily sent to another employer on a business trip. The grounds (reasons) for terminating the employment contract shall not be recorded in the employment book.

On the creation of an electronic work book and the employee's work activity the procedure for data verification is determined by legislation.

Information about the employee's work:

from the employer at the last place of work for the period of working for this employer - on a duly certified paper or in the form of an electronic document signed with the digital signature of the employer;

in the labor body - on duly certified paper or electronically by an authorized person has the right to receive it in an electronic carrier in the form of an electronic document signed with a digital signature.

The employer shall provide the employee with information on labor activities for the period of his employment with the employer in the manner specified in the employee's written application or sent to the employer's e-mail address (in a duly authenticated paper or electronic document signed with the employer's electronic signature in the form of a document) must be presented as follows:

during the working period - no later than three working days from the date of submission of this application; upon termination of the employment contract - on the day of termination of the contract.

Article 126. Agreement of the parties on the terms of the employment contract and signing of the contract If the parties have reached

an agreement on all mandatory and additional terms of the employment contract and signed the employment contract, this contract is considered concluded. The form of the employment contract, as well as the date of its entry into force and the date of the start of work, are specified in Article 106 of this Code and Articles 108 determined accordingly.

Article 127. The employer issues an order on hiring an employee and enters information about hiring into the employee's labor book and the "Uniform National Labor System" interdepartmental software-hardware complex

Employment is formalized by order of the employer. The basis for issuing an order is the employment contract concluded with the employee.

Recruitment of the head of the organization is carried out directly by the owner of the organization or the authorized body in accordance with the founding documents.

The head of the organization is assigned to him by the owner of the organization or by the founding documents concludes labor contracts with employees within the scope of powers.

The content of the employer's hiring order must be in accordance with the terms of the employment contract concluded with the employee. The order will be announced to the employee within three days from the date of the actual start of the work, with a signature. At the request of the employee, the employer must provide him with a duly certified copy of this order.

Based on the hiring order, the employer makes a record of employment in the employee's labor book, the employee must be acquainted with this record within three days. Based on the order, the employer enters information about employment into the "Uniform National Labor System" interdepartmental software-hardware complex.

Article 128. Actually employing the employee

The actual employment of an employee by an official who has the right to hire or with his permission, regardless of whether the employment has been duly formalized or not, is considered to be the conclusion of an employment contract from the date of commencement of work.

In the first part of this article actual employment of the intended employee does not release the employer from the obligation to properly formalize the employee's employment.

When actually employed, the employer must formalize the individual labor relationship with the employee by concluding an employment contract and issuing an order on hiring the employee within three days from the day of the start of work.

If an individual is actually employed by an employee who is not authorized by the employer, and the employer or his authorized representative actually recognizes the relationship between the employed person and this employer as an individual employment relationship (in fact if he refuses to enter into an employment contract with the employed person, to issue an order on hiring), the employer, whose interests have been performed, shall pay to such an individual an appropriate complexity for the time he actually worked (the work he performed) qualified) must pay a fee based on the established tariff rate (salary) for the performance of the work.

Article 129. Preliminary test at the time of employment

An employment contract may be concluded with a preliminary test for the following purposes:
checking the suitability of the employee for the assigned job;
making a decision by the employee about the expediency of continuing the work stipulated in the employment contract.

The initial test must be stipulated in the employment contract. In the absence of such a condition, the employee is considered to have been hired without a preliminary test.

An initial test will not be prescribed when hiring the following:
a pregnant woman, a woman with a child under the age of three, or a father (guardian) raising a child under the age of three alone;
persons from the socially needy categories of the population who are sent for employment in reserved jobs;
graduates of higher education organizations who have studied on the basis of state grants and are entering work in the field of specialization received on referral within three months from the date of graduation; graduates
of general secondary, secondary special, professional and higher educational institutions who are independently employed in the specialty acquired during the first time of employment within one year from the date of graduation from the relevant educational institution;
employees with whom an employment contract is concluded for a period of up to six months;
persons under the age of eighteen;
in case of re-employment, those persons with whom the employer previously terminated the employment contract on separate grounds;
students who studied at this employer under the contract of training in production;
in collective agreements, as well as in the collective agreement and internal of the employer other employees stipulated in the documents.

The initial test can be specified only at the time of hiring the employee. When an employee is transferred to another job and sent on a business trip to another employer, it is not allowed to set an initial test.

Article 130. Initial trial period

The initial trial period should not exceed three months, and for heads of organizations and their deputies, chief accountants and heads of separate departments of organizations, six months.

A period of temporary incapacity for work and other when the employee is not actually at work periods do not add up to the initial trial period.

Article 131. On labor in relation to the employee during the initial trial period enforcement of the law

Labor law and labor in relation to the employee during the initial trial period the validity of other legal documents is fully implemented.

The initial trial period is included in the length of service, including the length of service that gives the right to annual leave.

Article 132. Preliminary test result

Each of the parties shall at least three times the other party before the end of the initial trial period has the right to terminate the employment contract by giving a written notice in advance.

The employer has the right to terminate the employment contract concluded with the employee during the initial trial period at his own initiative, if the test result is unsatisfactory, indicating the reasons that served as the basis for recognizing the employee as having not passed the trial. .

The employee's written application is the basis for terminating the employment contract at the initiative of the employee during the initial trial period, which must reflect the employee's desire to actually terminate the employment relationship. In this case, the reasons that prompted the employee to make a decision to terminate the employment contract are not important.

In the first part of this article, about the termination of the employment contract the way to shorten the stipulated notice period is only with the agreement of the parties to the contract is placed.

In the case of termination of the employment contract at the initiative of the employee during the initial trial period, the employee in the first part of this article has the right to withdraw the application for termination of employment relations during the notice period for termination of the employment contract provided for or determined by the agreement of the parties to the employment contract.

During the initial trial period, the employee has the right to leave the job upon expiration of the notice period established by law or determined by the agreement of the parties to terminate the employment contract at the initiative of the employee. It is not allowed to delay the termination of the employment contract by the employer.

If the initial trial period provided for in the labor contract has expired or there are at least three days left before the end of this period, and the employee or the employer does not agree to shorten the three-day notice period, the labor contract will continue to be valid and may be canceled in the future. allowed on general grounds.

§ 3. Changing the employment contract

Article 133. The grounds for changing the employment

contract The grounds for changing the employment contract are as follows:

changes in working conditions;

transfer of an employee to another job;

change of location due to the employer moving to another place;

sending an employee on a temporary business trip to another employer;

change of workplace stipulated in the employment contract.

Article 134. The concept of working conditions

Working conditions are defined as a set of social and production factors that the employee's work is carried out in accordance with the labor contract concluded with the employer.

Social factors include the amount of remuneration, working hours, duration of vacation and other conditions.

Factors of production include technical, sanitary, hygienic, production-household and other conditions.

Article 135. The procedure for establishing and changing working

conditions Working conditions are defined in the labor legislation, other legal regulations on labor defined in the documents, as well as in the agreement of the parties to the labor contract.

Changes to working conditions are carried out in the same manner as they were established.

The terms of employment specified in the labor contract, as well as in the collective agreement and internal documents cannot be changed at the request of one of the parties to the labor contract, except in accordance with Article 136 of this Code. and in Articles 137 unless otherwise specified.

Article 136. The employee's right to change the working conditions

in the cases stipulated in the Labor Law, other legal documents on labor, as well as in the employment contract, when the employee continues to work according to the work duties specified in the employment contract, the employer may ask the employer to change the working conditions. has the right to demand.

The employee's application to change working conditions shall be considered from the date of its submission must be reviewed by the employer no later than

In case of refusal to satisfy the employee's demands for changing working conditions, the employer must inform him in writing about the reason for the refusal.

Failure to inform the employee of the reasons for refusing to satisfy his demands does not prevent the employee from appealing against the refusal to change the working conditions.

Article 137. The employer's right to change the working conditions without the employee's consent.

If the previous working conditions cannot be maintained due to changes in technology, production and labor organization, reduced volumes of works (products, services), the employer may stipulate in the employment contract that the employee has the right to change the working conditions without the employee's consent while continuing the specified work duties.

Unless otherwise provided for in this Code, the employer must notify the employee of future changes in working conditions in writing and with a signature at least two months in advance. Shortening of the specified period is allowed only by agreement between the employee and the employer.

The employer has the right to replace the period of more than two weeks of warning the employee about future changes in working conditions with proportional monetary compensation. In this case, the notice period of two weeks from the time of giving notice to the employee may be replaced by monetary compensation only with the consent of the employee.

If [the second](#) of this article and [third parts](#) If the employee refuses to work under the new working conditions after the stipulated notice period expires, the employment contract concluded with the employee in connection with the employee's refusal to continue working under the new working conditions shall be subject to Article 173 of this Code . paid severance pay and [100-](#)

[in the article](#) implied warranties may be voided upon presentation.

If the number of employees whose terms of employment are being changed exceeds Article 98 of this Code [in the second part](#) of the article is equal to or exceeds the stipulated amount, the employer shall conduct preliminary consultations with the trade union committee regarding the change of working conditions for employees.

In the case of unfavorable changes in working conditions, the employer, if the number of employees whose working conditions are deteriorating, [in the second part of](#) Article 98 of this Code if it is equal to or exceeds the stipulated amount, it is necessary to provide information about the reasons for such changes to the local labor body, as well as to the regional or branch union of trade unions.

The employee has the right to complain about the change of working conditions by the employer. When considering an individual labor dispute, the obligation to prove that it is not possible to maintain the previous working conditions is the responsibility of the employer.

Article 138. Transferring an employee to another job

The employee's labor duties when he continues to work for the same employer a change is a transfer of an employee to another job.

It is not allowed to transfer the employee to another job if there are contraindications confirmed by a medical report based on the health status of the employee.

Article 139. The term of transfer of the employee to another job

When an employee is transferred to another job, the date on which he must start the transferred job must be specified.

Depending on the period for which the employee is being transferred to another job, types of transfer to another job are divided into permanent and temporary.

If the employee is temporarily transferred to another job, such transfer the deadline should be set.

The period of temporary transfer of an employee to another job can be determined by means of:

indicate the total duration of temporary transfer in days, months, years;

the calendar from which the execution of the task for which the transfer is made

indicate the date and the calendar date on which the transfer expires;

the period of transfer to another job ends with the occurrence of the event event detection (temporarily absent employee starting work, etc.).

After the temporary transfer of the employee to another job, the employer shall pay the employee must give the previous work stipulated in the contract.

Article 140. Employee's consent to transfer to another job Permanent

transfer of the employee to another job is allowed only with his consent.

Temporary transfer of an employee to another job is carried out with his consent, in accordance with Article 145 of this Code except for the cases of necessity of production or remaining inactive.

Before the employer receives the employee's consent to transfer to another job, the employee must be familiarized with the content of the job, working conditions in this job, as well as internal documents directly related to the performance of this job.

The employee does not have the right to request transfer from the employer to another job, except in accordance with Article 142 of this Code, in the first part of Article 143 , in the second part of Article 144 , 364, 394 and in the first part of Articles 395 unless otherwise specified.

Article 141. Temporary employee according to the agreement of the parties to the employment contract transfer to another job

According to the agreement of the parties to the employment contract, the employee can be transferred to another job for a period of up to one year may be temporarily transferred, in case such transfer is carried out in accordance with the law to take the place of a temporarily absent employee whose job will be preserved, it may be carried out until this employee starts work. If the employee is not given his previous job at the end of the period of transfer to another job, the employee did not demand it and continues to work, the condition of the agreement on the temporary nature of the transfer shall be void and the transfer is considered permanent.

Article 142. Temporary transfer to another job, which is mandatory for the employer, at the initiative of the employee. The

employee's request for temporary transfer to another job must be satisfied by the employer for the following valid reasons: according to which medical report, the

employee's health the availability of the same medical report if, according to his condition, he needs to be transferred to a job that is temporarily lighter or excludes unfavorable production factors;

the presence of a medical opinion according to which a pregnant woman needs to be temporarily transferred to a job that excludes the effects of lighter or unfavorable production factors;

that one of the parents (guardian) taking care of a child under the age of two cannot perform his previous work;

in other cases where this request is due to valid reasons and such work is available to the employer. The list of valid reasons for temporary transfer to another job at the initiative of the employee, as well as the procedure for payment of wages during such transfer.

may be determined in the contract, if no such contract has been concluded, it is determined by the employer in agreement with the trade union committee.

Article 143. Permanent transfer to another job based on the health status of the employee

In the event that the employer has a vacant position, according to the state of health, the state of health excludes the influence of lighter or unfavorable production factors according to the medical report. An employee who needs to be permanently transferred to a job for which there is no contrary instruction must be transferred to such a job with his consent.

The employee is [in the first part](#) of this article in case of refusal to be transferred to another job, as well as if the employer does not have another job that does not have a contraindication due to the health status of the employee, the employment contract concluded with the employee is based on the health status of the employee in connection with the employee's refusal to be transferred to another job without a contrary instruction or because the employer does not have a suitable job, according to [Article 173](#) of this Code severance pay provided for is paid and [in Article 100](#) implied warranties may be voided upon presentation.

Article 144. Mandatory work for the employer, concluded with the employee transfer of the employee to another job when the contract is terminated on special grounds

If it is not possible to continue the work related to the work duties specified in the employment contract due to objective reasons, the employer shall transfer the employee to another job that matches his specialty and qualifications, and in the absence of such work, to another job available to the employer. must offer.

In the second part of Article 143 of this Code, the employment contract concluded with the employee , [2](#) of the second part of Article 161 and [in paragraphs 3, 2, 4, 5](#) of the first part of Article 168 and [9-](#) clauses, Article 489, [paragraph 1](#) of the first part in the case of cancellation on the grounds provided for [in the first part](#) of this article The employer is responsible for this obligation.

Clause [4](#) or [5](#) of the first part of Article 168 of this Code in case of termination of the employment contract concluded with the employee, the transfer of the employee to another job is subject to the [fifth](#) Article 168 of this Code or [the sixth part](#) requirements are taken into account.

If the employee is not suitable for the job (held position) due to insufficient qualifications, the employer may offer the employee a job that is compatible with the employee's specialty and requires a slightly lower qualification, and in the absence of such a job, another job available to the employer. must offer.

If, according to the medical opinion, there is an instruction against the employee to perform the work specified in the employment contract, the employer must offer to transfer the employee to another job that corresponds to the medical opinion. In this case, the employee should be offered a job based on his/her expertise and qualifications, and if the employer does not have such a job, another job should be offered.

If the employer has [the second part](#) of this article if there is no work of a permanent nature that can be transferred when the employment contract concluded with the employee is terminated on the grounds provided for, but there is work that can be performed under a fixed-term employment contract, the employer must offer the employee such a job.

In this case, the employee will be transferred to another job under a fixed-term employment contract.

Labor contract [in the second part](#) of this article on the grounds listed cancellation is allowed in the following cases:

employee [in the first - fifth parts](#) of this article when he refuses to transfer to another job offered by the employer in compliance with the stipulated requirements;

when the employer does not have vacancies or work that does not have a contraindication due to the health status of the employee;

because the employee does not meet the qualification requirements necessary to perform this job when it cannot be transferred to another job.

Article 145. Temporary transfer of an employee to another job at the initiative of the employer

It is allowed to temporarily transfer an employee to another job that is not specified in the employment contract due to the necessity of production or idleness, without his consent, at the initiative of the employer. In this case, the employee may not be transferred to another job against which there is a contraindication due to the state of health. Temporary transfer of an employee to a job requiring lower qualifications due to unemployment is allowed with the written consent of the employee.

Prevention or elimination of idleness at work, replacement of an employee who is temporarily absent, prevention or elimination of the consequences of industrial accidents and industrial accidents, emergency or emergency situations or natural, man-made and in order to prevent and/or eliminate the consequences of an environmental disaster (fire, flood, earthquake, epidemic, epizootic, etc.), as well as in other cases that threaten the life or normal living conditions of the entire population or part of it. The need to perform unexpected work that cannot be done is a need for production.

The work is related to economic, technological, organizational reasons, other production or natural A temporary suspension for reasons of character is a rescission.

During the period when the employee is temporarily transferred to another job due to the need for production or idleness, the payment of the employee's labor is made depending on the work performed, but not less than the previous average monthly salary.

To transfer an employee to another job due to the need for production or idleness transfer periods cannot exceed a total of sixty calendar days in one calendar year.

The deadlines for transferring an employee to another job due to the need for production or idleness, the exact amounts of wages, as well as special cases of the need for production are determined in the collective agreement, if it has not been concluded, the employer must sign it with the help of the trade union. determined according to the agreement with the mitisa.

Article 146. Change of location due to the employer moving to another place

The employer must notify the employee in writing at least two months in advance of the employer's future relocation to another place (from the employee's place of residence to an area that does not allow him to return to his place of residence).

The employer informs the employee about his future transfer to another place within two weeks has the right to replace the increased notice period with a proportional monetary compensation.

The employee's agreement to move to another place together with the employer is formalized by concluding an additional agreement to the employment contract.

In connection with the employee moving to another place together with the employer, the employee shall be entitled in Article 289 of this Code provided compensation payments are given.

In the event that the employee refuses in writing to move to another place with the employer, the employment contract concluded with the employee, due to the fact that the employee refused to move to another place with the employer, shall be subject to Article 173 of this Code . According to the first part of Article 100, during the period of employment, the severance pay is paid will be canceled while maintaining the corresponding average salary.

If the employee who refused to move to another place with the employer got acquainted with the employer's offer, but did not agree to express his refusal in writing, his refusal is present. shall be formalized with a deed indicating the witnesses.

In the event of a labor dispute, the employee moves to another place with the employer the employer bears the burden of proving that he refused to transfer.

Article 147. Sending an employee on a temporary business trip to another employer

Sending an employee to another employer on a temporary business trip can be carried out only with his written consent for a period of not more than one year, and this is done on the basis of a separate employment contract concluded with the employer to whom the employee is sent on a temporary business trip. The validity of the employment contract concluded at the previous workplace is suspended during the period when the employee is sent on a temporary business trip. At the end of the business trip, the employee will be offered his previous job (position) at the employer who sent him on the business trip.

If necessary, the period of sending an employee on a temporary business trip can be extended according to the agreement between the employee sent on a temporary business trip, the employer who sent the employee on a temporary business trip, and the employer to whom the employee is temporarily sent on a business trip, but it can be extended for a maximum of one year.

The procedure and terms of sending employees on a temporary business trip to diplomatic missions or consular institutions of the Republic of Uzbekistan abroad for diplomatic, consular, administrative-technical positions or service personnel positions are determined by legislation.

Consent of the employee when the employee is sent on a temporary business trip to another employer with his work task can be changed.

When the employee is sent on a temporary business trip, payment of wages is made by the employer to whom the employee is sent on a temporary business trip. In the event that this employer is unable to pay, the employer who sent the employee on a temporary business trip shall bear the obligation to pay for the work performed, with the right to file a recourse claim against the employer to whom the employee was sent on a temporary business trip.

If the terms of payment of wages or vacation time at the new workplace differ from those used by the employee at the employer who sent him on a temporary business trip, more favorable terms will be applied to the employee.

The length of service of an employee sent on a temporary business trip to another employer is included in the total length of service.

In the event of an accident involving an employee sent on a temporary business trip, the employer to whom the employee is sent on a temporary business trip shall be responsible for organizing an investigation of an accident related to labor activity.

Article 148. Change of workplace

The workplace is a place directly or indirectly controlled by the employer, and the employee must be at this place or he must arrive at this place to perform the work related to the work duties specified in the employment contract.

Change of workplace that is not specified in the employment contract (transfer of the employee to another workplace at the same employer, to another non-separate unit located in the same area, or assigning the employee to work in another mechanism or unit) the employee's consent is not required if the work is continued according to the previous job duties and under the same working conditions.

If work in a specific workplace (in a non-separate unit located in the same area, in a specific mechanism or in an aggregate) is stipulated in the employment contract, the change of workplace is allowed only with the consent of the employee. cried

Article 149. Registration of changes to the employment contract

The change of the employment contract is formalized by order of the employer.

On the permanent transfer of an employee to another job, on changing the working conditions stipulated in the employment contract, on changing the workplace stipulated in the employment contract, as well as on the employer's relocation to another place changes to the employment contract are the basis for issuing orders to change the location. Changes to the employment contract are formalized by signing an additional agreement, which is drawn up in writing by the employee and the employer and is an integral part of the employment contract. Additional agreement on the employment contract in at least two copies

is made. Each copy of the supplementary agreement is confirmed by the signature of the employee and the official authorized to hire. If the employer has a seal, the signature of the official on all copies of the employment contract is confirmed with a seal. One copy of the additional agreement is given to the employee, and the other (others) are kept by the employer together with the employment contract. Receipt of a copy of the additional agreement by the employee is confirmed by the employee's additional signature on the copy of the additional agreement kept by the employer.

Orders to permanently transfer an employee to another job, to change the working conditions provided for in the employment contract, as well as to change the place of work stipulated in the employment contract, are included in this contract by the parties to the employment contract by concluding an additional agreement. is issued exactly in accordance with the contents of the changes and announced to the employee by signing.

Order for the temporary transfer of an employee to another job, specifying the period of transfer is formalized with

According to the agreement of the parties to the employment contract and at the initiative of the employee, the written application of the employee is the basis for issuing an order on the temporary transfer of the employee to another job.

Temporary transfer of an employee to another job due to the state of the employee's health, temporary transfer of a parent (guardian) who is caring for a pregnant woman, as well as a child under the age of two, if they are unable to perform their previous job. Their application and medical report are the basis for issuing an order on transfer.

The basis for issuing an order on the temporary transfer of an employee to another job at the initiative of the employer is the existence of the facts of the need for production or idleness.

Temporary transfer of an employee to another job is not reflected in the employment contract.

In order to issue an order to send an employee on a temporary business trip to another employer, a separate term of employment concluded between the employee and the employer to which the employee was sent on a business trip according to the agreement with the employer who sent the employee on a temporary business trip contract is the basis.

Article 150. Legal consequences of illegal change of employment contract

An employee who believes that the change of the employment contract is illegal has the right to complain about the change of the employment contract concluded with him.

If working conditions are changed illegally, the employee's demands to restore the previous working conditions must be satisfied.

If the illegal changes in working conditions have led to a decrease in the employee's wages, the employee's claims for compensation for material damage should be satisfied.

In the case of an illegal transfer of an employee to another job, the employee's demands for reinstatement to his previous job, compensation for the time of forced absence caused by the illegal transfer to another job must be satisfied. If the employee performs work that was transferred illegally, but the amount of payment for his work in this work is lower than the amount of payment for work performed by this employee before he was transferred to this work, he is paid for compulsory absenteeism. compensation consists of compensating the employee for the difference between his previous job and the job to which the employee was illegally transferred.

If the workplace of the employee specified in the employment contract was changed by the employer without the employee's consent, in the case of maintaining the previous job duties and working conditions, including the salary, it is correct to provide the employee with the previous workplace. The demand for 'must be satisfied'.

If the employee suffered mental or physical suffering due to the illegal change of the employment contract, the employee's claims for compensation for moral damage should be satisfied.

§ 4. Dismissal of an employee

Article 151. Cases of dismissal of an employee

Dismissal is the temporary prevention of an employee from performing work duties, as a rule, without salary.

The employer must dismiss the employee in the following cases:

at the request of authorized state bodies in accordance with the law;

when he comes to work or is at work under the influence of alcoholic beverages, drugs or toxic substances;

without passing training in the field of labor protection and examination of knowledge and skills;

without passing a mandatory medical examination;

medical for the performance of the work specified by the employee in the employment contract when contraindications are identified according to the conclusion;

When an employee who needs to be temporarily transferred to another job for a period of up to four months according to a medical opinion is refused, or due to the fact that the employer does not have a job, it is possible to offer such an employee a suitable job. when not;

when the employee does not use personal and (or) collective protective equipment, which must be used in accordance with labor legislation or labor protection regulations.

In the event that an employee is quarantined and there is a threat of the spread of other infectious diseases dangerous to humans, based on the decision of the Chief State Sanitary Doctor of the Republic of Uzbekistan, he refuses to undergo preventive vaccination, which is introduced in the manner established by the legislation (depending on the state of his health in the absence of contraindications) the employer has the right to dismiss him from work.

Even if a service inspection is conducted, the employer has the right to dismiss an employee if there are reasonable grounds to believe that the presence of a particular employee at work will interfere with the performance of the service inspection.

That the employer removes the grounds for dismissing the employee suspends him from work for the entire period.

Article 152. Calculation of wages during the period of dismissal of the employee

During the period of dismissal, the employee is not paid wages, except for this article except for the cases provided for [in the second part](#).

In cases where an employee who has not passed training and examination of knowledge and skills in the field of labor protection, or who has not passed a mandatory medical examination, is dismissed from work through no fault of his own, or if the employee is not provided with personal and (or) collective protective equipment by the employer , and if the employee is suspended from work due to the conduct of a service review by the employer, the employee's average monthly salary for the period of suspension will be preserved.

Article 153. Formalizing the dismissal of an employee

Dismissal of an employee shall be formalized by the order of the employer, and the order shall specify the specific reason provided for in [the second](#) or [third part](#) of Article 151 of this Code, which served as the basis for the dismissal of the employee.

The employer's dismissal order is delivered to the dismissed employee with a signature. Refusal of the employee to familiarize himself with the dismissal order shall be formalized by a document indicating the witnesses present.

The employer must provide a certified copy of the order to dismiss the employee at the employee's request no later than three days after the employee's application.

If it is not possible to familiarize the employee with the order to dismiss the employee, the employer must send a copy of the order to the employee with a notification letter within three working days from the date of issuance of the relevant order.

The dismissal order must specify the period of dismissal. In cases where it is not possible to determine in advance the exact date of the end of the period of suspension of the employee, the event with the beginning of which the period of suspension of the employee will end, that event (passing of a mandatory medical examination of the employee, etc.) at the order of the employer is displayed.

The dismissed employee must start work on the first working day after the end of the period of dismissal or the circumstances under which the dismissal was carried out.

Article 154. Legal consequences of illegal dismissal

An employee who believes that he has been fired illegally may appeal his dismissal in accordance with the established procedure. To present the employee who was fired illegally with his previous job and to compensate him for the material damage and moral damage (if the employee suffered moral or physical pain due to the illegal dismissal) requirements must be satisfied.

During the review of labor disputes, the employer is responsible for proving the legality of the dismissal of the employee, and in cases where the employee was dismissed at the request of the competent state bodies, it is the responsibility of the relevant state body that made the decision to dismiss the employee.

If an employee is illegally fired by the employer, the obligation to compensate for the material damage caused to such an employee and to compensate for the moral damage shall be borne by the employer. If an employee is illegally dismissed from work at the request of competent state bodies, the material damage caused to the employee will be compensated from the funds of the State budget of the Republic of Uzbekistan, and the moral damage will be compensated, and then the guilty persons will be recovered in the manner of recourse. .

§ 5. Termination of employment contract

Article 155. Concept and grounds of termination of employment contract

Termination of an employment contract means termination of individual labor relations between an employee and an employer on the grounds provided for in this Code.

The grounds for termination of the employment contract are as follows:

- 1) agreement of the parties ([Article 157 of this Code](#));
- 2) expiration of the employment contract ([Article 158 of this Code](#)); 3) termination of the employment contract at the initiative of the employee (this Code

[Article 160](#));

4) termination of the employment contract at the initiative of the employer (this [Article 161](#) of the Code);

5) refusal of the employee to continue work due to the change of the owner of the organization, its reorganization, the change of departmental affiliation (subordination) of the organization (the fifth part of [Article 156 of this Code](#));

6) employee's refusal to continue working under new working conditions (fourth [part of Article 137 of this Code](#));

7) refusal of the employee to move to another place to work together with the employer (the fifth part of [Article 146 of this Code](#));

8) the employee's refusal to transfer to another job for which there are no contraindications according to the medical opinion, or if the employer does not have a suitable job (the second part of [Article 143 of this Code](#));

- 9) circumstances beyond the discretion of the parties ([Article 168 of this Code](#));

10) failure to be elected for a new term or failure to pass the competition or in the election, competition refusal to participate (Article 169 of this Code);

11) the grounds provided for in the employment contract in cases where this Code or other laws strengthen the possibility of providing a condition on additional grounds for termination of labor relations in labor contracts concluded with employees of special categories.

The employment contract may be terminated on other grounds provided for by this Code and other laws.

Article 156. Continuation of the validity of the employment contract when the owner of the organization changes, when the organization is reorganized, when its departmental affiliation (subordination) changes

When the owner of the organization changes, as well as when the organization is reorganized (merged, acquired, divided, separated, changed), individual labor relations are continued with the consent of the employee.

With the head of the new owner organization, his deputies, the chief accountant and the head of a separate department of the organization, to [paragraph 1](#) of the first part of Article 489 of this Code has the right to terminate the employment contract. The employment contract with other employees of the organization can be terminated only in accordance with this Code and other laws.

Only property to change the number of employees or status when the owner of the organization changes transfer of the right to another person is allowed after state registration.

The fact that the departmental affiliation (subordination) of the organization has changed or it has been reorganized (added, annexed, divided, separated, changed) is not a reason to cancel the employment contracts with the employees of this organization. .

The employee [is the first](#) of this article or [in the fourth part](#) the employment contract concluded with the employee when he refuses to continue work in the cases provided for in [Article 173](#) of this Code [to the article](#) will be canceled subject to payment of the appropriate severance pay.

Article 157. Termination of the employment contract by agreement of the parties

An employment contract concluded for an indefinite period, as well as a fixed-term employment contract, may be terminated at any time by agreement of the parties. The date of termination of the employment contract on this basis is determined by agreement between the employee and the employer.

Termination of the employment contract by agreement of the parties shall be formalized in written form with an additional agreement on the employment contract, which must indicate the date of termination of the employment contract, the date of conclusion of the additional agreement, and the details of the parties.

Article 158. Termination of the fixed-term employment contract due to its expiration The fixed-term

employment contract is terminated upon the expiration of its validity period.

The party that decided to terminate the individual employment relationship on this basis must notify the other party in writing at least three calendar days prior to the termination of the employment contract. (position) except when the term of the employment contract concluded for the period of the employee's absence expires.

If individual employment relations continue after the expiration of the employment contract, and one of the parties does not comply with the [first part](#) of this article if he did not demand their termination within one week in the prescribed manner, the contract is considered to be concluded for an indefinite period.

The employment contract concluded during the absence of the employee whose job (position) is kept will be canceled from the date of the employee's return to work.

Article 159. Payment of severance pay in case of premature termination of a fixed-term employment contract

In case of premature termination of a fixed-term employment contract, this contract may provide for a mutual obligation of the parties to pay severance pay, according to which, if the individual employment relationship is based on reasons not related to the employee's guilty actions (inaction) terminated at the initiative of the employer, the employer pays the employee severance pay, if the individual labor relationship was terminated at the initiative of the employee, as well as on grounds related to the employee's culpable actions (inaction) if there is, the employee pays the employer a neustopika. If the amount of severance pay is not specified in the employment contract, the parties are exempted from paying it.

In the case of early termination of a fixed-term employment contract, the amount of neustopika may vary depending on the expenses incurred by the employer in the interest of the employee, the period of the employee's work and other circumstances.

In case of early termination of the fixed-term employment contract, the amount of severance paid by the employee may exceed the amount of severance paid by the employer.
it's not.

If the employment contract [is in the eighth part](#) of Article 160 of this Code if it is terminated prematurely at the initiative of the employee in the specified cases, he is exempted from paying the penalty.

If one of the parties refuses to pay the interest, it will be collected in court.

Article 160. Termination of the employment contract at the initiative of the

employee The employee has the right to terminate the employment contract concluded for an indefinite period, as well as the fixed-term employment contract before the end of the term, by notifying the employer in writing about it fourteen calendar days in advance. Other periods of notice to the employer in the case of termination on its own initiative are established in relation to:

the head of the organization, his deputies, the chief accountant of the organization and the organization separately head of the department (the [third part](#) of Article 489 of this Code and [fourth parts](#));

seasonal employees (the first part of Article 494 of this Code);

persons employed in temporary work (the [first part](#) of Article 499 of this Code)
part);

employees of employers of micro-enterprises (the [first part](#) of Article 506 of this Code)
part);

persons working in sole proprietorships (the [first part of Article 511 of this Code](#));

domestic workers (the first part of Article 518 of this Code);

other employees in cases provided by law.

The expiration of the notice period begins on the next day after the employer receives the employee's application for termination of the employment contract.

The employee has the right to send the application for termination of the employment contract by mail. In this case, the calculation of the notice period for termination of the employment contract begins on the next day after the date of receipt of the application by the employer.

Labor contract notice according to the agreement between the employee and the employer may be canceled before the expiration date.

[To the first part](#) of this article The employee has the right to terminate the work after the expiration of the notice period established in accordance with the agreement between the employee and the employer, and the employer shall give the employee a copy of the order to terminate the employment contract, a work book or an extract from the electronic work book, and must settle with him.

[To the first part](#) of this article The employee has the right to withdraw the application submitted by him during the notice period established in accordance with or agreed upon by the parties, including before the end of working hours on the last day of the notice period.

If the employment contract with the employee has not been terminated after the notice period and individual labor relations continue, the application for termination of the employment contract at the initiative of the employee shall become invalid, and the termination of the employment contract in accordance with this application shall be invalid.

The application for termination of the employment contract at the initiative of the employee is related to the fact that he cannot continue his work (accepted to an educational organization, retired, elected to an elective position, and in other cases). In such cases, the employer must terminate the employment contract within the period requested by the employee.

[Article 159](#) of this Code, when a fixed-term employment contract is prematurely terminated at the initiative of the employee the employee may decide to pay neutoyka in the prescribed manner.

Article 161. Termination of the employment contract at the initiative of the employer

Termination of the employment contract concluded for an indefinite period, as well as the fixed-term employment contract until the end of its term, at the initiative of the employer must be justified.

The existence of one of the following reasons (grounds) means that the termination of the employment contract is justified:

- 1) the organization (its separate division) was terminated by the decision of its founders (participants) or the body of a legal entity authorized to do so by the founding documents, or the activity was terminated by an individual entrepreneur;
- 2) changes in the number or state of employees of an organization (its separate division), individual entrepreneur, associated with changes in technology, production and labor organization, reduction in the volume of work (products, services);
- 3) that the employee is not suitable for the position he holds or the work he is doing due to insufficient qualifications;
- 4) regular violation of the employee's labor obligations. First, the employee was subjected to disciplinary or financial responsibility for violating labor obligations, or repeated disciplinary misconduct by the employee within one year from the date of the application of measures of influence provided for in the labor legislation and other legal documents on labor. the fact that the act was committed is a systematic violation of labor obligations;
- 5) the employee grossly violated his labor obligations once. Establishing the list of one-time gross violations of labor obligations, which may lead to the termination of the employment contract concluded with the employee, according to [Article 162](#) of this Code is carried out according to; 6) other reasons (grounds) specified in this Code and other laws.

[2](#) of the second part of this article on the employment contract and [paragraphs 3](#) void according to [Article 144](#) of this Code is allowed subject to compliance with the requirements.

Termination of the employment contract for the culpable actions (inaction) of the employee is a measure of disciplinary punishment, which must be carried out in accordance with the procedure and terms of application of disciplinary punishments specified in this Code.

The employment contract with the graduates of the general secondary special, professional educational organizations, as well as the higher education organizations that received education on state grants, who entered the job for the first time within three years from the date of graduation from the relevant educational organization if the contract is terminated at the employer's initiative before the expiration of three years from the date of its conclusion, the employer must notify the local labor authority in writing.

Article 162. Establishing a list of one-time gross violations of labor obligations that may lead to the termination of an employment contract with an employee

The list of one-time gross violations of labor obligations that may lead to the termination of an employment contract with an employee:

rules of internal labor procedure;
concluded between the owner and the head of the organization in the cases stipulated by this Code
labor contract, as well as the labor contract between the employee and the employer;
is determined by the disciplinary charters and regulations applicable to certain categories of employees to
whom the disciplinary charters and regulations apply.

When determining the list of one-time gross violations of labor obligations, which may lead to the termination
of the employment contract with the employee, the seriousness of the misconduct and the severity of such
misconduct may cause it is necessary to proceed from the consequences.

Article 163. Prohibition of termination of the employment contract at the initiative of the employer

Employment contract: 1)
on grounds not provided for by this Code or other laws;
2) violates the requirements of this Code to prohibit discrimination in the field of work and training;
3) during the periods of the employee's temporary incapacity for work, during the periods when he is on
leave provided for in the legislation on labor and other legal documents on labor, in the labor contract;
4) during the period when the employee is released from work due to the fulfillment of state or public
obligations;
5) when the employee is on a business trip;
6) pregnant women ([Article 408 of this Code](#)) and employees with children under the age of three ([Article 409 of this Code](#)) It is prohibited to cancel at the initiative of the employer without complying with the requirements for
providing guarantees.

[Article 147](#) of this Code it is prohibited to cancel the employment contract concluded at the previous
workplace during the period when the corresponding employee is sent to another employer on a temporary business
trip.

In order to cancel the employment contract at the initiative of the employer, [in clauses 3-6](#) of the first part
of this article the mentioned restrictions are not applied when the employment contract is canceled or when the
activity of an individual entrepreneur is terminated due to the termination of the organization (its separate unit) in
accordance with the decision of its founders (participants) or the body of a legal entity authorized to do so by the
founding documents.

Article 164. Termination of the employment contract at the initiative of the employer agreement with the trade union committee

If the collective agreement or the collective agreement provides for obtaining the prior approval of the trade
union committee for the termination of the employment contract at the initiative of the employer, the termination of the
employment contract without such consent is not allowed.

When the employment contract is terminated at the initiative of the employer in the following cases
the approval of the trade union committee is not required:

in connection with the termination of the organization (its separate division) according to the decision of its
founders (participants) or the body of a legal entity authorized to do so by the founding documents, or termination of
activity by an individual entrepreneur; [in the second part](#) of Article 161 of this Code with the
head of the organization, the head of a separate structural unit according to one of the provided grounds;

[to paragraph 1](#) of the first part of Article 489 of this Code in connection with the change of the owner of the
organization with the head of the corresponding organization, his deputies, the chief accountant and the head of a
separate department of the organization.

Within ten days from the date of receipt of the written submission of the official who has the right to
terminate the employment contract about the decision made by the trade union committee on the issue of agreement
to terminate the employment contract with the employee

must inform the employer. If the trade union committee does not inform about the adopted decision after the expiration of the specified period, the employer has the right to terminate the labor contract concluded with the employee without the consent of the trade union committee in the manner specified in this Code.

The employer has the right to terminate the employment contract not later than one month from the date of the decision of the trade union committee to approve the termination of the employment contract with the employee.

Article 165. Termination of the employment contract at the initiative of the employer warning about

The employer must notify the employee of his intention to terminate the employment contract in writing (by signing) within the following periods:

1) employment contract:

organization (its separate unit) of its founders (participants) or establishment terminated according to the decision of the body of the legal entity authorized to do so by its documents;

changes in the number or status of employees of the organization due to changes in technology, production and labor organization, reduction in the volume of work (products, services); against the head of the

organization, his deputies, the chief accountant and the head of a separate department of the organization, at least two months before the cancellation due to the change of the owner of the organization;

2) at least two weeks before the termination of the employment contract due to the lack of qualifications of the employee due to the fact that it is not suitable for the work he

is performing; 3) at least three days before the termination of the employment contract due to the employee's culpable actions (inaction).

In the first part of this article, warning the employee about future termination of the employment contract at the initiative of the employer the periods provided for shall apply in all cases, except in Section VI of this Code except for cases where other notice periods are established for certain categories of employees.

Employer in the first part of this article has the right to replace the specified employee's notice periods with monetary compensation corresponding to the duration of the notice period. Payment of monetary compensation to the employee in proportion to the notice period does not release the employer from the obligation to make other payments provided for by the law, as well as other payments, if they are provided for in other legal documents on labor or in the labor contract. .

Within the period of notice to the employee, except for the notice of termination of the labor relations due to his guilty actions (inaction), the employee is given the right to stay away from work for at least one day a week in order to search for another job, with the salary for this time being kept.

The employee's notice period does not include periods of temporary incapacity for work, as well as the time when the employee performed state or public duties, including the termination of labor relations due to the termination of the organization (its separate division).
except

Article 166. The employer's provision of information on the dismissal of employees

The employer in the fourth part of Article 137 of this Code, in the fifth part of Article 146 , in paragraphs 1 and 2 of the second part of Article 161 , Article 168, paragraph 6 of the first part the employee who intends to terminate the employment contract on the grounds provided for, is the employee to be dismissed.

Timely information on possible layoffs of employees to the employer's trade union committee or the relevant association of trade unions,

submits at least two months in advance and conducts consultations aimed at mitigating the consequences of dismissal.

The employer should enter the information about the future dismissal of each employee into the "Unified National Labor System" interdepartmental software-hardware complex no later than two months, indicating his profession, specialty, qualification and the amount of remuneration for his work. must bring it to the attention of the local labor body.

Article 167. An employment contract due to a change in the number (status) of employees of an organization (its separate division), an individual entrepreneur, due to a change in technology, production and labor organization, a reduction in the volume of work (products, services) preferential right to remain in employment upon termination

Due to changes in technology, production and labor organization, reduction in the volume of work (products, services), the number (staff) of employees of the organization, individual entrepreneur has changed, the employment contract is subject to Article 161 of this Code.

Clause 2 of the second part of Article upon cancellation, employees with higher qualifications and labor productivity are given a preferential right to stay at work.

If the qualifications and labor productivity are the same, preference is given to:

to employees who have two or more dependents;

to persons who do not have other self-employed employees in their family;

to employees with long-term work experience at this employer;

to employees who are improving their qualifications in the relevant specialty according to the labor contract in higher and secondary special, professional educational organizations without separation from production, and who graduated from higher and secondary special, professional educational organizations without separation from production to individuals for three years, provided that they work in their specialty after graduation;

to persons who are disabled at work or have an occupational disease in this organization;

to persons with disabilities; To

the participants of the war of 1941-1945 and to them according to benefits

to equal persons;

who have incentives and disciplinary sanctions for their work achievements

to non-employees;

persons suffering from radiation sickness and other diseases caused by accidents at nuclear facilities or who have experienced such diseases, persons with disabilities whose disability has been determined to be related to accidents at nuclear facilities , to the participants of the elimination of the consequences of these accidents and disasters, as well as to the persons who were evacuated or relocated from these objects and to other persons equivalent to them.

In the case of equality of skill and labor productivity, the employee who has an advantage in terms of the number of cases to be considered will enjoy the preferential right to stay at work. This article is in the second part of these cases The order in which they are listed is not important.

The collective agreement, if available, may provide for other circumstances in which employees are given preference in keeping them at work. These cases, if the employees have equal qualifications and labor productivity, and the first of this article and second parts are taken into account if they do not have advantages in front of each other.

Article 168. Termination of the employment contract due to circumstances beyond the will of the parties

The grounds for terminating the employment contract due to circumstances beyond the will of the parties are as follows:

1) the employee is called up for military or alternative service;

2) reinstatement of the employee who previously performed this work;

3) if the employee was sentenced to a punishment that excludes the possibility of continuing his previous work by any court decision, the court decision entered into legal force, as well as the employee was sent to a specialized treatment and prevention institution according to the court's decision;

4) violation of the established rules for employment, if allowed if it is not possible to eliminate the violation and it prevents the continuation of the work;

5) circumstances have arisen that prevent the continuation of labor relations in accordance with the law (the employee has been recognized as completely incapable of labor according to the medical opinion issued in the prescribed manner, as well as the right to use state secrets has been revoked, if the work performed requires the right to use such , deprivation of a permit or license to perform certain work, etc.);

6) the legal effect of the court decision on liquidation of the organization or termination of the activity of an individual entrepreneur who is an employer;

7) annulment of the court decision on reinstatement of the employee or Uzbekistan that the decision of the State Labor Inspectorate of the Ministry of Employment and Labor Relations of the Republic of Kazakhstan is annulled (recognized as illegal);

8) the death of the employee, as well as the fact that the employee is missing by the court being recognized or declared dead;

9) to the previous position (work) of a deputy of the Legislative Chamber of the Oliy Majlis of the Republic of Uzbekistan, as well as a member of the Senate who worked on a permanent basis in the Senate of the Oliy Majlis of the Republic of Uzbekistan, due to the expiration of the mandate or the dissolution of the Legislative Chamber and Senate of the Oliy Majlis of the Republic of Uzbekistan. returned;

10) other cases stipulated by law.

The employment contract is considered terminated in the following cases:

in case of death of the employer who is a natural person, as well as the work of a natural person when the giver is recognized by the court as dead or missing;

when an employee or an employer who is a natural person is recognized by the court as incompetent or limited in legal capacity, if this excludes the ability of the individual to perform the duties of the employer, and the employee to continue his previous work.

The employer [is in paragraph 6](#) of the first part of this article must notify the employee of the termination of the employment contract in writing (by signing) at least two months in advance or pay the employee monetary compensation corresponding to the duration of the notice period.

If, with the written consent of the employee, it is not possible to transfer him to another job available at the employer, the employment contract shall be terminated in accordance with Article [2](#) of the first part of this article. and [9-in clauses](#) cancellation is allowed on the grounds provided.

If the employer, with the written consent of the employee, took measures to transfer him to another job available at the employer, but the employee refused such a transfer, in cases of violation of the established rules of employment through no fault of the employee, labor contract [in paragraph 4](#) of the first part of this article cancellation is allowed on the grounds provided.

If the employer, with the written consent of the employee, took measures to transfer him to another job available at the employer, but the employee refused such a transfer, circumstances preventing the continuation of labor relations in cases that occur without the fault of the employee (except for the recognition of the employee as completely incapable of work according to a medical opinion), the employment contract is terminated in accordance with Article [5](#) of the first part of this article [in clause](#) cancellation is allowed on the grounds provided.

The employee is considered the fourth of this article , [fifth](#) and [sixth parts](#) implied transfer to another job [to Article 144](#) of this Code is carried out according to

Article 169. Termination of the employment contract due to non-election for a new term or failure to pass the competition or refusal to participate in the election or competition

If the law provides for the election of an employee to a position for a certain period of time or holding a periodical competition to occupy a certain position, the employment contract concluded with the employee occupying the corresponding position shall be concluded if the employee has not been elected for a new term or has not passed the competition or participated in the election or competition may be canceled due to refusal.

If it is recognized that the election or selection did not take place, the individual employment relationship with the employee holding the relevant position will continue. In this case, a new election or contest must be held no later than one month from the date of the election or contest being deemed not to have taken place (unless otherwise stipulated by law).

An employee who was previously elected or transferred to a relevant position by competition, if he did not submit the documents required by law for participation in the election or competition within the specified period, is recognized as having refused to participate in the election or competition.

Article 170. Termination of the employment contract

Termination of the employment contract is carried out by and formalized by order of the employer.

The last working day is the day the employment contract is terminated. If the last working day falls on a weekend or a non-working holiday or other non-working day, the first working day after that is considered the last working day.

In the order of the employer, the grounds for termination of the employment contract must be specified in a manner that is clearly consistent with the definitions of the articles (clauses) of this Code or other legal documents on labor with reference to the article (clause) of this Code or the relevant law.

When the employment contract is terminated on the grounds stipulated in the contract, the employer of [the third part of](#) this article in the order issued in compliance with the requirements, the basis for the termination of the employment contract with this employee should be a reference to the clause of the employment contract providing for this basis.

When the employment contract is terminated due to one gross violation of labor obligations by the employee, the clause of the internal labor procedure rules, the clause of the labor contract against the head of the organization, the statutes or statutes on discipline against himself shall be applied by order of the employer. and in relation to the employees to whom it is applied, if the employment contract with the employee has been terminated due to one gross violation of the labor obligations, the article (paragraph) of the relevant charter or regulation on the disciplinary provision for that violation shall apply. must be specified in addition.

The employer's employment contract is [defined in Article 168 of the first part of this Code](#). [to the clause](#) According to the order of cancellation, it should be indicated what rules of employment are violated, why they cannot be eliminated, and for what reason they prevent the continuation of labor relations.

The employment contract of the employer is [defined in Article 168 of the first part of this Code](#). [to the clause](#) According to the order on cancellation, it must be indicated what circumstances, provided by the legislation, prevent the continuation of individual labor relations.

Article 171. Issuance of a copy of the employment book and the order on termination of the employment contract

On the day of termination of the employment contract, the employer must provide the employee with his employment record or an extract from the electronic employment record, as well as a copy of the order on termination of the employment contract. Upon written application of the employee, the employer is obliged to provide him with duly certified copies of the work-related documents.

If the employee is absent or refuses to receive the documents on the day of the termination of the employment contract, he/she will receive the employment record or from the electronic employment record.

If it is not possible to provide the extract and the copy of the order on termination of the employment contract, the employer must send a notification to the employee no later than the next working day about the need to come to receive the work record or to agree to the work record being sent by mail. .

The employer is exempted from responsibility for the delay in issuing the work book from the date of sending the notification. The work book, which was not requested by the employee in time, must be issued by the employer no later than three days from the date of the employee's application for the issue of the work book.

The employer has the right to send a copy of the order on termination of the employment contract with a notice of submission of mail without obtaining the consent of the employee to send a copy of the order by mail. In case of loss or damage of the copy of the order on termination of the employment contract given to the employee, the employee has the right to apply to the employer for a new copy of such order, and this copy shall be given to the employee in the work it must be given to the provider no later than three days after the date of application.

Article 172. Settlement with the employee when the employment contract is terminated

When the employment contract is terminated, a settlement must be made with the employee.

Bill to the employee:

wages not received until the end;

compensations for all basic and additional vacations not used by the employee;

if the labor legislation or other legal documents on labor or the labor contract provide for the payment of other fees, it includes the payment of these fees.

Payment of all sums due to the employee by the employer shall be made on the day of termination of the employment contract with the employee.

If the employee did not work on the day of the termination of the employment contract, the relevant amounts must be paid no later than three days after the employee's request for settlement.

In the event that any payments (monthly, quarterly, year-end bonuses) are calculated to an employee whose employment contract has been terminated in the period after the termination of the employment contract, these payments shall be made within three days after the employee has made an appropriate request. will be done without delay.

In the event of a dispute regarding the amounts due to the employee upon termination of the employment contract, the employer shall determine the amount to which he is undoubtedly entitled in the [third part](#) of this article. must pay within the specified period.

Labor contract [in the second part](#) of Article 173 of this Code in the case of cancellation on the grounds listed, during the calculation, the employer shall pay the employee [in the second part](#) of this article must pay severance pay in addition to the stipulated payments.

[Article 165](#) of this Code on warning the employee about the termination of the employment contract In the event that the stipulated term is replaced by a proportionate monetary compensation, the employer must pay the appropriate compensation to the employee when the employment contract is terminated at the initiative of the employer.

Article 173. Severance pay

Severance pay is a one-time payment provided by the legislation, other legal documents on labor, and the labor contract, which is implemented in order to mitigate the consequences of the employee's loss of work when the employment contract with the employee is terminated on special grounds.

When the employment contract is terminated, severance pay is paid in the following cases:

at the initiative of the employer, except for the termination of the contract on grounds related to the employee's culpable actions (inaction);

1, 2 of the first part of Article 168 of this Code , **6** (in the part of ending the organization) and **9-in clauses** except for the cases in which the employer, who is a natural person, is recognized as incompetent due to circumstances beyond the control of the intended parties.

4 of the first part of Article 168 of this Code on employment contract and **paragraphs 5** severance pay shall be paid in accordance with the termination of employment, in addition to which the established rules of employment were violated due to the fault of the employee (concealing the court's verdict on the deprivation of the right to occupy certain positions or engage in certain activities, submitting false documents and others) or the actions of the employee lead to the occurrence of circumstances that prevent the continuation of individual labor relations in accordance with the law;

in connection with the employee's refusal to continue work under new working conditions;

due to the fact that the employee refused to be transferred to another job for which there is no instruction against him due to the state of his health according to the medical report, or the employer did not have a suitable job;

the attitude that the employee refused to move to another place with the employer with;

in connection with the fact that the employee refused to continue the work due to the change of ownership of the organization, its reorganization, departmental affiliation (subordination) change.

The amount of severance pay depends on the length of service at the employer and he:

for employees with up to three years of work experience - from fifty percent of the average monthly salary;

for employees with three to five years of work experience - from seventy-five percent of the average monthly salary;

for employees with five to ten years of work experience — average monthly work from one hundred percent of the fee;

for employees with ten to fifteen years of work experience - from one hundred and fifty percent of the average monthly salary;

for employees with more than fifteen years of work experience - of the average monthly salary cannot be less than two hundred percent.

In collective agreements, as well as collective agreements, internal documents, labor contracts, additional guarantees when paying severance pay to employees at the expense of the employer (part **three of** this article increased amounts of severance pay compared to those that have been strengthened, inclusion of the period of work of employees in a certain industry or a certain profession into the length of service that affects the amount of severance pay, an employee with the indicated length of service of employees who joined this organization at the suggestion of the employer taking into account the time worked in the organization where he previously worked), can be determined.

In case of termination of the employment contract with the employees on the grounds related to the guilty actions (inaction) of the employee, in the collective agreements, as well as in the collective agreement, internal documents, employment contract or by the employer, authorized bodies of the legal entity, the owner of the organization or the owners the decisions of the authorized persons may provide for the payment of severance benefits, compensations and/or assigning them any other payments in any form it's not.

Article 174. Legal consequences of illegal termination of employment contract

An employee who believes that the employment contract with him has been unlawfully terminated may directly address the employer or appeal the termination of the employment contract in accordance with the established procedure, including the court procedure.

The employee with whom the employment contract was illegally terminated shall provide him with his previous job and compensation for the material damage caused to him and moral damage (if the employee suffered moral or physical suffering as a result of the illegal termination of the employment contract if delivered) their demands for compensation should be satisfied.

The employer, who recognized the termination of the employment contract with the employee as illegal, must restore the employee to his previous job (position) and satisfy the employee's demands for compensation for material damage and moral damage. In this case, the issue of the amount of compensation for material damage and compensation for moral damage due to the employee shall be resolved according to the agreement between the employee and the employer. In this case, compensation for material damage to the employee cannot be less than the amount provided for in this Code. If the parties to the labor contract could not reach an agreement on the amount of compensation for material damage to the employee and (or) compensation for moral damage, the employer must pay the amount that is undoubtedly due to the employee, and an individual labor dispute is governed by this Code. [In Section VII](#) shall be resolved (arranged) using the mediation procedure or in court in the prescribed manner.

In the event that the employment contract with the employee is canceled as a result of illegal decisions of state bodies, the actions (inaction) of their officials, including the illegal conviction of the employee, in the event that the employment contract is not subject to the discretion of the parties, indemnification and moral damage compensation shall be carried out in accordance with the law.

To the employee due to the illegal termination of the employment contract compensation for material damage:

from compulsory payment of fees for compulsory idle time;

consists in compensating the additional expenses (consultations of experts, administrative expenses, etc.) related to the appeal against the termination of the employment contract.

The amount of moral damage compensation is determined by the court, taking into account the assessment of the employer's actions, but this amount cannot be less than the average monthly salary of the employee.

Instead of reinstatement, the court shall, at the employee's request, award additional compensation in the amount of not less than three months' salary (in [the fourth part](#) of this article except as provided) may charge.

The legality of the termination of the employment contract during the review of disputes the burden of proof rests with the employer.

§ 6. Protection of employee's personal information

Article 175. Personal data of the employee The

information about the facts, events and circumstances in the life of the employee and his family members provided to the employer due to labor relations is the personal data of the employee.

Personal information includes the following information about an employee:
surname, first name, patronymic, date and place of birth;
personal identification number of an individual (if available);
information (when and which educational institutions he graduated from, diploma numbers, field of preparation for the diploma or specialty, qualifications);
work performed since the beginning of work (including military service);

registered address of permanent or temporary residence; passport data (series, number, by whom and when issued) and identification ID card data; personal phone number, email address; military service, information on military registration (in reserve for citizens and persons subject to military service); taxpayer identification number; personal savings account number; mandatory medical examination results; grounds for terminating the employment contract with the employee; marital status, surname, first name, father's name and dates of birth of close relatives; other information about the facts, events and circumstances in the life of the employee and (or) his family members that became known to the employer.

Information about the employee's personal data belongs to the category of confidential information.

Article 176. General when processing employee's personal data requirements and guarantees of their protection

When processing personal data (collecting, systematizing, storing, changing, completing, using, providing, distributing, transferring, expropriating, or when performing a single action or set of actions to do q):

the size and content of the employee's information about the person being processed to comply with the provisions of the law on personal data in determining;

it is necessary to obtain all personal information of the employee from the employee himself. If the employee's personal data can be obtained only from third parties, the employee must be informed in advance and receive written consent from him, from which personal data (medical examination results, qualification and other conclusion on the results of evaluations, etc.) to which third parties the employee was sent by this employer in accordance with the law, except for the cases of receiving from those third parties;

notifying the employee about the purposes, expected sources and methods of obtaining personal information, as well as the nature of the personal information to be obtained and the consequences of the employee's refusal to give written consent to receive it;

from illegal use of employee's personal information or providing protection against loss at the expense of the employer's personal funds;

familiarize employees and their representatives with the documents available at the employer, which determine the procedure for processing personal data of employees, as well as their rights and obligations in this field;

must develop measures to protect personal data of employees together with representatives of employees.

Unless otherwise provided for in this Code and another law, the employer and its representatives have the right to receive and process personal information about the employee's membership in public associations or trade union activity.
it's not.

Use of employee's personal information by the employer's representatives should be carried out only in accordance with the employee's work obligations.

The representatives of the employer who process the personal data of the employees must not allow the disclosure of the personal data entrusted to them or that became known to them due to the performance of their work duties.

Article 177. Invalidity of the terms of the employment contract, the rules of internal documents on the refusal of the employee to protect his personal information

The terms of the employment contract, other agreements between the employee and the employer, the provisions of internal documents, which provide for the employee's refusal to protect his personal data or worsen the position of the employee in the field of protection of his personal data in relation to the law, are valid maybe not.

Article 178. Storage, use and disclosure of personal information of employees

The procedure for storing, using and providing personal data of employees is determined by the employer in compliance with the requirements of this Code and other laws.

When providing personal data of an employee, the employer must comply with the following requirements:

not to report the employee's personal data to a third party without his written consent, except for the cases where reporting is necessary in order to prevent a threat to the employee's life and health, as well as in other cases provided for by this Code and other laws;

not to communicate the employee's personal information for commercial purposes without his written consent;

to warn the persons who receive the employee's personal data that this data can be used only for the purposes for which they were reported, and require individuals to confirm compliance with this rule. The persons who receive the employee's personal data are obliged to observe the confidentiality regime. This provision does not apply to the sharing of personal information of employees in the manner established by this Code and other laws;

providing the employee's personal information within one organization, in one individual entrepreneur, in accordance with the internal document that must be introduced by the employee with a signature;

to allow the use of personal data of employees only to specially authorized persons, in which case these persons should have the right to receive only the personal data of the employee necessary for the performance of certain work duties;

not to request information about the employee's state of health, except for information related to the issue of the employee's ability to perform labor duties;

the transfer of personal information of the employee to the representatives of the employees in the manner established by this Code and other laws and limiting this information only to the personal information necessary for the fulfillment of their duties by the specified representatives.

Article 179. The rights of the employee to ensure the protection of his personal data stored by the employer

In order to ensure the protection of personal data stored by the employer, the employee has the following rights:

to receive complete information about his personal data and the processing of this data;

the free use of his personal information, including the right to obtain copies of any records containing the employee's personal information, except as provided by law;

designate a representative to protect his personal data;

use of medical documents reflecting the state of health;

it is correct to remove, correct or complete incomplete personal data, as well as data processed in violation of this Code or other legal requirements demand about;

all persons to whom the employee's incorrect or incomplete personal information was previously communicated must be notified by the employer of all exceptions, corrections or additions made to this information demand about;

appeal against all illegal decisions, actions (inaction) of the employer during the processing and protection of his personal data, including appeal to the court.

In the event that the employer refuses to remove, correct or complete the employee's personal data, he has the right to inform the employer of his objection to the relevant grounds in writing.

Article 180. Legal consequences of violation of the order of processing and protection of employee's personal data by the employer

If the violation of the procedure for processing and protecting the employee's personal data by the employer causes the employee to be illegally deprived of the opportunity to work or leads to a decrease in the amount of remuneration for the employee's work, the deprived employee the obligation to compensate the wages shall be borne by the employer who committed this violation through his own fault.

Defamation of the employee's name by the employer and true in case of dissemination of inappropriate information, the employer must reject this information.

Chapter 13. Working time

§ 1. General rules

Article 181. Concept and types of working time

The time during which the employee has to fulfill his labor obligations in accordance with the rules of the internal labor procedure, work (work) schedules divided into shifts, other internal documents or the terms of the labor contract is the working time.

Working hours include:

the time when the employee actually performed his work duties;
periods of time provided for in this Code (time left idle through no fault of the employee, breaks related to technology and production and labor organization, breaks for feeding the child, etc.), as well as in the labor legislation and the labor law other time periods stipulated by other legal documents, including the time of performing the main and preparatory-final work (obtaining clothes, materials, equipment, equipment, familiarization with documents, preparing and cleaning the workplace, handing over the finished product, etc.).

The types of working hours are:

normal length of working hours;
reduced duration of working hours;
part time.

Article 182. Normal length of working hours

The normal length of working time for an employee is a five-day or six-day work week may not exceed forty hours per week.

Article 183. Reduced duration of working hours

employees of certain categories, taking into account their age, state of health, working conditions, specific characteristics of work tasks and other circumstances, in accordance with the legislation and other legal documents on labor, as well as the terms of the labor contract. reduced duration of working time is determined without reducing the salary.

The reduced duration of working hours is defined in the mandatory manner as follows:
to employees under the age of eighteen (Article 415 of this Code);

Employees with group I and II disabilities (first. of article 427 of this Code part);
to employees employed in jobs with unfavorable working conditions (Article [477](#) of this Code article);
medicine, whose work is associated with high level of mental, mental, nervous tension employees, pedagogues and other categories of employees (Article [184](#) of this Code);
children under the age of three working in budget-financed organizations to one of his parents (guardian) (the [first part of Article 397](#) of this Code).

Article 184. The work is associated with a high level of mental, mental and nervous tension reduced duration of working hours for employees

The length of working time for medical workers, educators and other categories of employees whose work is associated with a high level of mental, mental and nervous stress, that is, of a special nature, is a maximum of thirty-six hours per week. is defined as The list of such employees and the exact duration of their working hours shall be determined by the Cabinet of Ministers of the Republic of Uzbekistan, but shall not exceed the duration of working hours specified in this article.

Article 185. Duration of daily work (shift).

Duration of daily work (shift):

- a) for employees whose normal length of working time is determined for themselves:
in a six-day working week - seven hours;
in a five-day working week - eight hours;
- b) for employees under the age of eighteen - [in Article 416](#) of this Code of the specified duration;
- c) for employees with disabilities - [in the second part](#) of Article 427 of this Code of the specified duration;
- g) for employees employed in jobs with unfavorable working conditions - [in Article 478](#) of this Code cannot exceed the specified duration.

Social and labor issues by the Cabinet of Ministers of the Republic of Uzbekistan for creative employees of cultural and entertainment organizations, television, radio broadcasting organizations and other mass media, professional athletes, as well as other persons participating in the creation and (or) performance (demonstration) of works According to the agreement with the tripartite commission of the republic, the duration of the daily work (shift) can be determined in accordance with the legislation, internal documents, collective agreement or labor contract.

In case of introduction of cumulative accounting of working time in the organization, [Article 199](#) of this Code in the [article](#) the implied rules apply.

Article 186. Part-time work

According to the agreement of the parties to the employment contract, during the hiring of the employee and later part-time work (part-time working day (shift) and (or) part-time working week, including when the working day is divided into parts) can be defined. Part-time working hours can be set both indefinitely and for any period agreed upon by the parties to the employment contract.

Employer: [to](#)

[Article 398](#) of this Code a pregnant woman, a child under the age of fourteen (a child with a disability under the age of sixteen), one of the parents (a person who replaces the parent), as well as a sick person in the family according to a medical report at the request of the person providing care;

at the request of a person with a disability, if the determination of working hours for this person is in accordance with the [second part of](#) Article 424 of this Code provided in the recommendations of the appropriate medical and social expert commission;

In other cases stipulated by this Code or other legal documents on labor, he must set a part-time working day.

In the second part of this article for the listed persons, part-time working time is set for a period convenient for the employee, but not longer than the period when there are circumstances that are the basis for mandatory setting of part-time working time, working time and rest the mode of working time, including the duration of daily work (shift), the time of the start and end of work, and the time of work breaks are determined according to the wishes of the employee, taking into account the production (work) conditions at this employer. In this case, the duration of part-time working hours and the working regime of persons with disabilities should be determined in accordance with the recommendations of the medical and social expert commission.

When working under part-time working conditions, payment of the employee's labor is earned by him it is done in proportion to the time or according to the volume of the work done by him.

Part-time work does not cause any restrictions on the length of annual basic vacation, calculation of length of service and other labor rights for employees.

Article 187. Duration of work on the eve of non-working holidays

On the eve of non-working holidays, the duration of each day's work (shift) is reduced by at least one hour for all employees.

Overtime in continuous working organizations and certain types of work where it is not possible to reduce the duration of the work (shift) on the day before the holiday is compensated by giving the employee additional rest time or paying a fee for overtime work with the consent of the employee according to the established norms will be done.

Article 188. Duration of night work

The time from 22:00 to 6:00 is night time.

If at least half of the duration of the daily work (shift) set for the employee falls on the night time, the duration of the night work is reduced by one hour, the duration of the working week is correspondingly reduced, and then it is not worked.

If the collective agreement does not provide otherwise, the duration of night work (shift) is not reduced for employees with a reduced duration of working hours, as well as for employees specially accepted for night work.

In cases where it is necessary according to working conditions, as well as during shift work in a six-day working week, the duration of night work is equal to the duration of daytime work. This list of tasks can be determined by the employer in agreement with the trade union committee in the collective agreement, if it has not been drawn up.

Recruiting employees to night work in the second part of Article 396 of this Code, In the first part of Article 417 and Article 428 is carried out subject to the specified restrictions.

Payment for night work according to Article 264 of this Code is carried out according to

Article 189. Overtime work

Except for the duration of working hours set by the employer for the employee employment is considered part-time work.

The procedure for determining the amount of overtime hours depends on the type of time accounting.

When working hours are taken into account daily, work that exceeds the duration of the daily working time (shift) determined for the employee is considered overtime work.

When working hours are taken into account weekly, work that exceeds the duration of the weekly working hours established for the employee is considered overtime work.

For the accounting period exceeding one week when the working time is taken into account, work beyond the duration of the working time set for the employee is considered as overtime work.

It is allowed for the employer to engage the employee to work outside working hours without his consent in the following cases:

1) prevention or elimination of the consequences of natural or man-made disasters, industrial accidents, industrial accidents, as well as fires, floods, earthquakes, epidemics or epizootics, and other threats to the life or normal living conditions of the population or part of it. when the works performed in special cases are carried out;

2) socially necessary work to eliminate unexpected situations that disrupt the normal operation of centralized hot water supply, cold water supply and (or) water supply systems, gas supply, heat supply, lighting, transport, communication systems when implemented;

3) if a break in work is not allowed, to continue work when the employee changing the shift does not come. In this case, the employer must immediately take measures to replace the shifter with another employee.

[2](#) of the sixth part of this article and [in clauses 3](#) in the cases provided for, it is allowed for the employer to involve the employee in work outside of working hours within the scope of the employee's work duties.

[In the sixth part](#) of this article In addition to the specified cases, employment outside working hours is allowed with the written consent of the employee.

When the duration of the work shift is twelve hours, as well as in cases where working conditions are extremely harmful and extremely dangerous, overtime work is not allowed.

[396](#) of this Code on employment outside of working hours , [In the first part](#) of articles 417 and [Article 428](#) is carried out subject to the specified restrictions.

Compensation and payment for overtime work is provided for in [Article 262](#) of this Code. [to the article](#) is carried out according to

Article 190. Maximum duration of overtime work

The duration of overtime work for an employee should not exceed four hours for two consecutive days (two hours in one day in cases of unfavorable working conditions) and one hundred and twenty hours per year.

The employer must ensure that the duration of the employee's overtime work is accurately taken into account.

§ 2. Working time mode and accounting for it

Article 191. The concept of working time mode and the procedure for setting it

The distribution of working time during a certain calendar period (when using cumulative accounting of working hours, during the period exceeding the week of the accounting period) is the working time regime.

The working time regime determines the following: the type and duration of the work week (five-day work week with two days off, six-day work week with one day off, work week with days off according to a variable schedule, part-time work week) ;

working day (shift) starting and ending time and its duration;
breaks for rest and meals, as well as in labor legislation
or the time of other breaks stipulated by other legal documents on labor;
alternation of working days and non-working days;
the number of shifts per day;
the sequence of exchange of employees by shifts.

The regime of working hours is defined in the rules of the internal labor procedure, work schedules divided into shifts, other internal documents, and in their absence, in the labor contract. Labor

the contract may provide for the establishment of a personal working time regime for the employee that differs from the general working time regime stipulated in the rules of the internal labor procedure, work schedules divided into shifts or other internal documents.

Article 192. Working hours in shift work

Work in two or more shifts is considered shift work. Shift work is introduced in cases where the duration of the production process (work) exceeds the specified duration of daily work, as well as for more efficient use of equipment and to increase the volume of production (works, services).

In shift work, the working time regime is determined by the work schedule divided into shifts. Employees regularly take turns in shifts.

It is prohibited to engage an employee to work for two consecutive shifts. The minimum daily rest period between shifts (from the end of one shift to the beginning of the next shift) shall be at least twelve hours, including rest and meal breaks.

Article 193. Flexible runtime mode

The flexible working time regime is a method of organizing working time, in which it is allowed to regulate the beginning, end and general duration of the working day for individual employees or groups of employees within a certain framework.

In this case, it is required to complete the cumulative amount of working hours set for the employee within the accepted accounting period (working day, week, month, etc.).

Flexible working hours include:

variable (flexible) time — at the beginning and end of the working day (shift).
is the time within which the employee has the right to start and end work at his own will;

fixed time - the time when employees must be present at work according to the flexible working time regime;

[to Article 204](#) of this Code accordingly, as a rule, a fixed working time is divided into approximately two equal parts, a break for rest and a meal. Its actual duration is not included in the working time;

is the length of the accounting period that defines the calendar time (working day, week, month, quarter, etc.), during which the employee must work out the norm of working hours set for him.

In the flexible working time mode, the duration of the accounting period is one working day during work, the norm of working hours established for the employee must be worked out every day.

If the duration of the accounting period exceeds a working day, the norm of working hours set for the employee must be worked out by the employee for the relevant accounting period (week, month, quarter, etc.).

In cases where the duration of the accounting period exceeds one week, [Article 199](#) of this Code [to the article](#) it should be provided to take into account the total working time determined in accordance with

The maximum duration of flexible time during the working day should not exceed twelve hours, including rest and meal breaks, and the sum of working hours for the accounting period should be equal to the norm of hours established for the employee in this period.

Article 194. Working day (shift) divided into parts

The working day can be divided into parts in cases where it is necessary due to the specific characteristics of the work to be performed, as well as during the work day (shift). If a break of more than two hours is provided for an employee during the working day, the working day is recognized as divided into parts.

The total duration of working time when the working day is divided into parts should not exceed the specified duration.

The time of breaks during the working day, given in connection with the division of the working day into parts, is not included in the working time.

The decision on the division of the working day into parts, the list of works for which this working time regime is introduced, the amount of overtime paid to employees who perform labor activities divided into parts of the working day is in the collective agreement, in agreement with the trade union committee. according to the internal documents accepted by the employer.

Article 195. The employee was sent on a temporary business trip to another employer in case of runtime mode

In the event that an employee is sent on a temporary business trip to another employer, the working hours regime established by the employer to whom the employee was sent on a temporary business trip shall be applied to the employee. except for the cases where the individual working time regime different from the general one is provided by the employer.

Article 196. Working hours on a business trip

Depending on the purpose of the business trip, the working time regime established by the employer to whom the employee was sent on a business trip is applied, or the working hours on a business trip are applied by the employer who sent the employee on a business trip. determined by the assignment of the business trip to be confirmed.

Article 197. Peculiarities of the working time regime of certain categories of employees

Specific features of the working time regime for certain categories of employees (partners, self-employed persons, home workers and remote workers, as well as part-time employees, etc.) are set out in Section VI of this Code . defined.

The working hours of transport, communications workers, lifeguards, persons working on personal computers, video display terminals, organizational equipment and other employees whose work has specific characteristics are determined taking into account the requirements stipulated in the legislation, as well as sanitary norms and rules.

Article 198. The concept and types of time accounting

Time accounting is the determination of the time actually worked by each employee by recording work attendances in order to ensure that the established norms of working hours are monitored by employees for the relevant accounting period.

The following types of time accounting depending on the duration of the accounting period may mean:

daily accounting, in which the accounting period is equal to one day. In daily accounting, the employee works for the same number of working hours during each working day and fulfills the set norm of working hours every day;

weekly accounting, where the accounting period is one week. When calculating working hours on a weekly basis, provided that the established norm of working hours during the week is observed, the duration of daily work may be different, but in Article 185 of this Code should not be more than specified;

cumulative accounting, in which the accounting period for which the employee must work out the norm of working hours exceeds one week. The duration of daily or weekly work in the total calculation of working time is in Article 199 of this Code hours of the working day or working week may deviate from the norm within the specified range. In this regard, overwork or underwork that occurs in certain calendar periods must be balanced in such a way that the sum of hours for the accounting period is equal to the norm of working time for this period.

The norm of working hours for the accounting period is determined based on the daily (daily accounting) or weekly (weekly and cumulative accounting) duration of the working hours set for the relevant category of employees. Part-time (shift) and (or) part-time work

the normal number of working hours in the accounting period for employees working in a week is reduced accordingly.

Article 199. The procedure for determining and applying cumulative accounting of working hours

If, due to production (work) conditions, it is not possible for the employer to observe the daily or weekly duration of working hours set for this category of employees (including those employed in unfavorable working conditions), the introduction of cumulative accounting of working hours is allowed.

If the length of working time does not exceed the norm of working hours for the accounting period of Basharti, the cumulative accounting of working time can be introduced. In this case, the accounting period should not exceed twelve months, and the duration of daily work (shift) should not exceed twelve hours.

The procedure for applying cumulative accounting of working hours and, if necessary, measures aimed at equalizing the amount of wages paid to employees during the accounting period shall be determined in the collective agreement, if the collective agreement is not concluded, the employer shall add a trade union. It is determined according to the agreement with Mita.

Cumulative accounting of working hours involves some categories of employees to work outside of working hours is determined subject to the restrictions set for achieving.

Article 200. Obligation of the employer to organize the accounting of working hours

The employer organizes the accounting of the arrival and departure of employees
a must

Accounting for coming to work and leaving work is carried out in the prescribed form of time tables and other documents, and can also be recorded using hardware, software and software tools.

The time of actual performance of labor duties by the employee, as well as [the second part of Article 181](#) of this Code other periods included in the corresponding working hours should be taken into account.

The time worked includes the time of overtime work, occasional work of employees, business trips, and work related to internal correspondence.

Unearned time includes paid and unpaid time, as well as losses of working time due to the fault of the employee, as well as losses through no fault of the employee.

The time of the employee's actual fulfillment of labor duties is based on the time when the employee arrives at the place of work according to the rules of the internal labor procedure, the schedule of work (working in shifts) or the special instructions of the employer, and is actually free from work on this working day (shift). is taken into account until

Travel time from the place of residence to the permanent place of work (permanent meeting place) and back, for the way from the entrance to the place of work, for changing clothes before and after work, registration when leaving work the time required for the transition is not included in the time actually performed by the employee and is not taken into account.

Chapter 14. Rest time

§ 1. General rules

Article 201. Concept and types of vacation time

Vacation time is the time when the employee is free from work duties and can use at his discretion.

The types of time off are:

breaks during the working day (shift);
daily (between shifts) rest;

weekends (uninterrupted weekly rest);
non-working holidays;
annual basic and additional work holidays;
additional days off work provided as compensation for working on a day off or a non-working holiday at the employee's request, as well as a day off given to donors after each day of blood and blood components donation.

Article 202. Rest of the employee's release from work duties periods of no time

Periods of release from work duties, which are given to the employee not for rest, but for other purposes, are not included in rest time. Such periods include:

additional days off from work given to the employee for employment during the notice period for termination of the employment contract at the initiative of the employer;

additional days off from work given to one of the parents (substitute parent) raising a child with a disability up to the age of sixteen;

days off from work given to pregnant women;

on the day of medical examination of donors and blood and its components
day off from work;

social leave: pregnancy and maternity leave, childcare leave, educational leave
vacations and creative holidays;

periods during which the employee performs state or public duties;

periods in which obligations are fulfilled in the interest of the employer and the labor team;

periods of temporary incapacity for work of the employee;

other periods of release of the employee from the performance of labor obligations, given to the employee not for rest, but for other purposes specified in the labor legislation and other legal documents on labor.

Article 203. The employee's right to rest guaranteed by law the invalidity of the provisions of restrictive documents

The provisions of the collective agreements, as well as the provisions of the collective agreement and other internal documents of the employer, the conditions of the employment contract, which limit the employee's right to rest guaranteed by law, including the reduction of the duration of the rest period specified in the labor legislation, are invalid.

§ 2. Breaks at work. Weekends and non-working holidays

Article 204. Breaks for rest and meals

During the working day (shift), the employee must be given a break for rest and meals, the duration of which is no more than two hours and no less than thirty minutes, which is not included in the working time. In the rules of the internal labor procedure or in the labor contract, if the duration of the daily work (shift) determined for the employee does not exceed four hours, it may be stipulated that he will not be given this break.

The time to give a break for rest and meals and its exact duration are internal determined in the rules of the labor procedure or according to the agreement between the employee and the employer.

Break time for rest and meals is generally for all employees or structural may be specified separately for units, brigades and certain groups of employees.

Employees use the break for rest and meals at their own discretion. This time they can leave the workplace.

If the working day (shift) lasts more than eight hours, the employee must be given two breaks for rest and meals.

In cases where it is not possible to take breaks for rest and meals due to production (work) conditions, the employer must provide the employee with the opportunity to rest and eat during working hours. The list of such jobs, as well as places for rest and eating, are determined by internal labor regulations.

In the legislation, sanitary norms and rules for certain categories of employees to rest and special features of giving a meal break can be considered.

Article 205. Additional breaks during the working day (shift).

During the working day (shift), in addition to breaks for rest and meals, employees are given the following additional breaks:

breaks related to technology and organization of production and labor or specific features of this type of work, defined in legislation, sanitary norms and rules or other legal documents on labor;

special breaks for persons who work outdoors or in unheated or unheated closed rooms during the hot or cold season of the year, as well as those engaged in loading and unloading. The employer must provide rooms equipped with equipment for heating and cooling and suitable for employees to rest. Such breaks are determined on the basis of the list of work, temperature indicators, as well as the periodicity and duration of these breaks based on attestation of workplaces with regard to working conditions and the risk of injury to equipment;

breaks to feed the child.

[In the first part](#) of this article the listed breaks are included in the working time.

Labor legislation and other legal documents on labor may provide for giving employees other breaks that may or may not be included in working hours during the working day.

Article 206. Duration of daily (between shifts) rest

The length of daily rest (between shifts) between the end of work and the beginning of the next day (shift), including a break for rest and meals, cannot be less than twelve hours.

Article 207. Weekends (uninterrupted weekly rest)

Employees are given days off every week.

In a five-day work week, employees are given two days off per week, and in a six-day work week, one day off. Different types of working week may be defined for employees working under an employment contract with one employer, depending on the specifics of the work to be performed.

In the five-day and six-day working weeks, the general day off is Sunday. The second day off in a five-day working week is defined in the collective agreement or internal labor regulations or in the work schedules divided into shifts, and in their absence, in the labor contract.

Employees (groups of employees) who are employed in continuously working productions or in productions where it is not possible to stop work on weekends due to production and technical conditions or due to the need to provide continuous service to the population, as well as employees (groups of employees) weekends are given alternately on different days of the week according to the rules of the internal labor procedure, work schedules divided into shifts.

Article 208. Non-working holidays

The following days are non-working holidays:

January 1 — New Year;

March 8 — Women's Day;

March 21 — Nowruz holiday;
May 9 — Day of Remembrance and Appreciation;
September 1 — Independence Day;
October 1 — Day of teachers and coaches;
December 8 — Constitution Day of the Republic of Uzbekistan;
The first day of the religious holiday of Eid al-Fitr;
The first day of the religious holiday of Eid al-Adha.

If the day off falls on a non-working holiday, the day off will be moved to the next working day. In this case, due to production-technical and organizational conditions (existing continuous production, daily service to the population, working on a shift basis, etc.), holidays that are not working are not transferred to work that cannot be suspended. .

In order for employees to use weekends and non-working holidays rationally, holidays can be moved to other days by the Decree of the President of the Republic of Uzbekistan.

Article 209. Prohibition of working on weekends and non-working holidays

It is prohibited to work on weekends and non-working holidays, except for the cases stipulated by this Code.

If the subsequent normal operation of the organization as a whole or its separate structural units, individual entrepreneur depends on the urgent completion of any unexpected work, in case it is necessary to perform those works, to attract employees to work on weekends and non-working holidays with their written consent.

If the subsequent normal operation of the organization as a whole or its separate structural units depends on the urgent completion of unforeseen tasks, the list of those tasks is included in the collective agreement, if it has not been drawn up, according to the agreement with the trade union committee. It is determined by the employer, and in cases where the individual entrepreneur is the employer, it is determined in the labor contract.

On non-working holidays, work (services) that cannot be suspended due to production and technical conditions (organizations that work continuously), work caused by the need to provide services to the population, as well as repairs and load increases that cannot be delayed - unloading operations are allowed.

Creative employees of cultural and entertainment organizations, television, radio broadcasting organizations and other mass media, professional sportsmen, as well as other persons participating in the creation and (or) performance (demonstration) of works by the Cabinet of Ministers of the Republic of Uzbekistan on social and labor issues In accordance with the agreement with the tripartite commission of the republic, in accordance with the approved lists of jobs, professions, and positions, it is allowed to engage in work on weekends and non-working holidays in the order specified in the collective agreement, internal documents, and the labor contract.

Payment for work on weekends or non-working holidays according to Article 263 of this Code is carried out according to

Article 210. Employees' days off and non-working holidays special cases of employment without their consent

Working on weekends and non-working holidays without the employee's consent is not allowed, except for the following cases:

1) prevention or elimination of the consequences of natural or man-made disasters, industrial accidents, industrial accidents, as well as fires, floods, earthquakes, epidemics or epizootics, and the population

or for the implementation of works performed in other special cases that threaten the life or normal living conditions of a part of it;

2) to prevent accidents;

3) socially necessary work to eliminate unexpected situations that disrupt the normal operation of centralized hot water supply, cold water supply and (or) water supply systems, gas supply, heat supply, lighting, transport, communication systems to be implemented;

4) to prevent destruction or damage to the employer's property.

Paragraph 3 of the first part of this article according to the specified circumstances, it is allowed to engage employees to work on weekends and non-working holidays within the scope of the employee's work duties.

Article 211. Restriction of employment on weekends and non-working holidays

Limiting the number of days of rest and non-working holidays for which employees are involved in work, in accordance with [Article 210](#) of this Code may be determined by the collective agreement or by the employer in accordance with the agreement with the trade union committee, except for the specified cases.

[Article 396](#) of this Code when working on days off and non-working holidays 417-
in the first part of the articles and [Article 428](#) restrictions on certain categories of employees should be observed.

Non-compliance by the employer with the restrictions established by this Code and the procedure for engaging the employee to work on a day off or a non-working holiday shall entitle the employer to pay the employee for such work in accordance with Article 263 of this Code . does not exempt from the obligation to implement in the stipulated amount.

Article 212. Engage the employee to work on a day off or non-working holiday to formalize the achievement

Recruiting employees to work on a day off or non-working holiday is formalized by order of the employer. An employee's consent to work on a day off or a non-working holiday can be obtained by the employee by submitting an appropriate application or by the employee signing an order of the employer that the employee agrees to work on a day off or a non-working holiday.

When an employee is brought to work on a day off or non-working holiday without his consent, by order of the employer in [Article 210](#) of this Code the specified exception must be specified.

§ 3. General rules on holidays

Article 213. Types of holidays

Labor activities based on the employment contract concluded with the employer in this Code
The following types of vacations are provided for employees:

annual work leave;

social holidays;

leave with partial salary;

leave without pay.

Article 214. Guarantees of ensuring the employee's right to vacation Employer:

provide employees with holidays guaranteed by law;

ensure that employees are granted vacations of a duration not less than that guaranteed by law;

compliance with the leave granting procedure;

must provide employees with additional rights and guarantees in the field of vacations provided for in collective agreements, as well as collective agreements and other legal documents on labor or employment contracts.

Article 215. Guarantees of keeping the employee's job (position) while on vacation

[Article 213](#) of this Code the employee's job (position) will be preserved during the period of the provided vacations, and the termination of the employment contract concluded with the employee at the initiative of the employer is not allowed.

In the [first part](#) of this article, it is not allowed to keep the employee's job (position) during the vacation period and cancel the employment contract concluded with the employee. Provisions provided for in the employment contract:

at the initiative of the employer, Article 161 of the second part of this Code, [1-](#) to the clause according to does not apply to termination on grounds unrelated to the initiative of the employer.

§ 4. Annual working leave

Article 216. Concept and types of annual work leave

Annual work leave is a period of time given to the employee every year during the working year, during which the employee is released from work while maintaining the job (position) and the average salary in order to rest and restore the ability to work.

All employees, including temporary employees, have the right to annual leave.

The types of annual work leave are as follows:

basic work leave (annual basic minimum or annual basic extended);

[in Article 222](#) of this Code additional work leave, which is calculated in addition to the main minimum or the main extended leave in the prescribed manner.

Article 217. The duration of the basic minimum annual leave

The duration of the basic annual minimum work holiday is twenty-one calendar days is enough.

Article 218. Basic annual extended leave

The following are basic annual leave taking into account age and health status extended leave is granted:

to persons under eighteen years of age - thirty calendar days;

Employees with group I and II disabilities — thirty calendar days.

Employees of state authorities and administrative bodies are granted an annual basic extended vacation of twenty-seven calendar days, except for cases where the law stipulates a longer duration of the annual basic extended vacation for certain categories of state employees. except

Annual basic extended vacations are also determined for certain categories of employees depending on specific aspects and characteristics of work duties and other circumstances.

The list of employees who have the right to receive such vacations and the duration of these vacations are determined by legislation.

In addition to what is specified in the legislation, granting annual basic extended vacations, as well as increasing the duration of the annual basic extended vacation compared to its duration guaranteed by law, can be provided for in collective agreements, as well as in collective agreements, internal documents, and labor contracts.

Article 219. Additional annual leave

Annual additional holidays:

to Article 481 of this Code to employees who are employed in jobs with unfavorable working conditions;

to Article 483 of this Code according to work in unfavorable natural and climatic conditions to performing employees;

to Article 220 of this Code to employees with many years of work experience in the same organization or network;

it is given in other cases stipulated by legislation, collective agreements, as well as collective agreement, internal documents, labor contract.

Article 220. Annual additional work leave given for many years of work experience in the same organization or network

For every five years of working in the same organization or network, the employee is granted additional annual leave of two calendar days, but no more than eight calendar days in total.

The first part of this article the rules are not applied to certain categories of employees who are provided with annual additional vacations for their length of service.

In legislation, collective agreements, as well as collective agreements, other internal documents or labor contracts, in the first part of this article It is possible to include the length of service in another employer or in another sector in the length of service giving the right to receive additional annual leave.

If the employee was hired at the employer's suggestion, in the first part of this article The length of service that gives the right to receive additional annual leave shall include the length of service at another employer. Employees of micro-enterprises in the first part of this article annual additional work leave provided for in the third part of Article 505 of this Code provided taking into account specific characteristics.

Article 221. Calculation of the duration of annual work holidays

The duration of annual main and additional vacations of employees is calendar is calculated in days.

Work on non-working public holidays that coincide with the annual labor holiday period are not taken into account when determining the duration of their vacations.

In the cases stipulated by the legislation, the duration of the annual basic and additional vacations given to certain categories of employees is calculated in working days according to the calendar from the six-day working week.

Article 222. The procedure for aggregating annual basic and additional work holidays

Additional holidays when calculating the total duration of annual work leave shall be added to the annual basic minimum leave or the annual basic extended leave.

In all cases, their duration is the same when aggregating holidays established by law cannot exceed fifty-six calendar days for a working year.

In the second part of this article the mentioned restriction does not apply to working holidays specified in collective agreements, as well as in the collective agreement, internal documents of the employer adopted in accordance with the agreement with the trade union committee, or in the labor contract.

Article 223. Cases of calculating the duration of annual leave in proportion to the time worked

If during the working year the duration of the employee's annual leave has changed (due to the fact that a minor employee has reached the age of eighteen, he has lost the right to receive the main extended leave; the employee is diagnosed with group I or II disability and because of this, the right to receive extended leave has arisen; if the employee has worked part of the working year under normal working conditions, and the other part under unfavorable working conditions that give him the right to receive additional leave; the employee has transferred to another job during the working year conducted and labor in th

if the duration of the vacation is different from that of the work performed by the employee until it was transferred to him, etc.), the duration of the annual vacation is calculated in proportion to the time worked.

The temporary transfer of an employee to another job at the initiative of the employer due to the need for production or idleness should not lead to a decrease in the length of annual work leave compared to the length of work leave specified for the main work provided for in the labor contract.

Annual work leave for the first year of work is available to employees of the following categories provided in full duration with payment in proportion to the time provided:

Annual work leave is given to teaching staff and methodologists of educational organizations during the summer vacation of students. For the second and subsequent working years of this category of employees, annual leave is paid in full;

employees who worked for less than six months in the first year of work - when they are given work leave at the same time as the annual work leave for their main job. Employees who have worked for more than six months in the first year of work on a temporary basis shall be paid in full for the work leave granted in such work, as well as for the annual work leave in the following work years.

When the employment contract with the employee is terminated, the amount of compensation due to the employee for the annual vacation that was not used in the current working year, as well as the amount of the fee deducted for the vacation days that were not earned in the current working year, calculated in proportion to the time worked by the employee in the last working year is released.

Article 224. The procedure for calculating the length of annual vacation in proportion to the time worked

When calculating the length of annual work leave in proportion to the time worked, its length is calculated by dividing the full amount of annual basic and additional work leave by twelve and multiplying it by the number of fully worked months, defined by li.

In this case, extra days equal to or more than fifteen calendar days are rounded up as one month, and less than fifteen calendar days are not taken into account. In proportion to the working time, the number of vacation days taken in the calculation of the total duration is equal to 0.5, and the excesses are rounded up as one day, and less than 0.5 are excluded from the calculation.

Article 225. Work year

Working year means the working period of an employee at a particular employer, which is equal to twelve months and is calculated from the date of actual employment.

If Article 226 of this Code if the sum of the periods included in the relevant work year is less than twelve full calendar months, the employee's work year is postponed to the missing period.

Article 226. Calculating the length of service that entitles you to annual leave

The seniority sentence, which gives the right to annual basic work leave and additional leave for many years of work in the same organization or network, includes:

time actually worked during the working year;

the time when the employee did not actually work, but in accordance with the labor legislation and other legal documents on labor, the employment contract, his workplace (position) was kept, including annual vacation time, weekends, non-working holidays and other periods established by law;

compulsory absenteeism when the employment contract is unlawfully terminated, when the employee is transferred to another job or when he is removed from his job, and when the employee is restored to his previous job in the future;

if the non-passing of the medical examination or the non-passing of the examination of knowledge and skills in the field of labor protection occurred through no fault of the employee, from the compulsory medical examination

the period during which the employee who did not pass or did not pass the training in the field of labor protection and whose knowledge and skills was not checked;

if, according to the results of the service inspection, the fault of the employee in violation of labor obligations is not confirmed or the fact of violation of labor obligations itself is not confirmed, the period during which the employee was suspended from work during this service inspection;

the time of unpaid vacations granted at the employee's request, not exceeding two weeks during the working year;

other time periods stipulated in the collective agreements, as well as in the collective agreement and internal documents, in the conditions of the labor contract.

The following are not included in the length of service that gives the right to receive annual basic work leave:

the time the employee is absent from work without good reason;

the periods during which the employee was suspended from work, including [the fourth part of the first part of this article](#), [fifth](#) and [in the sixth paragraph](#) except as provided;

[the first](#) of Article 405 of this Code and [in the second parts](#) the intended child care leave time.

For work in harmful and (or) dangerous working conditions, as well as in unfavorable natural and climatic conditions, only the time actually worked in these conditions is included in the length of service that gives the right to receive annual additional vacations.

Article 227. The procedure for granting annual work leave for the first year of work

The employee has the right to use annual leave for the first year of work after six months of continuous work for this employer. According to the agreement of the parties to the labor contract, the employee can be given a vacation even after six months of work.

For organizations established for the first time, employees can be granted annual leave for the first year of work, provided that this leave is granted before the end of the first year of work, before or after six months of employment.

Until six months have passed, the following are granted annual leave at the discretion of the employee:

for women - before or after pregnancy and maternity leave;

to persons raising one or more children under the age of fourteen (a child with a disability under the age of sixteen) (single parents, including widows, widowers, divorced persons , to the wives of conscripts, substitutes for parents);

to persons under the age of eighteen;

a conscript who entered the service no later than three months after being discharged from the reserve to former military personnel who have completed their service;

To the participants of the war of 1941-1945 and to them according to their privileges to equal persons;

to employees with group I and II disabilities;

to those who are studying in educational organizations without leaving work, if they use their annual leave until the time of passing exams, tests (requirements), graduation qualification work, master's theses, coursework, laboratory work and other educational work if he wants to growl;

to other employees in collective agreements, as well as in other cases specified in the collective agreement or internal documents.

The first of this article , [second](#) and [third parts](#) in the specified cases, annual work leave is given in full duration and with full payment.

Employees who have worked for less than six months are entitled to annual leave for the first year of work at the same time as annual leave from their main job, in proportion to the time earned for work leave on a substitute basis. provided for a fee.

For substitutes who have worked for six months or more, for the first year of work, on a substitute basis

annual work leave, as well as work leave of employees of this category for the second and subsequent working years, regardless of when this leave is given during the work year, is paid in full.

The annual work leave for the teaching staff of the educational organizations, which is given during the summer vacation of the students, the annual work leave in the first year of work is in full duration during the summer vacation of the students, they are in this education regardless of the time he joined the organization, he is paid in proportion to the time he worked. Employees of this category are fully paid for their second and subsequent working years, regardless of when this leave is granted during the working year.

Article 228. The procedure for granting annual leave for the second and subsequent working years

For the second and subsequent working years, annual work leave is granted in accordance with the order of annual work leave, which is determined by the schedule of mandatory leave for the employer and the employee.

The vacation schedule is unionized by the employer until the beginning of the calendar year approved according to the agreement with the committee.

The employee must be notified about the time of annual leave at least fifteen days before the start of the leave.

According to the wish of the employee, the annual leave is at his convenience to the following must be given:

for women - before or after pregnancy and maternity leave;

to an employee who is using childcare leave before or after this leave;

to persons raising one or more children under the age of fourteen (a child with a disability under the age of sixteen) (single parents, including widows, widowers, to those who are divorced, to wives of military servicemen in full-time military service, to persons who are replacing parents);

to persons with group I and II disabilities;

To the participants of the war of 1941-1945 and to them according to their benefits to equal persons;

to persons under the age of eighteen;

to those who are studying in educational organizations without leaving work, if they use their annual leave until the time of passing exams, tests (requirements), graduation qualification work, master's theses, coursework, laboratory work and other educational work if he wants to growl;

"Honorary Donor of the Republic of Uzbekistan" badge to persons awarded;

to other employees in the cases specified in the collective agreements, as well as in the collective agreement or other internal documents.

Annual working leave for working men at their wife's discretion given during pregnancy and maternity leave.

The time of giving annual work leave specified in the table can be changed by agreement between the employee and the employer.

Article 229. Extending annual work leave or moving it to another period

Employees may extend their annual leave or for a different period in the following cases has the right to move:

during temporary incapacity for work;

when the period of pregnancy and maternity leave begins;

when the annual work vacation coincides with the study vacation;

when performing state or public duties, if the legislation provides for exemption from work for the performance of such duties;

in other cases stipulated in the collective agreements or the collective agreement.

If the reasons preventing the use of annual work leave arose before the start of the leave, according to the agreement between the employee and the employer

a new period of vacation use is determined. If such reasons arise during the vacation period, the vacation will be extended by the appropriate number of days, or the unused part of the vacation will be transferred to another period according to the agreement between the employee and the employer.

The employee must inform the employer in writing about the reasons that prevent him from using annual work leave.

If the employee [in the third part](#) of Article 228 of this Code was not notified in time about the time of the start of the vacation within the stipulated period, or until the start of the vacation, according to the [second part](#) of Article 233 of this Code if the remuneration for the corresponding vacation time is not paid, the annual vacation is transferred to another period according to the employee's application.

Article 230. Moving a part of the annual vacation to the next working year

Annual work leave shall be granted annually until the end of the working year in which this leave is granted need

In special cases where it is not possible to give full annual leave this year due to reasons of a production nature, with the consent of the employee, the part of the leave that exceeds fourteen calendar days is transferred to the next working year. it is perishable and must be used during this year.

Employees under the age of eighteen, employees with disabilities, annual leave, as well as Article [481](#) of this Code and [in articles 483](#) it is prohibited not to give the specified additional annual leave.

Article 231. Divide the annual work leave into parts

According to the agreement between the employee and the employer, the annual vacation can be divided into parts. In this case, at least one part of this vacation should not be less than fourteen calendar days.

Article 232. Recalling the employee from annual leave

Withdrawal from the annual work leave is allowed at any time of the leave only with the consent of the employee. In this regard, the unused part of the vacation may be given to the employee at another time during the current working year or in accordance with Article [230](#) of this Code. and [in Articles 231](#) must be given in the next working year, subject to the requirements.

Employees under the age of eighteen, pregnant women, and employees who are employed in extremely harmful and extremely difficult jobs are not allowed to be recalled from their annual vacation.

Article 233. Average salary for the time the employee is on annual leave to pay

[Article 257](#) of this Code to the employee for the time he is on annual leave the maintenance of the average salary is guaranteed.

Payment for annual vacation time is made within the terms specified in the collective agreement, internal documents or labor contract, but no later than the last working day before the vacation starts.

Article 234. Replacement of annual work leave with paid compensation

Upon termination of the employment contract, the employee shall be paid compensation for all unused annual basic and additional vacations.

[Article 217](#) of this Code allows employees to take annual leave at their discretion during the working period. monetary compensation may be paid beyond the specified minimum duration.

From all types of social leave granted to employees under the age of eighteen, employees with group I or II disabilities, annual extended basic work leave, as well as [481](#) of this Code and [in articles 483](#) the provided additional vacations are used in their original form and it is not allowed to replace them with paid compensation during the working period.

Article 235. Annual labor to the employee at the time of termination of the employment contract leave

Unused annual salary in the collective agreement, other internal documents, labor contract or upon termination of the labor contract according to the agreement between the employee and the employer (except for cases where the labor contract is terminated due to the employee's culpable actions (inaction)) languages can be provided based on the employee's written application upon termination of employment relations.

Upon termination of the employment contract due to the expiration of its term, the leave after termination of the employment contract may be granted even if the time of the annual labor leave exceeds the limit of the term of this contract in whole or in part.

The first of this article and [in the second parts](#) annual labor in cases provided for the last day of vacation is considered the day of termination of the employment contract.

Upon the employee's initiative, after canceling the employment contract, when granting annual leave, this employee has the right to withdraw his application for termination of the employment contract before the date of commencement of his employment leave.

§ 5. Social holidays

Article 236. The concept of social holidays

Creating favorable conditions for employees to receive maternity, child care, and education for the purpose, as well as for other social purposes, are social holidays.

Article 237. Social holidays established by law

According to this Code, employees enjoy the right to receive the following social holidays:

pregnancy and maternity leave ([Article 404 of this Code](#));
childcare leave ([first. of Article 405 of this Code](#)) and [second parts](#));

study leave (the first part of Article 385 of this Code);
creative holidays (the first part of Article 387 of this Code).

To employees [in the first part](#) of this article provision of social holidays does not depend on the length of service of the employee, the place and nature of the work he performs, and the organizational and legal form of the employer.

The employee is on study leave (the first part of Article 385 of this Code) or on creative leave (the first part of Article 387 of this Code) during his stay, his average salary will be preserved. This excludes leave without salary, which is given when entering higher education institutions.

When a woman is on prenatal and postpartum leave ([Article 404 of this Code](#)) she is paid pregnancy and childbirth allowance in the amount and in the manner prescribed by law.

Child care allowance is paid to one of the child's parents (guardian), grandmother, grandfather or other relative who is actually taking care of the child until the child turns two years old, in the amount and in the manner established by the law.

Two or more children under the age of twelve or one of the parents of a disabled child under the age of sixteen (a substitute person) is four calendar days. during his annual social leave, his average salary for this leave period is preserved ([Article 401 of this Code](#)).

[In the first part](#) of this article defined social holidays, of which Code 405-[the first](#) of the article and [in the second parts](#) with the exception of the provided child care leave, it is included in the length of service that gives the right to receive the next annual work leave.

Article 238. In collective agreements or collective agreement or about labor determination of social holidays in other legal documents

In collective agreements or collective agreement or other legal work documents may include:

granting employees other social holidays not specified by law (in connection with the conclusion of marriage, in connection with the birth of a child to the child's father, in connection with the death of a close relative of the employee, etc.);

increase the duration of social holidays compared to their duration established by law.

In collective agreements or collective agreements or other legal documents on labor **in the first part** of this article it may be provided that the average monthly salary or a part of it will be preserved for the employees on the provided vacations.

In the first part of this article the duration of the provided social vacations, as well as the issue of including these vacations in the length of service that gives the right to receive the next annual vacation, should be regulated in the documents determining the granting of these vacations to employees.

Article 239. Basics of granting social holidays and specific features of their use by the employee

Legislation, collective agreements or collective agreements or other legal documents on labor relate the employee's right to social leave to any circumstances, the occurrence of such circumstances is the basis for granting social leave to the employee.

If the specified circumstances exist, the employer must give the employee social leave.

During all social holidays, regardless of whether they are established by law or stipulated in collective agreements or collective agreements or other legal documents on labor, the employee's previous place of work (position) is preserved.

Social leave is granted in addition to annual work leave. Social leave that is not used by the employee within the specified period cannot be transferred to another period. It is not allowed to accumulate social holidays and replace them with paid compensation.

§ 6. Partially paid and unpaid leave

Article 240. Leave with partial pay

Collective agreements or collective agreements or other legal documents on labor, and if they do not exist, the labor contract may provide for the possibility of granting an employee a leave with partial salary and determine the maximum duration of such leave during the calendar year.

The question of giving an employee a leave with partial salary and its duration is decided in each specific case according to the agreement of the parties to the labor contract.

The employee's consent to be granted such leave shall be communicated to the employer by submitting a written application.

Collective agreements or collective agreements or other legal documents on labor, and in the absence of them, the labor contract may provide for cases where the employer is obliged to give the employee a leave with partial salary at the request of the employee.

The amount of the employee's partially saved salary and the question of whether or not to add a partially saved vacation to the length of service that gives the right to receive annual vacation leave is determined in collective agreements or in a collective agreement or in other legal documents on labor. If they do not exist, they are defined in the labor contract. In this case, the amount of the employee's retained salary cannot be less than the minimum amount of labor compensation established by the law. If the minimum wage is increased during the period of the employee's partial leave, the amount of the employee's salary must be recalculated, taking into account this increase.

Article 241. The concept of unpaid leave and its general provision order

Unpaid leave means unpaid leave while the employee's job (position) is preserved.

According to the written application of the employee, he can be granted unpaid leave, the duration of which is determined according to the agreement between the employee and the employer, but it is a calendar year from the date of the last unpaid leave shall not exceed three months continuously or cumulatively.

If the legislation does not provide otherwise, during quarantine measures, during a state of emergency, and in other cases that threaten the life or normal living conditions of the entire population or a part of it, upon the written application of the employee, the vacation without pay is continuous or the cumulative duration may be increased, but not more than six months.

Article 242. Mandatory leave without pay at the request of the employee

Unpaid leave at the employee's request is granted to the following in a mandatory manner:

1941 - 1945 war participants and persons equal to them in terms of benefits - up to fourteen calendar days each year;

To persons with disabilities of groups I and II - up to fourteen calendar days every year;

to one of the child's parents (guardian), grandmother, grandfather or other relative who is actually taking care of the child aged two to three years;

to one of the parents (substitute parent) raising two or more children under the age of twelve or a disabled child under the age of sixteen - ten to to 'rt calendar day;

in legislation and other legal documents about labor, as well as labor to other employees in the cases stipulated in the terms of the contract.

Chapter 15. Paying for labor

§ 1. General conditions of payment of wages

Article 243. Concepts of remuneration and wages

Payment of wages is a system of relations regulated by labor legislation, other legal documents on labor, and labor contract between the parties to the labor contract in connection with the establishment of payments by the employer to the employee for his work and their implementation.

The amount of remuneration for labor paid by the employer depending on the employee's qualifications, the complexity, quantity, quality and conditions of the work performed, as well as compensatory payments (additional payments and bonuses with a compensatory nature, including deviations from normal working conditions such additional payments and allowances for working in extreme conditions, working in unfavorable natural and climatic conditions and other payments of a compensatory nature) and incentive payments (additional payments and allowances of an incentive nature , awards and reward payments) are wages.

Under normal working conditions, the amount of the monthly salary guaranteed by the legislation, in accordance with the first level of the Unified Tariff, is the minimum amount of remuneration for the work of an employee who has fully worked out the norm of working hours.

Article 244. Basic guarantees in the field of remuneration of employees

The labor legislation provides for the following basic guarantees in the field of remuneration for the work of employees:

prohibition of discrimination in the field of remuneration;

ensure that men and women are paid equally for work of equal value;

setting the minimum wage;

to strengthen the employer's obligation to pay for the work performed by employees in accordance with the terms of payment for labor established in legislation, other legal documents on labor, and in the labor contract, regardless of the employer's financial situation;

limiting the payment of labor in kind;
regulation of requirements regarding the procedure and terms of salary payment;
determining the guaranteed amounts of remuneration for working in conditions deviating from normal working conditions (overtime, holidays and non-working holidays, working at night);

[the sixth](#) of Article 100 of this Code and [to the seventh parts](#) to ensure that the employee receives wages in the event that the relevant employer is terminated and becomes insolvent;

establishment of state rates of remuneration for employees of budget organizations;
limiting the amount of deductions from the employee's wages;
prohibiting restrictions on the employee's free disposal of earned funds, except for cases provided by law;
ensuring that employees are paid on time.

Collective agreements, as well as collective agreements, internal documents adopted by the employer in accordance with the agreement with the trade union committee, may provide for additional guarantees in the field of remuneration of employees compared to those established by law.

The terms of payment of wages specified in the labor contract cannot be worsened compared to those specified in the legislation on labor and other legal documents on labor.

The terms of payment of wages specified in collective agreements, collective agreements, other legal documents on labor cannot be worsened compared to those specified in the legislation on labor.

The conditions for payment of wages are defined in the collective agreement and internal documents cannot be worsened compared to the agreement.

Article 245. Determining the minimum wage

The minimum amount of wages is determined by the President of the Republic of Uzbekistan on the territory of the Republic of Uzbekistan at the same time, taking into account the proposals developed by the republic tripartite commission on social and labor issues, and from the organizational and legal forms, It is mandatory for all employers, regardless of the form of ownership and departmental subordination.

The monthly amount of remuneration for the work of an employee who has worked out the monthly norm of working hours and performed the labor duties specified in the employment contract cannot be less than the minimum amount of remuneration for labor established by the legislation.

The minimum amount of hourly remuneration for the work of an employee who has fulfilled his labor obligations, divided by the average monthly amount of working hours in a six-day work week in the relevant calendar year, is less than the minimum amount of remuneration established by law in one month. not allowed.

Bonuses, salary increases, other incentive payments, as well as overtime work, work on weekends and non-working holidays, payments for night work, district coefficients provided for in the system of remuneration for labor salaries and other compensatory and social payments are not included in the minimum wage.

Article 246. Determining the terms and amount of remuneration for work

The terms and amount of remuneration are based on the agreement between the employer and the employee, the complexity and conditions of the work to be performed, the professional qualification and workability of the employee.

qualities, his work and the results of economic activity of the organization are determined in accordance with the labor payment systems in force at this employer.

Remuneration systems, including tariff rates, salaries, additional payments and bonuses of a compensatory nature, including the amount of such additional payments and bonuses for work in conditions deviating from normal conditions, incentive nature systems of additional payments and bonuses and reward systems are determined in collective agreements, collective agreements, as well as in internal documents adopted by the employer in accordance with the agreement with the trade union committee, in the labor contract in accordance with the labor legislation.

The amount of remuneration is not limited to any maximum amount.

Article 247. Changing the conditions of payment of wages

The terms of payment of labor are changed in the same manner as they were established.

It is the employee's right to change the terms of payment of wages to the disadvantage of the employee not allowed without consent. As an exception:

when there are changes in technology, production and labor organization, when the volume of works (products, services) is reduced, provided that it is not possible to maintain the previous conditions of payment for labor;

may be changed in other cases according to the law.

The employer must give the employee a signed warning about new or future changes to the current terms of payment of wages, aimed at deterioration, at least two months before their introduction.

Article 248. Salary structure

Salary consists of basic (base) and additional (variable) parts.

The main (basic) part of the salary is determined on the basis of the labor payment system in force at this employer and should not be less than the minimum amount of labor payment established by the legislation. The main (basic) part of the salary is its permanent component and is calculated for the time actually worked or the work actually performed according to the labor standards (tariff rates, salaries) set for the employee.

The additional (variable) part of the salary consists of additional payments, bonuses, as well as bonuses and other payments of a compensatory or incentive nature.

Article 249. The system of remuneration for labor and the procedure for its determination

The system of remuneration for labor is a method of determining the dependence of the amount of wages of employees on the quantity and quality of work, their individual and collective results.

The system of remuneration for the labor of employees is determined by the employer in accordance with the agreement with the trade union committee, with the exception of the cases provided for in this Code in relation to certain categories of employees.

Labor fee in relation to certain categories of employees or structural units in the organization several payment systems may be used.

Employees' work is paid according to time, work or other criteria stipulated in the labor remuneration system.

Tariff and (or) non-tariff systems of remuneration for employee labor may be used to organize remuneration for labor depending on the specific characteristics of the activity and certain economic conditions.

Systems and types of remuneration for the work of employees of budget organizations are determined by legislation.

Article 250. Tariff system of labor payment

The tariff system of labor remuneration is a labor remuneration system based on the tariff system of differentiating the wages of different categories of employees.

The tariff system includes the tariff table, tariff rates (salaries), tariff discharges, tariff coefficients.

The tariff set is a set of tariff classifications of jobs (professions, positions) determined by the tariff coefficients depending on the complexity of the work and the requirements for the qualifications of the employees.

The tariff level is a value that reflects the complexity of the work and the level of skill of the employee.

The tariff rate (salary) is a fixed amount of remuneration for the work of an employee for the performance of labor standards (labor obligations) of a certain complexity (qualification) for a unit of time, excluding compensation, incentive and social payments.

The tariff coefficient is the ratio of the qualification level of employees by the ranks, which reflects the multiplication of the tariff rate of the next ranks compared to the tariff rate of the first rank.

Qualification level is a value that reflects the level of professional training of an employee.

Job classification is the inclusion of labor types into tariff classes or skill categories depending on the complexity of the work.

The complexity of the performed work is determined based on their tariffication.

The tariffication of work and the granting of tariff levels to employees is carried out taking into account the standards of the profession.

Article 251. Non-tariff system of payment for labor

The non-tariff system of remuneration for labor represents a method of differentiation of remuneration for labor, in which the amount of remuneration for the labor of an employee depends on the final results of his work and the work of the team, and on the basis of the coefficient given to the employee, which reflects the evaluation of the effectiveness of the work of this employee defined, represents the employee's share of the labor compensation fund earned by the entire team.

The criteria and standards for evaluating the personal professional achievements of the employee are determined by the employer in agreement with the trade union committee. Evaluation of personal professional achievements of the employee is carried out by the employer.

When the non-tariff system of labor remuneration is used, it is not allowed to set the level of remuneration lower than the minimum amount of labor remuneration guaranteed by law.

Article 252. Incentive payments

Incentive payments include awards given to employees for high achievements in work, professional skills, saving energy resources, materials, achieving other predetermined indicators, additional payments to wages, bonuses and other payments .

The reward provided for in the system of labor remuneration is a monetary reward that is included in the salary and paid to the employee in addition to the basic salary (tariff rate) in order to encourage the employee to achieve predetermined indicators and conditions.

Incentives that are not provided for in the remuneration system are of a one-time nature and are given at the discretion of the employer not because the employee has achieved predetermined indicators and conditions, but for certain events (anniversaries, holidays, etc.) is a monetary reward paid in connection with the occurrence or the performance of certain actions by the employee (fulfillment of a particularly important task of the employer, introduction of a rationalization proposal, etc.).

The bonus is provided by the employee for the performance of the work stipulated in the employment contract and has an incentive (professional skills, long service, bonuses for seniority in a particular organization or network, etc.) or compensation (portable or mobile work feature, work in unfavorable natural and climatic conditions or work in harmful or difficult working conditions, allowances for the speed of work, etc.) is monetary payment.

Additional payment to the salary is compensation for the performance of additional tasks by the employee that are not part of his direct duties (working in several professions (positions), increased volume of work performed, service the extension of the scope, additional payment for fulfilling the duties of an absent employee, etc.), which is considered for or has a guaranteed nature and in cases where the normal conditions of work are deviated from, or in the event that the salary is reduced through no fault of the employee, a part of the salary to the employee which is carried out in order to maintain (work at night, on weekends and non-working holidays, additional payments for work outside working hours, idleness due to the state of health, less due to the need for production additional payments to employees transferred to paid work, etc.) is a monetary payment.

Remuneration, additional payments and increments to the main part of the salary, other incentive payment systems are determined by the employer in agreement with the trade union committee.

The procedure and conditions for applying incentive payments in budget organizations defined in the law.

Article 253. Terms of payment of wages

The terms of payment of wages to employees are determined in the collective agreement or internal document, and in their absence, in the terms specified in the labor contract, and cannot be less than once every six months. Employees are paid monthly wages, as a rule, in two parts (in lump sum and in the amount of the remaining part) with a break of not more than sixteen days.

The Cabinet of Ministers of the Republic of Uzbekistan may determine certain categories of employees whose salary is paid once a month.

Payday falls on a weekend or non-working holiday the rest are paid on the eve of these days.

Timely payment and amount of wages due to the employee should not depend on the execution of other payments and their sequence.

The employer is obliged to inform the employee at his request about the calculations and deductions made by the employer during the calculation of the employee's salary.

333-

in the article shall be financially responsible for the specified amount.

Article 254. Calculation periods when the employment contract is terminated

Payment of all sums to be given from the employer to the employee upon termination of the employment contract shall be made on the day of termination of the employment contract concluded with the employee. is increased. If the employee did not work on the day of the termination of the employment contract, the corresponding sums must be paid no later than three days after the submission of the request for settlement by this employee.

In the event of a dispute regarding the amount of amounts due to the employee upon termination of the employment contract, the employer shall determine the amount that is undoubtedly due to the employee in accordance with the first part of this article. must pay within the specified period.

In the cases stipulated by the internal documents, the employee has the right to receive a bonus based on the results of the work in one year, even if he is not in an individual labor relationship at the time of payment of the bonus.

Article 255. Payment of unpaid wages until the date of the employee's death

Unearned wages until the day of the employee's death shall be paid to his family members or to a person who was dependent on the deceased on the day of the employee's death. Payment of wages shall be made no later than seven days from the date of submission of the application to the employer, a copy of the death certificate of the employee and its original copy.

Article 256. Forms and place of payment of wages

Salary is paid in national currency (Soum).

In the first part of this article Exceptions to the provisions may be established by law.

It is forbidden to pay wages in the form of debt obligations, receipts, coupons.

It is forbidden to pay labor in kind, except for cases determined by the Cabinet of Ministers of the Republic of Uzbekistan.

Payment of wages to the employee, as a rule, is carried out directly at the place where he performed the work.

With the written consent of the employee, it is allowed to pay the salary or a part of it through banking institutions or post offices, and the fee for their services is paid at the expense of the employer.

If the employee is performing the employer's task outside the workplace (on a business trip, in training courses, etc.) on the day of payment of the salary, at the request of the employee, the employer may send the salary to the employee from his own account. or must pay the employee's fiduciary.

Article 257. Average salary and its calculation procedure

For all cases provided for in this Code, the average salary is based on the calculation period of twelve months preceding the month in which it is calculated, or if the employee has worked for less than twelve months, the salary calculated for the employee for the period actually worked. is defined as output. In this case, the period from the 1st day to the 30th (31st) day of the relevant month (in February - to the 28th (29th) day), including the last day, is considered a calendar month.

To calculate the average salary, all types of payments actually made by the employer, which are subject to taxation, are included in the salary calculated for the employee.

The average salary of employees in the Vaktbay system of labor remuneration is based on the amount of the tariff rate (position salary) for the last calendar month before the month in which the employee's average salary is maintained, and ten years before the month in which the employee's average salary is maintained. allowances, bonuses and other payments for two calendar months (in the third part of Article 248 of this Code one-twelfth of the amount of the additional part of the stipulated salary) is determined by adding up to the average salary.

The average salary of employees in the Ishbai system of wage payment is based on the actual calculated salary according to Ishbay estimates for the calendar month before the month in which the employee's average salary is maintained, the average salary before the month in which the employee's average salary is maintained n bonuses, bonuses and other payments for two calendar months (in the third part of Article 248 of this Code one-twelfth of the amount of the additional part of the stipulated salary) is determined by adding up to the average salary.

In non-tariff wage systems, the average wage of employees is based on the minimum amount of the statutory minimum wage, and one-twelfth of all payments in excess of the minimum statutory wage is determined as a sum of wages.

When calculating the average salary, time is excluded from the calculation period, as well as the amounts calculated during this time, if:

in accordance with the law, if the average salary of the employee is preserved, then this

In Article 407 of the Code with the exception of breaks for feeding the intended child;

employee temporary disability allowance or pregnancy and childbirth

if he received his pension;

if the employee did not work due to the absence due to reasons beyond the control of the employer and the employee;

if the employee is given additional paid days off to care for children with disabilities and persons with disabilities from childhood in accordance with Article 399 of this Code;

employee's wages are kept in full or in part in other cases specified by law or released from unpaid work.

If the employee did not have actual calculated wages or days worked for the accounting period and before the beginning of the accounting period, the average wage is based on the maintenance of the average wage by the employee. is determined based on the amount of wages calculated for the days actually worked in the month in which the incident occurred.

If the employee did not have actually accrued wages or actual worked days for the calculation period, before the beginning of the calculation period and until the occurrence of an event related to the preservation of average wages, the average salary is determined based on the tariff rate (salary) set for it.

If one month or several months of the calculation period are not fully worked or time is excluded from it in accordance with the [seventh part](#) of this article, the average daily wage is the amount of wages actually calculated for the calculation period for the full calendar calculated by dividing by the sum of the average monthly number of working days (25.3) multiplied by the number of months and the number of calendar days in incomplete calendar months. The number of working days in an incomplete calendar month is divided by the average monthly number of working days (25.3) by the actual number of working days in this month and multiplied by the number of working days corresponding to the time worked in this month is calculated through

The average daily wage in all cases of its calculation is determined by dividing the sum of the average wage calculated in accordance with [the third, fourth](#) and [fifth parts](#) of this article by the average monthly number of working days (25.3).

The average hourly wage is calculated in all cases of this article

The sum of the average salary calculated in accordance with the [third, fourth](#) and [fifth parts](#) is determined by dividing the number of hours worked in the last calendar month before the month in which the average salary of the employee is maintained.

Specific features of calculating the average salary of employees for special cases (when total working time is taken into account, when working time is not fully worked in the period accepted for its calculation, when there is no salary in this period, and in other cases) It is determined by the Cabinet of Ministers of the Republic of Uzbekistan.

In all cases, the average monthly salary of an employee who has worked out the monthly norm of working hours and performed the duties specified in the employment contract cannot be less than the minimum amount of remuneration for work on the day of calculation established by law.

During the revision of tariffs during the calculation period, the average monthly salary should be recalculated taking into account the changed tariff.

§ 2. Special conditions for payment of wages

Article 258. Paying for short-time and part-time work

Employees employed under conditions of reduced working hours shall be paid the full amount established for normal working hours.

The rule provided for [in the first part](#) of this article is provided for [in the second part](#) of Article 415 of this Code , the payment of remuneration for the work of persons under the age of eighteen who work during the academic year in their free time from studies, in proportion to the time worked, or It does not apply to cases that are carried out depending on the product produced.

Part-time workers (part-time work day, part-time work week, combination of part-time work day and part-time work week) are paid in proportion to the time worked or the product actually produced. depending on.

Article 259. Payment for labor when working in several professions (positions), expanding the scope of services and increasing the volume of work

When working in several professions (positions), when the range of services is expanded, when the volume of work increases, an additional fee is determined and paid to the salary of the employee in the main position for the following:

for employees of organizations not financed from the budget - in the amount of wages for work actually performed in several professions (positions); for employees of budget organizations - tariff for working in several positions not more than fifty percent of the rate (salary).

Additional payment is not made when the duties of the temporarily absent employee are assigned to his full-time deputy without release from the main job.

Article 260. Paying for labor when performing work that requires various skills

When an employee who is paid for his work on a regular basis performs work that requires different qualifications, his work is paid for work with a higher qualification.

Jobs that require various skills by an employee whose work is paid by the employer when it is done, his work will be paid according to the prices of the work he has done.

Taking into account the nature of production, in cases where the employees whose work is paid for their work are assigned to perform tasks that are rated lower than the positions assigned to them, the employer must pay them the difference between the positions.

Article 261. Labor fee when new productions (product) are mastered to pay

New production (product) in collective agreement or labor contract it may be envisaged to retain the employee's previous salary during the period of appropriation.

Article 262. Payment for overtime work

Overtime work shall be paid in the amount of at least two contributions.

In the collective agreement, in the internal document adopted by the employer in accordance with the agreement with the trade union committee, in the labor contract, higher amounts of additional payments for work outside of working hours may be stipulated.

At the discretion of the employee, instead of paying an increased fee for overtime work, it may be compensated by giving an additional rest period corresponding to the duration of the time worked overtime. In this case, a fee is paid for overtime work, and no fee is paid for rest time.

Article 263. Paying for work on weekends or non-working holidays

For work on weekends or non-working holidays, the following are paid in the amount of at least two installments:

to working people - at least two-part work-related evaluations;

to employees whose work is paid according to hourly and hourly tariff rates - in the amount of at least two parts of the kunbay or soatbay tariff rate;

to salaried employees - in the amount of at least one part of the hourly or hourly rate in addition to salary for each day or hour worked.

In the collective agreement, in the internal document adopted by the employer in accordance with the agreement with the trade union committee, in the labor contract, higher amounts of additional payments for work on weekends or non-working holidays may be provided.

Work on a weekend or non-working holiday may be compensated by giving another day off at the discretion of the employee. Work on a weekend or a non-working holiday is compensated by giving another day off

in this case, payment for such work shall be made in the amount of at least one contribution, and no payment shall be made for the day off.

If the employee worked on the generally designated days off (Saturday or Sunday in a five-day work week or Sunday in a six-day work week) according to the schedule or labor contract, and the rest days were given to him on other days of the work week, the general a fee is paid for work on designated days off.

For work on non-working holidays, since this work is carried out according to the schedule or the employee is subject to Article 210 of this Code regardless of the fact that he is involved in work on a non-working holiday, at least two contributions are paid or the employee will be compensated by giving another day off at will and paying a contribution.

Article 264. Payment for night work

In the following cases, payment for night work is at least one and a half times is carried out in the amount of:

in the vaktbay system of labor remuneration — 1.5 for each hour of night work or using a higher coefficient;

in the work system of labor remuneration - the working wage and additional payment in the amount of fifty percent or more of the hourly tariff rate (salary) of a time worker with the appropriate rank (qualification) is paid in full.

Overtime pay for night work is not included in the tariff rates (salaries).

The exact amount of additional payment for night time and multi-shift work is determined in the collective agreement, in internal documents adopted by the employer in agreement with the trade union committee, or in the labor contract.

Article 265. When labor standards, labor (position) obligations are not fulfilled pay for labor

In the case of non-fulfilment of labor standards and labor (position) obligations due to the fault of the employer, payment of wages shall be made in an amount not less than the average wage calculated in proportion to the time actually worked by the employee.

In case of non-fulfilment of labor standards, labor (position) obligations for reasons beyond the control of the employer and the employee, at least two-thirds of the tariff rate (salary) calculated in proportion to the time actually worked by the employee shall be retained.

In case of non-fulfillment of labor norms and labor (position) obligations due to the employee's fault, the payment of the standardized part of the salary shall be made in accordance with the volume of work performed.

Article 266. Paying for idle time

The employee's average salary will be paid for the period of downtime due to the fault of the employer (temporary suspension of work due to economic, technological, technical or organizational reasons).

The employer and the employee shall be paid a fee in the amount of at least two-thirds of the tariff rate (salary) calculated in proportion to the time of idleness for the time of idleness due to reasons beyond the control of the employee.

No compensation will be paid for idle time due to the fault of the employee.

The employee must immediately report to his direct supervisor, another representative of the employer, about the beginning of the idle time caused by the breakdown of the equipment and other reasons that make it impossible for the employee to continue to perform his work duties.

Article 267. Paying for labor when a defective product is made

Unsuitable products caused by a hidden defect in the material being processed, as well as unfit products produced through no fault of the employee, are paid equally with valid products.

of the product for a partially defective product prepared through the fault of the employee will be paid at reduced work rates depending on the level of fitness.

No payment will be made for a completely defective product prepared through the employee's fault.

Article 268. It is peculiar to pay for the work of certain categories of employees features

For **certain** categories of employees (organizational heads, their deputies, chief accountants, employees employed in harmful and (or) dangerous working conditions, in unfavorable natural and climatic conditions, temporary employees, etc.) **to the lime** specific features of payment for labor are determined.

§ 3. Withholding from wages

Article 269. Limiting payroll deductions

As a general rule, with the written consent of the employee, without the consent of the employee in the case **of the second part** of this article may be deducted from eligible wages.

In the following cases, regardless of the written consent of the employee, deductions from wages are made:

- 1) to collect taxes and fees;
- 2) Uzbekistan "On execution of court documents and documents of other bodies".

In the Law of the Republic to execute the specified court decisions and other enforcement documents, as well as to fulfill the legal requirements of the competent authorities;

3) to deduct the credit given to the salary account, to deduct the credit given to household needs, business trips due to moving to work in another place, not spent and not returned on time, and in the account to recover overpaid sums due to errors. In such cases, the employer has the right to issue an order to return the bonus, to withhold it no later than one month from the date of the expiry of the period set for the payment of the debt or from the day when the payment was incorrectly calculated. If this period has passed or the employee disputes the basis or amount of withholding to pay the amount, the payment of the debt is carried out in court;

4) to compensate the damage caused by the employee to the employer, if the amount of the damage does not exceed the average monthly salary of the employee;

5) **in paragraph 2** of the first part of Article 312 of this Code to collect the prescribed penalty;

6) for the unused vacation days when the employment contract is terminated before the end of the year in which the employee took vacation.

Deductions for unearned days of annual work leave **in the fourth part of Article 137 of this Code of Labor Agreement**, in the second part of Article 143 , in the fifth part of Article 146 , in paragraphs 1, 2 and 3 of the second part of Article 161 , 168-

1 of the first part of the article , 2, 6, 8 and **in clauses 9** on the grounds provided, as well as at the initiative of the employee in **the eighth part** of Article 160 of this Code shall not be enforced in the event of termination for good cause. If the violation of the established rules for hiring Basharti or the occurrence of circumstances that prevent the continuation of individual labor relations are not related to the employee's culpable actions (inaction), the employment contract shall be in accordance with Article 168, 4 of this Code . and **5-**

clauses no such deduction shall be made even upon cancellation thereof.

Overpaid wages to an employee (including when labor legislation or other legal documents on labor are incorrectly applied) cannot be recovered from him, except for the following cases: an error in calculation;

if the employee's guilt of non-compliance with labor standards has been recognized by the body that considers individual labor disputes;

if the employee was overpaid due to the illegal actions (inaction) of the employee determined by the court.

to the Tax [Code](#) of the Republic of Uzbekistan from eligible non-taxable payments withholdings cannot be made.

Article 270. Limiting payroll deductions

The total amount of funds withheld from wages during each payment cannot exceed fifty percent of the employee's actual salary.

In the first part of this article the specified limit does not apply to the arrears of alimony obligations, as well as to withholding the salary of an employee who has been sentenced in the form of correctional work. In such cases, the amount of withholding from the penalty and arrears of alimony obligations cannot exceed seventy percent of the salary actually calculated for the employee.

Article 271. Disposition of wages at the discretion of the employee

At the employee's request, the salary or a certain part of it can be sent to creditors in the amounts and terms specified in the written application of the employee to pay off loans, credits, utility bills and other expenses received from banking institutions.

[Article 270](#) of this Code the limitations provided for in the first part of this article does not apply to the specified cases.

Chapter 16. Normalization of labor

Article 272. The concept of normalization of labor

Labor standardization allows to determine the maximum amount of time allowed to perform a specific work or operation under certain production conditions, as well as to determine the optimal ratio between the number of different categories (groups) of employees and the number of equipment. , is the establishment of equal relations between labor results and the measure of labor remuneration.

Article 273. Types of labor standards

The types of labor standards are as follows:

time norm - the amount of working time required to perform a certain unit of work (one product, one operation) by one employee or a group of employees with the appropriate number and qualifications under the most favorable organizational and technical conditions for a particular organization. As a rule, the norm is calculated in hours, person-hours, person-minutes, seconds.

production norm - the amount of work to be performed during a shift by one employee in certain organizational and technical conditions or by a group of employees of the appropriate number and qualifications in certain organizational and technical conditions;

the norm of the number of employees - production in certain organizational and technical conditions the number of employees with certain professional qualifications necessary to perform their tasks;

service norm - the specified number of units of equipment, areas of territories and service objects that must be provided by one employee or a group of qualified employees in certain organizational and technical conditions during a shift;

the norm of inclusion of special positions - the number of employees required by the relevant state management body for the performance of special tasks and functions of the organization, determined for budget organizations;

norm of control - employees who must directly report to one leader number;

qualification norm - the level of qualification (knowledge, skill, skill) necessary for an employee to perform his job;

state professional standards (standards of professional activity) - qualification descriptions necessary for an employee to perform a specific type of professional activity, including performing a specific labor task;

other norms determining the necessary labor costs.

In the conditions of collective forms of labor organization and remuneration, the scaled labor norms determined in relation to the exact volume of the product, the technological process in general or the volume of specific works (services), as well as the interdependent works calculated on the basis of the accepted labor norms. It is possible to apply enlarged labor standards, which are determined by the finally enlarged measurement (cubic meter, square meter, thousand units of the product, etc.) describing the area.

Labor standards should be defined in such a way that an employee with appropriate qualifications is able to fully perform the work duties specified in the employment contract during full-time work.

For one type of work, the Ministry of Employment and Labor Relations of the Republic of Uzbekistan approves model (industry, inter-industry, professional and other) labor standards.

Article 274. Development, implementation, replacement and revision of labor standards

The development of labor norms is carried out by the employer based on the analysis of labor costs for employees to perform their work tasks in specific organizational and technological conditions of work.

The following must be ensured when developing labor standards:

the quality of labor standards, bringing them closer to the necessary labor costs;

the same work for the same work performed under similar organizational and technical conditions setting norms;

advancement of labor standards based on science and technology achievements;

to cover with labor standardization the types of work for which labor standards can be determined and are considered expedient;

technical (scientific) basis of labor norms.

The introduction, replacement and revision of labor norms are defined in the collective agreement, and in the absence of a collective agreement, it is carried out by the employer in agreement with the trade union committee.

The employee must be notified of the introduction, replacement and revision of labor standards at least two months before the date of their introduction, replacement, and revision.

Labor standards can be replaced and revised depending on the rationalization of jobs, the introduction of new equipment and technologies that ensure the growth of labor productivity, and the implementation of organizational and technical measures.

Achieving a high level of product production (service provision) due to the use of new ways and methods of work by individual employees or their collective structures (brigades) on their own initiative and improving workplaces, revising previously established labor norms 'cannot be a basis for review.

Replacement and revision of model labor standards is carried out in accordance with the established procedure for their development and approval.

Article 275. Validity of labor standards

Labor standards can be permanent, in which case they are set for an indefinite period and are subject to Article 274 of this Code. valid until replaced and revised, labor standards may be temporary, in which case they are for the period of product production, technique, technology acquisition or for the period of up to three months for the period of production and labor organization is determined. After the expiration of this period, the temporary norms should be replaced by permanent norms.

In some cases, the validity period of the temporary norms can be extended by the employer in agreement with the trade union committee.

When the technology is changed, when performing work related to the risk of accidents and accidents, as well as when performing other similar work of a one-time nature, labor standards are determined for the period of performing the relevant work in each specific case.

Article 276. Obligations of the employer to ensure the necessary working conditions for the fulfillment of labor standards

The employer must provide the necessary conditions for the fulfillment of labor standards a must Such conditions include:

maintenance of buildings, structures, machines, technological equipment and other equipment;

timely provision of technical documents and other necessary documents necessary for performance of works;

that the materials, tools, other tools and items necessary to perform the work stipulated in the employment contract are of the appropriate quality, and that they are provided to the employee on time;

working conditions that meet the requirements of labor protection and production safety.

Article 277. Determination of prices in the Ishbay system of payment of wages

In the business system of remuneration for labor, prices are determined based on established work rates, wage rates, tariff rates (salaries) and production norms (time norms).

The working price is determined by dividing the kunbai tariff rate or the hourly tariff rate according to the discharge of the work to be performed by the kunbai or soatbay production rate.

The working price can be determined by multiplying the hourly tariff rate or the hourly tariff rate, which is in accordance with the work performed, by the established hourly or hourly rate.

Kunbay tariff rate (salary) or hourly tariff rate is determined by dividing the monthly tariff rate or position salary corresponding to the level of labor payment by the monthly norm of working days or working hours.

Article 278. Establishing standardized assignments and service standards

In the vaktbay system of labor remuneration, service standards and the number of employees can be set in order to perform standardized tasks, including special tasks and work volume.

In certain production conditions, norms of labor costs per product unit, norms of the number of employees, planned funds of working hours and other data are used to determine the norms of standardized tasks and service provision.

Determining the norms of service and introduction of positions in budget organizations is carried out by the competent state management body in agreement with the Ministry of Employment and Labor Relations of the Republic of Uzbekistan, as well as with the relevant trade union committee.

Chapter 17. Guaranteed payments and compensation payments

§ 1. Guaranteed payments and guaranteed additional payments

Article 279. Concepts of Guaranteed Payments and Guaranteed Additional Payments

Guaranteed payments are monetary payments in the amount of the average wage or tariff rate (salary) for the time when the employee is exempted from fulfilling labor obligations in accordance with this Code and other legal documents or is deprived of the opportunity to work against his will.

Guaranteed additional payments are provided to an employee in other cases specified in this Code and labor legislation in order to maintain the average salary of this employee when he cannot perform his work duties in full for certain reasons. is the amount of money to be paid.

Article 280. The obligation of the employer to make guaranteed payments to the employee

Employer to employee:

the employee participated in collective negotiations, preparation of the draft collective agreement period;

the period during which the tasks of representing employees and protecting their interests were performed by persons who were representatives of employees and were not exempted from production work;

the period during which a member of the commission on labor disputes participated in the work of this commission;

the period during which the employee was dismissed from work due to the fact that he did not pass training in the field of labor protection and examination of knowledge and skills or mandatory medical examination through no fault of his own;

the period during which the employee was suspended due to a service check; the period during which the employee is on annual leave; the period

during which the defect was allowed due to the fault of the employer;

the period in which labor standards were not fulfilled, labor (position) obligations were not fulfilled due to the fault of the employer;

[to Article 364](#) of this Code According to the state of health, it is easier to work or a period of work free from adverse production factors;

entrusted by the authorized person on labor protection

the period during which tasks were performed;

the period during which the employee is on a business trip;

when the employee moves to another place together with the employer or upon the employer's proposal with his consent, the time necessary for him to move and settle in a new place, but not more than six working days;

the period during which the employee has undergone compulsory retraining or compulsory qualification improvement for himself and the employer while separated from work;

the period when the employee is on study leave;

the period when the employee is on creative leave;

period of employment when the employment contract is terminated on special grounds;

the period during which employees underwent mandatory medical examinations;

the period of work during which the pregnant woman is lighter or free from the influence of unfavorable production factors;

one of the parents (guardian) taking care of a child under two years of age is lighter or the period spent free from the influence of adverse production factors;

of the body for illegal refusal to hire an employee, illegal transfer to another job, illegal dismissal, illegal termination of an employment contract, as well as consideration of individual labor disputes is obliged to make guaranteed payments for the period of forced absenteeism due to non-fulfilment of the decision to restore the employee to his previous job.

[In the first part](#) of this article In addition to the stipulated guarantee payments, the employer must make other guarantee payments to employees specified in this Code, legislation, collective agreements, collective agreement, as well as in internal documents adopted by the employer in agreement with the trade union committee, in the labor contract.

Article 281. The employer makes guaranteed additional payments to the employee obligation to increase

The employer is obliged to make the following guaranteed additional payments:
during layoffs due to reasons beyond the control of the employer and the employee, calculated
in proportion to the duration of such layoffs, of the tariff rate (salary) to pay at least two-thirds;

retention of at least two-thirds of the tariff rate (salary) calculated in proportion to the time
actually worked by the employee in case of non-fulfillment of labor standards, labor (position) obligations
by the employee for reasons beyond the control of the employer and the employee;

make an additional payment to the employee for night work;
increased for work on holidays, non-working holidays and overtime
to pay the amount;

to make an additional payment to the employees with a reduced working time up to the
amount of remuneration provided for full-time employees of the corresponding category;

in the third part of Article 173 of this Code, when the employment contract is terminated on
certain grounds provided for in this Code to pay a specified amount of severance pay;

payment of temporary disability benefits in the amount of the average salary or a part of it in
accordance with the procedure established by law.

In the first part of this article In addition to the guaranteed additional payments, the employer
shall provide the employees with other guaranteed additional payments specified in this Code,
legislation, collective agreements, the collective agreement, as well as in internal documents adopted
by the employer in agreement with the trade union committee, in the labor contract. must make
payments.

Article 282. Guaranteed payments when employees fulfill state and public obligations

The employer may dismiss the employee while fulfilling his state and public obligations
must be released while maintaining his place (position) and average monthly salary in the following
cases: when exercising the right to vote;

when performing the duties of a member of the Senate of the Oliy Majlis of the Republic of
Uzbekistan, who performs the duties of a deputy, as well as his powers without separation from
production or service activities;

when participating in the work of the medical and social expert commission;
while performing military duties;
when called as a witness, victim, expert, expert, interpreter, impartial to the body conducting
the investigation before the investigation, investigator, investigator, prosecutor or court;

when participating in court hearings as a public advisor, public prosecutor and public defender,
representative of public associations and labor unions;

When participating in the activities of the commission on observance of the constitutional
rights and freedoms of the Human Rights Representative (ombudsman) of the Oliy Majlis of the
Republic of Uzbekistan;

when the employee performs actions in the interest of the state and society (eliminating the
consequences of accidents, natural disasters, saving human life, donating blood and its components,
as well as in other cases);

Or in the law of the Republic of Uzbekistan or in the decrees and decisions of the President
In other cases stipulated by the decisions of the Cabinet of Ministers of the Republic of Uzbekistan.

Article 283. Guaranteed payments to employees when donating blood and its components

The employer on the day of medical examination and blood and its components
must send employees to medical institutions without hindrance on the day of handing over.

If, according to the agreement with the employer, the employee went to work on the day of the donation of blood and its components (with the exception of work performed in harmful and (or) dangerous working conditions, where the employee cannot go to work on that day), he will according to another day off.

In the case of donating blood and its components during the annual holiday, on a day off or on a non-working holiday, the employee is given another day off at his request.

Donor employees are given a day off after each day of donating blood and its components. At the discretion of the employee, this day can be added to the annual vacation, or this day can be used at another time during the year after the day of blood and its components donation.

On the day of medical examination and blood and blood components the employee's average salary is kept when he is released from work, as well as on weekends.

Confirmation of the fact of donation, including medical examination and direct transfer of blood and its components, is carried out on the basis of a certificate or other document issued by the blood service.

Article 284. Guaranteed Payment Funding Sources

Article 280 of this Code provided guarantee payments are made at the expense of the employer.

§ 2. Compensation payments

Article 285. The concept of compensation payments

In the cases provided for by the labor legislation and other legal documents on labor, monetary payments are compensation payments established to compensate the expenses related to the performance of labor obligations or other obligations by employees.

Article 286. The employer's obligation to make compensation payments to the employee

In the following cases, the employer shall fulfill his work obligations to the employee must compensate for related expenses:

when on business trips;

in mobile and mobile work, as well as when working in field conditions or by the time method;

when moving to work in another place according to a prior agreement with the employer;

when passing professional training, retraining, professional development and internship with the employer's referral;

temporary employment of an employee as a result of an industrial accident or occupational disease when incapacitated;

in connection with the fact that the employee passed a mandatory medical examination;

The employee **is the first** of Article 234 of this Code and **second parts** not used according to for annual work leave;

the employee on the termination of the employment contract at the initiative of the employer in connection with the replacement of the notice period with a proportionate monetary compensation.

In the first part of this article In addition to the stipulated compensation payments, the employer shall make other compensation payments to the employees specified in the labor legislation, collective agreements, collective agreement, as well as in internal documents adopted by the employer in agreement with the trade union committee, in the labor contract. must increase.

Article 287. Compensation payments during tours of duty

A business trip is a trip made by an employee to another place for a certain period of time to perform a service assignment outside the permanent place of work, according to the order of the employer. Business trips of employees whose permanent work is mobile or mobile are not considered business trips.

In the event of a business trip, the employer must compensate the employee for the following: travel expenses; residential rental expenses; additional expenses related to living outside the place of permanent residence (per diem); other expenses incurred by the employee with the permission or consent of the employer.

The amount of compensation for expenses related to business trips is determined by a collective agreement or an internal document adopted by the employer in agreement with the trade union committee. In this case, the amount of reimbursement of costs cannot be less than the amount determined by the Cabinet of Ministers of the Republic of Uzbekistan for organizations financed from the budget.

Article 288. Compensation payments when the work is mobile and mobile, as well as when it is performed in field conditions and by the time method

Allowances for mobile work are determined in the following minimum amounts:

in cases where the journey from the location of the organization to the place of work (facility) and back is not less than three hours during the day and is carried out during non-working hours, - up to eighty percent of the daily rate established by legislation and in the amount of eighty percent, less than three hours in cases up to forty percent and in the amount of forty percent;

during a trip related to the performance of work on the road - one and a half percent of the monthly tariff rate (salary) for each day spent on the road, for passenger trains, mail-baggage trains, passenger trains and mail in the amount of three percent to service employees in restaurant-cars (cafes-buffets) of their wagons;

if the employees are on the road for twelve or more days in a month, - up to twenty percent of the daily rate established by the law, if they are on the road for less than twelve days in a month - the monthly rate for one day of work in mobile conditions up to fifteen percent of the rate (salary).

The allowance for mobile work is determined in the following minimum amounts:

on days of stay at remote facilities - up to thirty percent of the employee's daily rate for each full working day (shift);

on the days of travel to and from the location of the object - in the amount of the employee's daily tariff rate.

Field allowance for work in field conditions is paid in the amount of not less than the following amounts:

in objects where field work is carried out directly, when working outside the base town of the organization in the field - seven percent of the minimum amount of daily wages;

for the work performed in the base towns of the organizations in the field - two percent of the minimum daily wage.

Fifty percent of the minimum monthly wage for part-time work a not less amount of premium is determined.

The collective agreement or the internal document agreed with the trade union committee or the agreement between the employee and the employer, [the second](#), of this article [the third](#) and [fourth parts](#) compensations may be set in larger amounts than provided for. In this case, payments exceeding the amounts specified in this article should be taxed in accordance with the tax legislation.

Article 289. Compensation payments when the employee moves to work in another place

Employees who moved to another place for work by prior agreement with the employer, as well as graduates of educational organizations who were assigned a place of work outside their place of residence according to the distribution, are compensated:

the value of the employee and family members (husband, wife, family members who live with them, dependent on them) in the amount of the actual expenses incurred for obtaining road tickets;

costs of transportation of property up to five hundred kilograms for the employee himself and up to five hundred kilograms for family members moving with him by rail or road transport;

daily allowances in the amount provided for business trips for each day of being on the road;

if the moving employee does not have his own housing in this place and the employer does not provide appropriate housing for this employee and his family members, costs related to housing rent;

a one-time allowance (raise money) in the amount of one month's tariff rate (salary) for the new workplace, as well as the tariff rate of the moving employee to each family member moving with the employee one-third of the salary), provided that the members of this family move within twelve months from the date of the employee's separate housing.

If the employee does not come to work in another place, as well as does not start work within the terms specified in the employment contract without a valid reason, as well as if the employment contract concluded with the employee was terminated at his initiative or at the initiative of the employer based on the reasons related to the employee's culpable actions (inaction) if so, the employee (graduate) must return the money received.

If the employee did not start work due to a valid reason (illness that prevents the continuation of work, the need to take care of dependents living outside the place of work, etc.) or from the day of starting work if he terminates the employment contract before one year has passed, he must return the received funds to the employer, except for the cost of the ticket.

In the collective agreement or in an internal document approved by the employer in agreement with the trade union committee, in the [first part](#) of this article, payments for employees going to work elsewhere amounts higher than those stipulated may be set.

Article 290. Compensation payments for employees during vocational training, retraining, advanced training and internships on the referral of the employer

If, according to the employer's referral, the employee's professional training, retraining, qualification improvement and internship require moving to another place, the employee will be reimbursed for the costs of traveling to and from the place of study, as well as housing rent. is covered.

In the collective agreement or in an internal document approved by the employer in agreement with the trade union committee, a compensation (per diem) payment for living outside the place of residence may be established for employees sent for professional training, retraining, professional development and internship.

Article 291. An employee as a result of an industrial accident or occupational disease compensation for expenses in case of temporary incapacity for work

If temporary incapacity for work occurs as a result of an industrial accident or occupational disease, the employer shall pay the employee a temporary incapacity benefit and reimburse the employee for medical, social and professional rehabilitation expenses with appropriate documents (checks, certificates, etc.) reimburses in an amount not less than the amount of expenses actually incurred.

Article 292. Expenses related to mandatory medical examination of the employee compensation

Reimbursement of the expenses related to the mandatory medical examination of the employee, regardless of whether it is initial (at the time of hiring) or periodic (in the course of work), is carried out at the expense of the employer.

Article 293. Reimbursement of expenses when the property belonging to the employee is used in the interests of the employer

When the property belonging to the employee or rented by him from third parties is used with the consent of the employer in the course of work, the employer shall pay the depreciation (depreciation) of vehicles and the costs of their use, as well as the depreciation of equipment, other technical means or other property (wear and tear).

Amounts and procedures for reimbursement of these costs are determined by agreement between the employee and the employer.

Article 294. Sources of financing compensation payments

[Article 286](#) of this Code the sources of funding of the listed compensation payments consist of the employer's funds, and in budget organizations, budget funds.

Chapter 18. Labor discipline

§ 1. General rules

Article 295. The concept of labor discipline and methods of ensuring it

Labor discipline is mandatory obedience of all employees to the labor legislation, collective agreements, collective agreement, as well as rules of internal labor procedure, other internal documents and rules of conduct established in accordance with the labor contract.

The employer is obliged to create the necessary conditions for employees to observe labor discipline in accordance with the labor legislation and other legal documents on labor, as well as the labor contract.

Labor discipline is ensured by creating the necessary socio-economic and organizational-technical conditions for normal work, methods of incentives and rewards for honest work, and the use of punitive measures against employees who violate work (position) obligations.

Article 296. Rules of internal labor procedure

The rules of the internal labor procedure, the procedure for hiring and terminating the employment contract concluded with employees in accordance with the labor legislation, the rights, obligations and responsibilities of the parties to the employment contract, work regime, rest time, benefits and penalties applied to employees , as well as an internal document that regulates other issues related to the regulation of labor relations at this employer.

Rules of internal labor procedure [to Article 15](#) of this Code approved by the appropriate employer in agreement with the trade union committee.

The rules of the internal labor procedure shall be applied to the employees to whom the disciplinary charters and regulations are applicable, to the extent that they do not contradict these charters and regulations.

Article 297. Statutes and regulations on discipline

Disciplinary charters and statutes are normative legal documents applied to certain categories of employees of certain sectors of the economy, as well as to employees of certain state bodies, violation of labor discipline by these employees can lead to serious consequences.

Charters and regulations on discipline are approved by the laws of the Republic of Uzbekistan, decrees and decisions of the President, decisions of the Cabinet of Ministers of the Republic of Uzbekistan.

Disciplinary charters and regulations define the scope of employees to whom they apply, the rights and obligations of employees, as well as officials who have the right to apply disciplinary sanctions, types of incentives, disciplinary sanctions, the order of their application is provided.

Article 298. Invalidity of the rules of internal documents regulating the labor procedure

The provisions of the internal documents regulating the labor procedure that worsen the situation of the employee in relation to the labor legislation, collective agreements or the collective agreement are invalid.

Article 299. Incentive for work

Incentive measures may be applied to the employee for work achievements.

Types of incentives, the procedure for their application are determined in collective agreements, collective agreements, internal labor procedure rules and other legal documents on labor and labor contracts.

Types of incentives for employees subject to disciplinary charters and regulations, and the procedure for their application are determined in the relevant disciplinary charters and regulations.

Employees may be presented with state awards for their special services to society and the state in the field of labor.

Wages, bonuses, additional payments, bonuses and other payments provided for in the labor remuneration system are not included in the category of incentives. The issue of payment of bonuses provided for in the labor compensation system to the employees brought to disciplinary liability during the validity period of the disciplinary punishment is resolved in the relevant regulations on rewards.

During the period of validity of the disciplinary punishment, incentive measures against the employee, including rewards that are not part of the labor remuneration system and are not based on labor results (holidays, including professional holidays, anniversaries, etc.) are not applied.

Article 300. Disciplinary responsibility of the employee

Disciplinary liability is a disciplinary action by an employee (the second part of Article 301 of this Code) is the legal liability that arises for the commission of the offense and is expressed in the application of a disciplinary sanction against this employee.

Types of disciplinary responsibility include general and special disciplinary responsibility.

General disciplinary responsibility is the responsibility regulated by this Code and the rules of the internal labor procedure, which is defined in Article 312 of this Code against the employee consists of applying one of the provided disciplinary measures and is applied to all employees, except for those who have been assigned special disciplinary responsibility.

Special disciplinary responsibility is the responsibility provided by the law, as well as disciplinary charters and regulations for specific categories of employees, and the application of disciplinary measures to the employee provided for by the relevant law, disciplinary charter and regulations.

Article 301. Grounds for disciplinary action against an employee

The commission of a disciplinary act by an employee is the basis for bringing the employee to disciplinary responsibility.

Disciplinary action is defined as the culpable, illegal, or inadequate performance of the employee's work duties (violation of work (position) duties).

If the employee's failure to fulfill his work (position) obligations or his failure to fulfill them properly occurred due to reasons beyond the control of the employee (the employer did not provide the necessary conditions for the employee to perform his work duties , in cases of force majeure, etc.), it is not allowed to bring the employee to disciplinary responsibility.

§ 2. Service check

Article 302. Concept of service inspection

A service inspection is an inspection carried out in order to determine the fact that an employee has committed a disciplinary act, the employee's guilt in committing it, the reasons and conditions that allowed the employee to commit a disciplinary act, and the nature and amount of material damage that can be caused to the employer.

Article 303. Making a decision on conducting a service inspection

Media reports, statements of the employee's immediate supervisor, appeals of individuals and legal entities, and other information that gives grounds for assuming that a disciplinary act has been committed by the employee are the basis for making a decision on conducting a service inspection. .

The employer has the right to decide on conducting a service review. Service check the decision to transfer is formalized with an appropriate order.

An employee who is subject to a service review must be introduced by signing the employer's order to conduct a service review and the composition of the service review commission.

Article 304. Creation of a service inspection commission

Service inspection by order of the employer to conduct a service inspection a transfer commission will be established (hereinafter referred to as the commission).

The commission shall consist of at least three members, one of whom shall be the chairman of the commission. The commission includes a member of the trade union committee, if it exists in the organization. The chairman of the commission organizes and coordinates the work of the commission. It is obligatory for the members of the commission to fulfill its legal requirements within the framework of the ongoing service inspection. The chairman of the commission is personally responsible for the quality of the organization, preparation and conduct of the service inspection, as well as the impartiality of its results, conclusions and proposals.

It is not allowed to include the following persons in the composition of the commission:

the official who made a decision to conduct a service inspection;

subordinates of employees whose actions need to be checked;

persons who are related to the employee who is being audited;

persons who may be directly or indirectly interested in the results of the service inspection, including persons who have reasonable suspicions that the employee is involved in the commission of a disciplinary act or the concealment of a disciplinary act;

persons whose appeal served as the basis for conducting a service inspection;

employees who are being audited.

Specialists may be involved as experts on a contractual basis to provide advice in the field of special knowledge to conduct a service audit.

Article 305. Rights and obligations of the commission

The commission has the following rights:

to offer written explanations to the employees who are being audited, as well as to provide other information on the nature of the audit issues;

to offer written explanations to the employees who may be aware of any information about the circumstances to be determined during the service inspection process;

if there are reasonable grounds to believe that the employee's presence at the workplace may interfere with the service inspection, making proposals to the employer to dismiss the employee during the service inspection;

Acquaintance and necessity of documents that are important for conducting a service audit attach their copies to service inspection materials, if available;

the service and production rooms used by the employee, including his workplace, plots of land, warehouses, tables, shelves, folders and other objects where there may be a body carrying confidential information carrying out an inspection with the consent of the employer, as well as inspecting with the employer's consent all objects containing confidential information, as well as accounting documents (record books and journals) reflecting their origin and movement;

submit a request for inventory, inspection, audit;

submitting a request to engage experts on the basis of a contract on matters requiring scientific, technical and other special knowledge and receiving advice from them.

The Commission may have other rights under the law.

Commission:

of the employee who is being reviewed and in the service review respecting the rights and freedoms of other persons involved in participation;

to ensure the preservation and confidentiality of service inspection materials, not to disclose information about the inspection results;

to explain his rights and obligations to the employee who is being audited;

inform the employer about the progress of the service inspection;

if the fact of committing a disciplinary act is established, document confirmation of the date and time of this disciplinary act, the circumstances that affect the level and nature of the responsibility of the employee who committed the disciplinary act, that both aggravate and alleviate his guilt;

collecting documents and materials describing the personal, business and moral qualities of the employee who is being audited;

study the materials of the previously conducted service review, as well as information about the disciplinary action committed by the employee who is being reviewed;

to offer an explanation to the employee who is being audited about the nature of the issues directly related to the audit, and in case he refuses to give an explanation, draw up an appropriate document to be signed by the members of the commission;

to interrogate those who witnessed the commission of a disciplinary act by an employee who is being inspected;

immediately notify the employer who made a decision to conduct a service inspection about the violations of labor obligations that have been identified and required to be eliminated;

determine the reasons and conditions that allowed the employee to commit a disciplinary act and propose measures aimed at eliminating them;

to Article 308 of this Code in the order of the employer to conduct a service inspection compliance with the deadline;

prepare a report on the results of the service inspection and submit it in accordance with Article 310 of this Code in the seventh part of the article submit to the employer within the specified period;

to introduce the employee who has been subject to a service review by signing a document on the results of the service review, the introduction was refused, or

and in case of refusal to sign the acquaintance, he must draw up an appropriate document signed by the members of the commission.

The commission may have other obligations under the law.

Article 306. Rights and obligations of the employee who is being audited

An employee who is being audited:

to find out why the service check is being conducted;
to apply for rejection of commission members;
to provide written explanations on issues of service inspection;
to submit petitions during the service inspection;
to provide documents, physical evidence to be added to service inspection materials;

later cross-examination of witnesses during service investigation

to provide for;

to get acquainted with the materials of the service inspection, to receive extracts and copies of them;

to get acquainted with the report on the results of the service inspection;

has the right to appeal against the commission's decisions and actions (inaction) in the manner established for individual labor disputes.

The employee has the right to request a service check to reject information that harms his honor and dignity. An application for conducting a service inspection shall be submitted to the employer in written form and shall be considered no later than three days from the date of its submission.

The employee, who is being inspected, must conscientiously use the rights granted to him, not obstruct the inspection, including refusing to participate in the inspection, destroying, falsifying, and other evidence to determine the truth. must not obstruct by committing illegal acts.

Article 307. Rejection of the commission member

An employee who is undergoing a service review is [in the third part](#) of Article 304 of this Code has the right to apply in writing to reject a member of the commission if one of the mentioned grounds exists.

Rejection of a member of the commission must be justified and may be submitted at any stage of the service review until the commission receives a report on the results of the service review.

The application for rejection of the member of the commission is submitted to the employer who made the decision to conduct a service review. The decision on the rejection application must be made by the official (body) who appointed the service inspection no later than one working day after the rejection application was submitted. This decision should be brought to the attention of the employee and commission members no later than the next working day.

[In the third part](#) of Article 304 of this Code there is one implied basis
If so, the commission member must immediately recuse himself.

If the employee's application to reject the commission member is approved or when a member of this commission recuses himself, the employer appoints a new member of the commission.

Article 308. Service inspection period

The duration of the service check should not exceed fifteen working days.

Check the service [in the first part](#) of this article in special cases where it is not possible to complete within the specified period, due to objective reasons, the employer has the right to extend the term of the service inspection for up to fifteen working days based on the justified reasons of the commission.

Article 309. Dismissal of an employee during a service inspection

If there are reasonable grounds to believe that the employee's presence at the workplace may interfere with the service inspection, the employer has the right to dismiss the employee.

Dismissal of the employee is formalized by the order of the employer, and the order is delivered to the attention of the employee, who is being reviewed, with a signature.

If the employee refuses to get acquainted with the order to remove him from work or to sign such an order, the commission members draw up an appropriate document. At the request of the employee, the employer must provide him with a certified copy of the order on dismissal no later than three days after the date of his application. The term of dismissal of an employee is in Article 308 of this Code should not exceed the specified service check period.

He has been suspended due to the fact that he is being investigated the average wage is maintained for the entire period of dismissal to the employee.

Article 310. Certificate of service inspection results

The report on the results of the service inspection must be signed by the members of the commission who voted for the relevant decision. A member of the commission who disagrees with the decision on the results of the service inspection has the right to express his opinion in writing, which is attached to the document on the results of the service inspection.

The report on the results of the service check should contain the following information need:

- about the employee against whom a service review was conducted (last name, first name, patronymic of the employee, the work he performs (position held), length of service at this employer, the presence or absence of disciplinary punishment for previously committed disciplinary offenses information about);
- about the composition of the commission that conducted the service inspection;
- about the basis of service inspection;
- about the existence or non-existence of the fact that the employee has committed a disciplinary act;
- about documents confirming the fact that a disciplinary offense has been committed;
- about the reasons indicated in the explanations of the employee who was subjected to a service review;
- about the cases of the employee committing a disciplinary act and its consequences;
- failure of the employee to fulfill his work obligations or not fulfill them properly on materials that confirm or exclude his guilt for;
- about the nature and amount of damage caused by the employee to the employer as a result of the disciplinary action (if any).

In the final part of the report on the results of the service inspection, the conclusions reached by the commission as a result of the service inspection should be formulated. In the event that the fact that the employee has committed a disciplinary act is confirmed, in the report on the results of the service inspection, the employee will be subject to disciplinary responsibility, and in the event that the fact that the employee actually caused direct damage to the employer is established, the employee will also be subject to financial responsibility. There should be proposals addressed to the employer, as well as preventive recommendations aimed at strengthening labor discipline, eliminating the reasons and conditions that allow employees to commit disciplinary acts.

If, as a result of the service review, it is established that there is no fact that the employee has committed a disciplinary act, or that the employee is not guilty of not fulfilling his work duties or not performing them properly, the final part of the report on the results of the service review shall include unreasonable suspicion against the employee. The reasons that made it possible or the real reasons that prevent the employee from fulfilling his work obligations must be indicated.

If the commission determines that the basis for conducting a service review is false information that harms the employee's honor, dignity, or professional reputation, the final part of the report on the results of the service review shall include this information. There should be a recommendation to reject the data.

If, according to the results of the service inspection, an administrative offense or signs of a crime are detected, the report on the results of the service inspection shall indicate proposals to send the inspection materials to the relevant state bodies.

The report on the results of the service review along with other materials collected by the commission must be submitted to the employer no later than three working days after the decision on the service review made at the commission meeting.

Article 311. Clarification of the rules on conducting a service inspection

The rules on the conduct of service inspections provided for in this Code are in the rules of the internal labor procedure, in the internal documents on the procedure for conducting the service inspection adopted by the employer in agreement with the trade union committee, the nature of the industry, the production itself can be clarified taking into account the characteristics, the description of the work tasks performed by the employees.

In the first part of this article The internal documents provided for the status of the employee It should not detract from the code.

Specific features of conducting a service review against employees subject to special disciplinary liability are determined by the law, as well as by charters and regulations on discipline.

§ 3. Disciplinary sanctions

Article 312. Disciplinary measures

The employer is subject to the following disciplinary punishment for violating labor discipline has the right to apply measures:

1) you are good;

2) a fine of no more than thirty percent of the average monthly salary. In the rules of the internal labor procedure, it is possible to provide for cases where the employee is fined in the amount of not more than fifty percent of the average monthly salary. Deduction of a fine from an employee's salary by the employer **is 269** of this Code and **Articles 270** is carried out in compliance with the requirements; 3) termination of the employment contract (paragraph

4 of the second part of Article 161 of this Code). and **clauses 5**).

It is not allowed to apply disciplinary sanctions that are not provided for in this Code, other laws, charters or regulations on discipline.

Article 313. Procedure for applying disciplinary sanctions

Disciplinary sanctions are applied by persons (bodies) authorized to employ (the **second** paragraph of Article 127 of this Code and **third parts**).

The employer must demand a written explanation from the employee before the disciplinary measure is applied, including if the disciplinary action is determined based on the results of the service investigation. The employee's refusal to provide a written explanation does not prevent the application of disciplinary action, and it is formalized by a document indicating the presence of witnesses.

Only one disciplinary measure may be applied for each disciplinary act.

The right to choose a disciplinary measure belongs to the employer. When applying a disciplinary measure, the seriousness of the committed act, the circumstances of its commission, the previous work and behavior of the employee are taken into account.

Disciplinary action against the employee is formalized by order of the employer.

Within three working days from the date of receipt of the employer's order to impose disciplinary punishment against the employee, without taking into account the time the employee was absent from work, by signing the order indicating the reasons for the punishment. will be announced.

He was not informed of the order of disciplinary action against him
the employee is considered to have no disciplinary punishment.

Refusal of the employee to familiarize himself with the order on the application of a disciplinary sanction against him shall be formalized by a document indicating the witnesses present.

In this case, the employee is considered to have been introduced to the order.

Article 314. Periods of disciplinary action

Disciplinary punishment is applied immediately after the discovery of a disciplinary act, but no later than one month from the date of discovery, without taking into account the period when the employee is temporarily incapacitated or on vacation. The day on which the report on the results of the service inspection is signed by the commission is considered the day on which the disciplinary action determined by the results of the service inspection was determined.

Disciplinary punishment can be applied no later than six months from the day of committing the disciplinary act, and according to the results of the audit or audit of financial and economic activity, no later than two years from the day of its commission. These periods do not include the time of criminal proceedings.

Article 315. Duration, Completion and Removal of Disciplinary Action

The validity period of the disciplinary punishment shall not exceed one year from the date of its application.

If a new disciplinary penalty is not applied to an employee within one year from the date of application of the disciplinary penalty, he is considered not to have been subject to disciplinary penalty. In this case, the disciplinary punishment is completed automatically without the employer's order.

The employer has the right to remove the disciplinary punishment on his own initiative, at the request of the employee's immediate supervisor, the trade union committee, as well as at the request of the employee, before the expiration of one year. Early removal of disciplinary punishment is formalized by order of the employer.

The rules for completion and removal of the disciplinary punishment provided for in this article are established by the initiative of the employer in part 4 of the second part of Article 161 of this Code. and paragraphs 5 does not apply if the corresponding employment contract is terminated.

Chapter 19. Financial responsibility of the parties to the employment contract

§ 1. General rules

Article 316. The concept of financial responsibility of the parties to the employment contract

The material responsibility of the parties to the employment contract is a legal responsibility that represents the obligation of the party to the employment contract to compensate for the damage caused to the other party in the manner established by this Code and other laws.

Termination of the employment contract after the damage is caused by this contract
does not release the party from financial responsibility.

Article 317. Clarifying the financial responsibility of the parties to the employment contract

An employment contract or an additional written agreement to it, as well as a collective agreement may clarify the financial responsibility of the parties to the employment contract.

In this case, the employer's contractual liability to the employee should not be less than that stipulated in this Code, and the employee's liability to the employer should not be higher than that stipulated in this Code.

Article 318. Conditions of material liability of the party to the employment contract

Material liability of the party to the employment contract, unless otherwise provided for in this Code or other laws, for the damage caused to the other party of this contract as a result of the culpable illegal act (action or inaction) of the party to the labor contract, as well as the culpable illegal act and the damage occurs due to the existence of a causal relationship between them.

Each of the parties to the employment contract must prove the amount of material damage caused to him.

§ 2. Material responsibility of the employer for the damage caused to the employee

Article 319. Damages for which the employee must be compensated

The employer must compensate the damage caused to the employee in the following cases:
when the employee is illegally deprived of the opportunity to work;
when an employee's life or health is harmed;
when the payment of wages to the employee and other payments due to him are delayed;
when the employee's property is damaged.

If the employer's illegal actions (inaction) caused physical or moral suffering to the employee, the moral damage caused to the employee must be compensated.

Article 320. The employer's obligation to compensate the damage caused to the employee as a result of the illegal deprivation of the opportunity to work

In all cases of illegal deprivation of the opportunity to work, the employer must compensate the employee for the wages he did not receive. If wages are not received as a result of the following, such an obligation arises: illegal refusal of employment;

that the employee was illegally transferred to another job;
that the employee was illegally dismissed from work;
that the employment contract with the employee was illegally terminated;
the fact that the employer has delayed providing the employee with a copy of the work book or an electronic work book;
reinstatement of the employee to his previous job by the labor dispute resolution body
that he did not fulfill his decision on time;
which prevents the employee from entering another job, his honor, dignity or
that the information damaging the reputation of the business is distributed by any means;
other cases stipulated by laws and collective agreements and (or) collective agreement.

Article 321. The employer's obligation to compensate for the damage caused to the life or health of the employee

The employer is obliged to compensate the damage caused to the life or health of the employee due to disability at work and (or) occupational disease.

The employer shall be financially responsible for the damage caused to the life or health of the employee due to the injury caused to the life or health of the employee during the performance of labor duties both in its territory and outside it, as well as during the transportation provided by the employer while going to or returning from work. .

If the employer cannot prove that the damage was not caused by his fault, he must compensate the damage caused to the employee due to work disability and (or) occupational disease.

The employer must compensate for the damage caused to the life or health of the employee from a source of high risk during the performance of his work duties, if he cannot prove that the damage was caused by forces that cannot be eliminated or as a result of the victim's intentional act.

Article 322. Payments made by the employer in connection with damage to the health of the employee

Compensation for damage caused to the health of the employee by the employer includes the following:

- pay a one-time allowance to an employee;
- monthly payments made to the employee in the form of compensation for lost wages;
- compensation of additional expenses of the employee.

Article 323. One way in connection with damage to the employee's health amount of allowance

The amount of benefits paid in one lump sum by the employer in connection with damage to the employee's health is determined in the collective agreement, if it has not been concluded, according to the agreement between the employer and the trade union committee. In this case, the lump-sum benefit paid in connection with damage to the employee's health should not be less than the annual salary calculated on the basis of the average monthly salary of the injured employee.

Article 324. Lost due to damage to the employee's health the amount of monthly payments made to compensate for the salary

The amount of monthly payments made to compensate for lost wages due to damage to an employee's health is compared to the average monthly wages received by the victim before becoming disabled at work in relation to the degree of loss of professional working capacity, determined in the appropriate percentage ratio.

The degree of loss of professional work ability is determined by the medical and social expert commission.

Wage, stipend, pension and other incomes received by the victim are not taken into account when determining compensation for damages. In this case, the amount of compensation for the damages caused to the victims of work disability - persons with disabilities - should not be less than fifty percent of the minimum amount of remuneration for work established by the legislation.

Article 325. Additional expenses in case of damage to the health of the employee compensation

The employer who is responsible for the damage to the health of the employee [in Article 323](#) of this Code and [in the first part](#) of Article 324 in addition to the stipulated payments, the victim must be compensated for additional expenses caused by work disability or occupational disease. Treatment, prostheses, supplementary nutrition, purchase of medicines, costs of treatment at a sanatorium-resort, including the cost of travel to and from the place of treatment of the victim and, if necessary, the person accompanying him, care of others, expenses for the purchase of special vehicles and other types of assistance, if he is deemed by the medical and social expert commission to be in need of this type of assistance and does not have the right to receive them free of charge from the relevant organizations, as well as compensation for damages between the victim and the employer in the event of a dispute over compensation and in the event that the dispute is resolved in favor of the victim, the attorney's fees for the rendered legal assistance shall be reimbursed.

The costs of the purchase of drugs are paid by the employer upon presentation of a prescribed form of prescription written by the attending physician and a receipt indicating the purchased drugs.

For persons with disabilities of group I, the opinion of the medical and social expert commission on the need for home care is not required (except for the cases where they need special medical assistance).

A victim who needs several types of assistance specified in this article shall be reimbursed for the costs associated with receiving each type of assistance.

Article 326. Joint liability of the parties to the employment contract in case of damage to the health of the employee

If the gross negligence of the victim caused the damage to occur or increase, the amount of the damage to be compensated will be reduced accordingly, depending on the level of the victim's fault.

In cases where the victim was grossly negligent and the employer was not at fault, and the employer's liability arises regardless of his guilt or innocence, the amount of damages to be compensated may be reduced by the court.

In this case, it is not allowed to refuse to compensate for the damage.

Mixed liability covers the compensation of additional expenses during compensation for damage to the employee's health, the payment of a one-time allowance, as well as the death of the damage caused in connection with the death of the employee who is the breadwinner. does not apply to compensation.

Article 327. The scope of persons who have the right to be compensated by the employer for the damage caused in connection with the death of an employee who is a dependent

In the event that an employee who is a dependent (hereinafter referred to as a dependent) dies due to work disability, occupational disease or other injury caused to health related to the performance of labor duties, the employer shall compensate the following persons for damages must cover:

to dependents of the deceased, as well as persons under the age of eighteen or persons who had the right to receive support from him until the day of his death;

to a child born after the death of the deceased;

to one of the parents (substitute parent), husband (wife) or other family member, if he is not working and the deceased has not reached the age of fourteen or has reached this age although, according to the conclusion of medical institutions, he is busy taking care of his children, brothers, sisters or grandchildren who need the care of others due to their health condition.

It is assumed that the children are looking after and does not require proof.

The following are considered incapacitated:

persons over eighteen years of age, if they were diagnosed with disability before reaching this age;

men who have reached the age of sixty and women who have reached the age of fifty-five;

persons with disabilities.

The time when the family member was unable to work (before the death of the breadwinner or later) shall not affect his right to compensation.

Pupils of eighteen years of age and older have the right to compensation until they complete their studies in full-time educational institutions, but not more than twenty-three years of age.

Article 328. The term of compensation by the employer for the damage caused due to the death of the breadwinner

The damage caused due to the death of the breadwinner is compensated as follows:

to minors - up to the age of eighteen;

to students over eighteen years of age - until they have completed full-time education, but not more than twenty-three years of age;

for women over fifty-five years old and men over sixty years old - for life;

to persons with disabilities - for the period of disability;

to one of the parents, husband (wife) or other family member who is busy taking care of the children, grandchildren, brothers and sisters of the deceased - until the dependents reach the age of fourteen.

Article 329. Payments to be made in case of compensation of the damage caused by the death of the breadwinner by the employer

Reimbursement of damages by the employer in connection with the death of a breadwinner includes the payment of the following to persons who have the right to be compensated by the employer for damages caused by the death of a breadwinner:

lump sum allowance;

monthly payments made to compensate the breadwinner for lost wages;

compensation for additional costs.

Article 330. The amount of lump-sum allowance in connection with the death of a dependent due to disability or occupational disease The amount of

lump-sum allowance in connection with the death of a dependent due to disability or occupational disease is in the collective agreement, if it has not been concluded Isa is determined by agreement between the employer and the trade union committee.

The amount of a lump-sum allowance in connection with the death of a breadwinner shall not be less than six times the average annual salary of the deceased.

Article 331. The amount of monthly payments made to compensate the dependent for lost wages

In the case of disabled persons who are under the care of the deceased breadwinner and have the right to be compensated for the damage caused due to his death, the amount of the damage is equal to the average monthly salary of the deceased, plus the share that belongs to him. and is determined after deducting the share of able-bodied persons who are dependent on him, but who are not entitled to compensation.

To determine the amount of compensation for each of the persons entitled to compensation, the part of the breadwinner's salary corresponding to all these persons is divided by their number.

He is not a dependent of the deceased, but has the right to compensation its amount is determined in the following manner for persons who are incapable of work, if:

if the security fund is collected in a court of law, then compensation for damages is a court determined by the amount assigned by;

if the maintenance funds were not collected in court, then the compensation of the damage is determined taking into account their financial condition and the possibility of providing support to them during the life of the deceased.

If both dependents of the deceased and non-dependents of the deceased have the right to compensation for damages, the amount of compensation for damages to non-dependents of the deceased is determined first. The amount of damages determined for them is deducted from the salary of the breadwinner, then based on the remaining amount of wages, the amount of compensation for the dependents of the deceased is calculated according to the first paragraph of this article . and **in the second parts** determined in the prescribed manner.

Bereavement pensions, as well as other pensions, wages, stipends and other incomes awarded to persons entitled to compensation for loss of a breadwinner, are not included in the calculation of compensation for losses.

In this case, the amount of compensation for each dependent person should not be less than fifty percent of the minimum amount of remuneration for work established by the legislation.

With the increase of the minimum amount of labor compensation established by the legislation, the compensation amount for each dependent person also increases proportionally.

Article 332. Additional expenses due to the death of the breadwinner compensation

In case of death of an employee due to disability at work, the employer must additionally compensate the person who incurred the necessary expenses for burial.

Burial expenses are not included in damages.

In the first part of this article compensation for additional expenses other than the stipulated expenses, transportation of the body of the deceased employee, appeal against the decision of the employer on the refusal to compensate for the damage caused in connection with the death of the breadwinner, or the dispute is resolved in favor of the person who incurred these expenses The amount of fees to be paid in case of

Article 333. Financial liability of the employer for delay in payment of wages to the employee and other payments due to him

In case the employer violates the deadline for payment of wages, vacation payments, payments upon termination of the employment contract and (or) other payments due to the employee, they shall be paid from the day after the payment deadline. payment of the Central Bank of the Republic of Uzbekistan with interest (monetary compensation) based on the refinancing rate in effect at that time for each day of delay from that date up to and including the day of actual settlement a must

The amount of monetary compensation to be paid to the employee Uzbekistan The refinancing rate of the Central Bank of the Republic is set at ten percent.

In the second part of this article the amount of fixed compensation paid to the employee can be increased by a collective agreement, an internal document or an employment contract. The obligation to pay this monetary compensation arises regardless of whether the employer is at fault for the delay in the payment of the monthly salary or other payments due to the employee.

Article 334. The employer for damage to the employee's property material liability

The employer who caused damage to the employee's property, if he cannot prove that he is not at fault, shall compensate the damage in full. The amount of the damage is calculated according to the market prices in effect on the day of compensation of the damage.

Damage to the employee's property can be compensated in kind with the employee's consent.

Article 335. Compensation for moral damage caused to the employee

The moral damage caused to the employee due to the illegal actions or inaction of the employer shall be compensated in the form of money to the employee in the amount determined by the agreement of the parties to the employment contract.

In the event of a dispute, the fact of moral damage to the employee and the amount of compensation shall be determined by the court, regardless of the material damage to be compensated.

Article 336. Compensation for damage to the life and health of the employee the procedure for reviewing applications

Application for compensation for damage to life and health by the injured employee to the employer, and for compensation for damage in case of his death

given by the interested parties who have the right. The employer must consider the application and make an appropriate decision within ten days from the date of receipt of the application.

A copy of the employer's order to compensate the employee for damage to his life and health, or the employer's reasoned written refusal to the employee or interested parties who have the right to compensation for the damage this order shall be submitted within three days from the date of its acceptance.

The employee or the interested parties who have the right to compensation for damages do not agree with the decision of the employer or the [first](#) paragraph of this article and [in the second parts](#) if they do not receive an answer within the specified period, they can apply to the court to resolve this dispute.

§ 3. Financial responsibility of the employee for the damage caused to the employer

Article 337. The obligation of the employee to compensate the damage caused to the employer

The employee must compensate the employer for the actual damage caused directly.

Unearned earnings (lost profits) are not recovered from the employee.

Actual damage caused directly means that the existing property of the employer (including the property of third parties in the employer, if the employer is responsible for the preservation of this property) is actually reduced, or it is understood that it is in bad condition, as well as the need for the employer to make excessive expenses and make payments for the purchase and restoration of property or compensation for the damage caused by the employee to third parties.

Article 338. Circumstances excluding the financial responsibility of the employee

Financial responsibility of the employee in cases where the damage occurred due to force majeure, justified economic risk, last necessity or necessary defense, or the employer's failure to provide the necessary conditions for the preservation of the property entrusted to the employee excluded.

Justified economic risk means that when the goal cannot be achieved in any other way, the employee duly fulfilled the duties of the position assigned to him, showed a certain level of care and caution, and took measures to eliminate the damage. and in cases where the object of economic risk is not human life and health, but material wealth, it is understood actions taken in accordance with modern knowledge and experience.

Article 339. The employer's right to refuse to recover damages from the employee

The employer has the right to refuse to fully or partially recover the damage from the guilty employee, taking into account the specific circumstances of the material damage. The owner of the organization can limit this right of the employer in the cases stipulated by the legislation, as well as in the founding documents of the organization.

Article 340. Scope of financial responsibility of the employee

If this Code does not provide otherwise, the employee shall have his average will be financially responsible within the monthly salary.

Article 341. Full financial responsibility of the employee

The full financial responsibility of the employee consists of his obligation to compensate the employer in full for the real damage caused directly.

The full amount of pecuniary responsibility for damage caused by this Code or otherwise can be imposed on the employee only in the cases stipulated by law.

Employees under the age of eighteen are fully financially responsible only for intentional damage, for damage caused by alcohol, drug or toxic substance intoxication, as well as for damage caused as a result of committing a criminal or administrative offense. .

Article 342. Cases of full financial responsibility of the employee

The full financial responsibility for the damage is the employee's in the following cases is charged with:

- 1) in the absence of valuables entrusted to him on the basis of the contract on full financial responsibility;
- 2) when the full preservation of the assets received by the employee according to a one-time document (power of attorney for receipt of goods and material values, receipt-handover document, etc.) is not ensured;
- 3) in case of intentional damage;
- 4) in case of damage caused by alcohol, drugs or toxic substance while intoxicated;
- 5) when damage is caused as a result of the criminal actions of the employee determined by the court;
- 6) when damage is caused as a result of an administrative offense, if this is determined by the relevant state body or court;
- 7) when information constituting state secrets or other secrets protected by law (commercial, service secrets or other secrets) is disclosed;
- 8) when damage is caused if the employee does not fulfill his work obligations.

Full material responsibility is provided by this Code or other laws can be imposed on the employee in some cases.

The head of the organization, his deputies, the chief accountant of the organization, a separate structure of the organization head [to Article 488](#) of this Code shall be fully financially responsible.

Article 343. Contracts on full material responsibility

An employee who deals directly with monetary or commodity valuables shall be fully financially responsible for failure to ensure the safekeeping of the valuables entrusted to him on the basis of the contract on full financial responsibility. A contract on full financial responsibility concluded with an employee whose handling of money or commodity values is not part of his duties is considered invalid.

A person who has reached the age of eighteen who is employed or performs work related to the provision of services related to the handling of money and commodity values, when he is hired or later as an addition to the employment contract with this person an agreement on personal liability can be concluded.

If the job (position) for which the employee is an applicant requires the conclusion of an agreement on full financial responsibility, and the employee does not agree to conclude such an agreement, the employer has the right to refuse to hire him.

The employer has the right to conclude an agreement on individual full financial responsibility with an employee who directly deals with money or commodity values. in the event that it is not possible to conclude an agreement on limiting the liability of each employee for damage and concluding an agreement on individual full financial responsibility the employer has the right to conclude an agreement on the full financial responsibility of the team (brigade).

According to the agreement on individual full financial responsibility, valuables are transferred to a specific employee who will be personally responsible for their safekeeping. The employee with whom this contract was concluded must prove his innocence in order to be released from liability.

The contract on the full financial responsibility of the team (brigade) is signed by the employer and is established among all members of the team (brigade).

In accordance with the agreement on the full financial responsibility of the team (brigade), the valuables are transferred to a predetermined group of persons, the team (brigade), who bear full financial responsibility for their preservation.

In order to be released from responsibility, some member of the team (brigade) must prove his innocence.

In the contract on individual full material responsibility or team (brigade) full material responsibility, the duties of the parties to the labor contract to ensure the preservation of valuables entrusted to the employee, team (brigade) are specified, and their additional rights, duties and responsibilities are determined.

The list of categories of employees with whom an agreement on full financial responsibility is concluded is determined by the employer in the collective agreement, if no collective agreement has been concluded, in agreement with the trade union committee. The list of units, where work is performed jointly by employees directly dealing with money or commodity values, and where full financial responsibility of the team (brigade) can be introduced, is determined in the same manner.

Recommendations for concluding an agreement with an employee on full individual financial responsibility or full financial responsibility of a team (brigade), a sample form of these contracts, as well as on full financial responsibility itself A sample list of positions and jobs held by employees with whom written contracts can be concluded is approved by the Ministry of Employment and Labor Relations of the Republic of Uzbekistan.

Article 346 of this Code in the case of voluntary compensation of damages, the degree of guilt of each member of the team (brigade) is determined by agreement between all members of the team (brigade) and the employer. The degree of guilt of each member of the team (brigade) is determined by the court during the recovery of damages.

Allow compensation of deficits in accordance with the agreement between the employer and the trade union committee in organizations engaged in the provision of services related to the handling of valuables (storage, sale, transportation, processing). a floating risk fund can be created.

An employee who has not concluded a written contract on full financial responsibility with the employer, and such contract is not part of his functional obligations to deal with monetary or commodity values, a person under the age of eighteen, or the ninth of this [article in the part](#) in cases where it is concluded with a person who is not included in the list of the specified category of employees, the employer may be charged with limited material liability for the damage caused to the employer. In such cases, full financial responsibility is borne by the employee only [in clauses 2 - 8](#) of the first part of Article 342 of this Code employees under the age of 18 who have the specified grounds are charged only [in the third part](#) of Article 341 of this Code can be loaded only in specified cases.

Article 344. The obligation of the employer to determine the amount of damage and the cause of its occurrence

Before making a decision on compensation for the damage caused by certain employees, the employer shall determine the amount of the damage and the reasons for its occurrence [in Articles 302 - 311](#) of this Code. must conduct a service inspection in the prescribed manner.

It is mandatory to request a written explanation from the employee to determine the causes of the damage. The employee's refusal to give an explanation does not prevent him from being held financially liable for causing damage to the employer, and it is formalized with a document indicating the witnesses present.

Article 345. Determining the amount of damage caused

The amount of damage to the employer is determined based on actual losses based on accounting data.

The amount of damage to the employer's property related to fixed assets (equipment) is calculated based on the balance value (cost) of tangible assets, deducting depreciation according to established norms.

In the case of theft, shortage, intentional destruction or intentional damage of the employer's property related to fixed funds (tools), the amount of damage shall be calculated according to the market prices valid in this area on the day of discovery of the damage. In other cases, the amount of damage is calculated according to the market prices valid in the relevant area on the day of its occurrence.

In the legislation, there is a special procedure for determining the amount of damage caused to the employer due to theft, shortage or loss of certain types of property and other material valuables, including the damage in cases where the actual amount of damage caused to the employer is greater than its nominal amount. a special procedure for calculating several times can be specified.

Article 346. Voluntary compensation of damages by the employee

An employee who is guilty of causing damage to the employer has the right to voluntary full or partial compensation for the damage.

Voluntary compensation for damage is carried out within the framework provided by this Code.

In accordance with the agreement of the employee and the employer, it is allowed to compensate the damage on the basis of installments. In this case, the employee submits to the employer a written obligation to compensate for the damage, indicating the exact terms of payments. If the employee, who gave a notarized obligation to voluntarily compensate for the damage, has terminated the employment relationship and refuses to compensate for the damage, the unpaid debt is collected based on the notary's enforcement letters.

With his consent to the employer to compensate the employee for the damage caused may provide property of equal value or repair damaged property.

Article 347. The procedure for recovery of damages from the employee to the employer

Recovery of the amount of damage caused to the employer in an amount not exceeding the average monthly salary from the guilty employee shall be carried out in accordance with the employer's order received no later than one month from the date of discovery of the damage.

If the amount of damages to be recovered from the employee exceeds his average monthly salary, or if one month has passed since the damage was discovered, the recovery will be carried out in court.

Article 348. Reimbursement of expenses related to the training of the employee

In the event that the employee's employment contract is terminated without good reason before the period stipulated in the contract or in the agreement on training at the expense of the employer, the employee made it for training by the employer, o After the end of the winter period, he must compensate for the expenses calculated in proportion to the time he did not actually work, unless otherwise stipulated in the employment contract or training agreement.

Article 349. Compensation for the damage caused to the organization by its leader

Damage caused to the organization by its head working under the employment contract shall be compensated based on the decision of the owner of the organization or the body authorized by him, in accordance with the provisions set forth in this Code.

In case the manager refuses to compensate for the loss in a voluntary manner, the damage caused shall be charged in court.

Article 350. Reduction of the amount of damages charged to the employee by the court

The court, taking into account the level and form of the offense, specific circumstances and the financial situation of the employee, may reduce the amount of damages recoverable.

The court has the right to approve a settlement agreement to reduce the amount of damages charged to the employee.

If the damage was caused due to a crime committed with a malicious intent, it is not allowed to reduce the amount of damage charged to the employee.

Chapter 20. Labor protection

§ 1. General rules

Article 351. The concept of labor protection

Labor protection is a system of legal, socio-economic, organizational, technical, sanitary-hygienic, treatment-prophylactic, rehabilitation measures and tools to ensure human safety, life and health, work ability.

Article 352. Labor protection requirements

Employers must provide working conditions that meet safety and hygiene requirements.

Requirements for labor protection are defined in this Code, other legal documents, as well as regulatory documents in the field of technical regulation of labor protection issues (hereinafter referred to as labor protection rules).

Requirements for labor protection in the course of work, the life of the employee and defines rules, procedures and criteria aimed at maintaining health.

Requirements for labor protection during the design, construction (reconstruction) of objects, their use, construction of machines, mechanisms and other equipment, development of technological processes, organization of production and labor, as well as other types of legal activities and must be performed by individuals.

Personal and collective protective equipment of employees must comply with labor protection requirements and have a certificate of conformity.

The procedure for developing, approving and amending legal documents containing labor protection requirements and labor protection rules is determined by the Cabinet of Ministers of the Republic of Uzbekistan, taking into account the proposals of the republic tripartite commission on social and labor issues.

Article 353. Funds and materials allocated by the employer for labor protection activities Necessary funds and materials

are allocated by the employer for conducting labor protection activities. It is forbidden to use these funds and materials for other purposes. The procedure for using these funds and materials shall be determined by the employer in agreement with the trade union committee in the collective agreement, if it has not been concluded.

The employer to carry out labor protection activities has the right to establish a protection fund.

Employees will not be productive due to labor protection measures.

Labor teams, trade union committees take measures related to labor protection controls the use of funds and materials allocated for transfer.

Article 354. In the field of labor protection for certain categories of employees specific features of legal regulation of relations

Specific features of the legal regulation of relations in the field of labor protection for certain categories of employees are in [Section VI](#) of this Code and other legal documents on labor.

It is forbidden to use the labor of persons under the age of eighteen, as well as persons unfit for such work, in heavy work and work in harmful and dangerous working conditions.

The list of hard work and work in harmful or dangerous working conditions, where the labor of persons under the age of eighteen is prohibited, is approved by the Cabinet of Ministers of the Republic of Uzbekistan at the proposal of the republican tripartite commission on social and labor issues.

§ 2. Rights and obligations of the parties to the labor contract in the field of labor protection

Article 355. Rights and obligations of the employee in the field of labor protection

The employee has the following rights:

to have a workplace that meets the requirements of regulatory legal documents and labor protection rules;

to receive information from the employer about working conditions, including the risk of contracting occupational diseases and other diseases, the benefits and compensations that should be given to him because of this, as well as personal and collective protection means;

work in accordance with the established norms and requirements of labor protection provision of personal protective equipment at the expense of the provider;

mandatory state social insurance against industrial accidents and occupational diseases in the manner established by law;

danger to one's life and health due to violation of labor protection requirements in case of occurrence, refusal to perform work until such danger is eliminated;

request to conduct an inspection of working conditions and labor protection at your workplace by the body that carries out state control and inspection of compliance with labor protection requirements;

on safe methods and methods of work at the expense of the employer reading;

receive benefits and compensations established by law;

reimbursement by the employer of the damage caused to the employee's life or health due to the fact that he was disabled at work, occupational disease or otherwise injured his health in connection with the performance of his labor obligations;

to personally participate or participate through their representatives in considering issues related to ensuring safe working conditions at their workplace, in the investigation of an accident that occurred in their production or their occupational disease;

his place of work (position) during medical examination in accordance with medical recommendations and extraordinary passing of this medical examination while maintaining the average salary;

study and retraining at the expense of the employer in case of termination of employment due to violation of labor protection requirements.

The employee may have other rights under the law.

Employee: compliance with the requirements of regulatory legal documents and labor protection rules; proper use of personal protective equipment; passing of guidance on labor protection, labor protection study and improve skills on issues;

mandatory medical examinations;

must immediately inform the employer about any situation that directly threatens the life and health of people, as well as about any accident that occurred in the course of work or production related to it.

The employee may have other obligations under the law.

Article 356. Conditions corresponding to labor protection requirements security guarantees

Work in conditions that meet the requirements of labor protection for state employees guarantees that the right to do so will be protected.

The working conditions provided for in the labor contract must comply with the labor protection requirements.

When the employer's activity is suspended due to violation of labor protection requirements, the employee's workplace (position) and average salary are preserved. At this time, the employee may be transferred to another job by the employer with his/her consent, being paid for his/her work for the work he/she is doing, but not less than the average salary for the previous job. .

The employee refused to perform the work when there was a danger to his life and health in case, the employer must give the employee another job until such risk is eliminated.

If it is not possible to give another job to the employee for objective reasons, the employer shall pay for the period of idleness until the danger to his life and health is eliminated by the employer in accordance with the second part of Article 266 of this [Code](#) will be paid accordingly.

If the employee is not provided with personal and collective protective equipment in accordance with the established norms, the employer does not have the right to demand the employee to fulfill his labor obligations, and for this reason, for the idleness that occurred in the work, 266-[to the second part](#) of the article must pay the appropriate fee.

Refusal of an employee to perform work in harmful and (or) dangerous working conditions not provided for in the labor contract, in case of danger to his life and health due to violation of labor protection requirements, does not cause him to be held disciplinary.

In case of damage to the life and health of an employee in connection with the performance of his work duties, compensation for this damage shall be carried out in accordance with the law.

In order to prevent and eliminate violations of labor protection requirements, the state ensures the organization and implementation of state control and inspection of compliance with these requirements, and determines the responsibility of the employer and his officials for the violation of these requirements.

Article 357. Guarantees of the right to labor protection when hiring and transferring an employee

It is forbidden to recruit and transfer an employee to another job, where there are contraindications due to his health condition.

When recruiting and transferring an employee to a job where there is a high probability of danger to his life and health, the employer must warn him about this.

Article 358. The employee's right to refuse to perform work that threatens his life and health

Situations that threaten the employee's life and health have occurred in the course of work has the right to immediately notify the employer and refuse to perform the relevant work until the circumstances threatening his life and health are eliminated. During this period, the average salary of the employee is kept.

If it is determined that there are no circumstances threatening the life and health of the employee, the employer shall, [in accordance with Articles 302 - 311](#) of this Code has the right to initiate a service inspection against the employee in accordance with the established procedure.

Article 359. Rights and obligations of the employer in the field of labor protection

The employer has the following rights:

requiring employees to comply with norms, rules and instructions on labor protection and safe conduct of work; checking the state of intoxication from alcoholic beverages, drugs or toxic substances medical examination of employees for;

the seriousness of the injuries received by the employees in the production, whether they have diseases that can cause injuries, as well as whether they are in a state of intoxication from alcohol, drugs or toxic substances receiving information about;

appeal to a superior body or official or directly to the court about the decisions of the bodies that carry out state control and inspection of compliance with labor protection requirements, the actions (inaction) of their officials;

taking measures to reward and financially encourage employees for compliance with labor protection requirements;

disciplinary action against employees who are guilty of violating labor protection requirements.

The employer may have other rights under the law.

Employer:

to labor protection requirements of working conditions in each workplace ensure compliance;

create a labor protection management system and ensure its operation;

ensuring the safety of employees in the use of buildings, structures, equipment, in the implementation of technological processes, as well as in the use of raw materials and materials in the production, performance of work and provision of services;

over the state of working conditions in workplaces, especially harmful production factors and control over hazardous production factors;

about the working conditions of employees, including the risk of occupational diseases and other diseases, the state of labor protection in certain workplaces and production, as well as the benefits and compensations that should be given to them in this regard, as well as personal and collective means of protection timely notification;

organization of the labor protection service and the road safety service in accordance with the law;

to provide employees with milk, treatment-prophylactic food, carbonated salt water, personal protection and hygiene products, as well as collective protection products according to the established norms;

to ensure the provision of sanitary, household and medical services to employees in accordance with legal documents, as well as labor protection rules;

ensure that employees pass guidance on labor protection, training, retraining, upgrading their skills and checking their knowledge on labor protection issues;

lack of training, guidance and knowledge on labor protection does not employ unscreened employees;

certification of workplaces in which employees working in harmful, dangerous and other working conditions are given benefits and compensations, are given the right to retire under preferential conditions, and where persons with disabilities are employed, according to the procedure established by law;

organization of initial (when entering work) and periodical (during employment) mandatory medical examination;

to the bodies that carry out state control and inspection of compliance with labor protection requirements, as well as to trade unions and other representative bodies of employees, necessary for control, inspection and monitoring of the state of labor protection, accidents and occupational diseases that occurred in production providing information and materials;

prevention of accidents, life of employees when such situations occur and take care of health, including first aid measures for victims;

timely execution of the instructions of the bodies that carry out state control and inspection of compliance with labor protection requirements and timely consideration of the submissions of trade unions and other representative bodies of employees;

provision of mandatory state social insurance of employees against industrial accidents and occupational diseases, as well as mandatory civil liability insurance of the employer;

must carry out the investigation of industrial accidents and occupational diseases, as well as keep their accounts.

The employer may have other obligations under the law.

Article 360. Mandatory medical examinations

The employer provides the following initial (when concluding an employment contract) and periodic (during employment) must organize a mandatory medical examination:

persons under the age of eighteen;

persons who have reached the general retirement age;

persons with disabilities;

those who are employed in jobs with unfavorable working conditions, night jobs, as well as jobs related to the movement of vehicles;

in the food industry, trade and directly related to providing services to the population those employed in other industries;

Pedagogical employees and other employees of general secondary education organizations, pre-school education organizations and other organizations who are directly engaged in education or upbringing of children.

The Ministry of Health of the Republic of Uzbekistan shall determine the list of jobs with unfavorable working conditions and other jobs, during which initial and periodic mandatory medical examinations are conducted, and the procedure for conducting these examinations.

Mandatory medical examinations are carried out by treatment and prevention institutions that provide medical services to organizations, and in the absence of them, by treatment and prevention institutions at the location of the organization.

Obligation to conduct mandatory medical examinations shall be borne by the employer even if the persons who are required to undergo mandatory medical examinations in accordance with the law are transferred to another job.

Employees will not be productive due to mandatory medical examinations.

Employees do not have the right to avoid mandatory medical examinations.

The employer is obliged to dismiss the persons who have not passed the mandatory medical examination or who refuse to comply with the recommendations given by the medical commissions based on the results of the mandatory medical examination.

If the employee believes that the deterioration of health is related to working conditions, he has the right to request an extraordinary mandatory medical examination.

During mandatory medical examinations, the employee's workplace (position) and average salary will be preserved.

Article 361. Job requirements

According to the structure of the buildings (structures) in which workplaces are located, they should be suitable for their defined functional purpose and the requirements of labor safety and labor protection.

The equipment intended for work must comply with the safety standards established for this type of equipment, have the appropriate technical passports (certificate), warning signs, and barriers or protective devices to ensure the safety of employees at workplaces. should be provided with

Emergency routes and exits are designated for employees to leave the building should be kept empty and removed to the open air or to a safe area.

Danger zones must be clearly marked. If workplaces are located in dangerous zones where there is a danger for the employee due to the nature of the work, such places should be equipped with devices that prevent the entry of strangers into these zones.

Pedestrians and technological vehicles are safe in the territory of the organization should move.

During working hours, the temperature, lighting, and ventilation in the room where the workplaces are located must comply with sanitary standards and regulations.

The following are subject to attestation of workplaces according to working conditions:

benefits to employees according to working conditions and
jobs with compensation;

jobs where persons with disabilities are employed;

productions, institutions that provide the right to receive a pension on preferential terms,
jobs specified in the lists of jobs, professions, positions and indicators;

jobs in hazardous production facilities.

Labor in legislation, as well as in collective agreements and collective agreements depending on the conditions, certification of other jobs may be provided.

Article 362. Guidance and training of employees on labor protection

For all new employees, as well as employees who are being transferred to other jobs, the employer must provide guidance on labor protection, safe work methods and methods, and assistance to victims of industrial accidents. must organize training.

For employees entering high-risk production or jobs requiring professional selection, preliminary training on safe methods and methods, occupational safety training for one month, and an exam will be passed. and then mandatory periodical attestation on labor protection issues is conducted.

The employees of the organizations, including their leaders, shall be trained in labor protection by the bodies implementing the state management of labor protection in accordance with the procedures and deadlines established for the professions and types of work of these employees and leaders, receive guidance, and check their knowledge. must be carried out.

The employer must exclude from work those persons who have not received training, guidance, and whose knowledge has not been tested in accordance with the established procedure for labor protection.

Article 363. Employees are provided with milk, treatment-prophylactic food, carbonated salt water, provision of personal protection and hygiene equipment

Employees employed in jobs with unfavorable working conditions shall receive milk (and other equivalent food products), treatment-prophylactic food, carbonated salty water (for workers in hot shops), special clothing, sanitary ware according to the established norms clothing, special shoes and other personal protection and hygiene equipment are provided free of charge. The list of such works, the norms of the provided items, the order and conditions of supply are determined in collective agreements, in the collective agreement, if they have not been drawn up, by the employer in accordance with the agreement with the trade union committee in accordance with the norms established by the legislation.

Obtaining, storing, washing, cleaning, repairing personal protective equipment of employees, disinfection and decontamination is carried out at the expense of the employer.

Article 364. Transfer of the employee to a job that is easier due to his health condition or to a job that is free from the influence of unfavorable

production factors . It is necessary to transfer an employee who needs to be transferred to such a job with his consent, temporarily or indefinitely, according to the medical report.

When the employee is transferred to a lower-paid job that is lighter or free from the effects of unfavorable production factors due to the state of his health, within two weeks from the date of transfer to such a job, his previous average wages are saved.

An employee who is temporarily transferred to another lower-paid job due to tuberculosis or other occupational disease shall be paid wages in the new job for the time transferred to this job, but for a period of not more than two months, in excess of the wages actually received by the employee in the previous job. temporary incapacity benefit is paid in the amount of no more than If the employer is unable to find another job within the period specified in the disability certificate, this benefit will be paid on a general basis for the days lost as a result.

An employer who is responsible for the health damage to employees temporarily transferred to a lower-paid job due to a work-related disability or other work-related injury to their health during their previous employment pays the difference between the salary and the salary he would receive in the new job. Such a difference is paid until work capacity is restored or disability is established.

Legislation provides for the preservation of the previous average salary when transferred to a lower-paid job that is lighter or free from the influence of unfavorable production factors due to the state of health or under the state social insurance. other cases of allowance payment may be provided.

Article 365. Providing first aid to employees and taking them to treatment and prevention facilities

The employer is obliged to take measures aimed at providing first aid to employees who fall ill at work.

Transportation of sick employees at the workplace to treatment and prevention institutions, if necessary, is carried out at the expense of the employer.

Article 366. Investigation of industrial accidents and occupational diseases and accounting

Mandatory inspection of industrial accidents and occupational diseases and should be taken into account.

The employer must timely check and take into account accidents and occupational diseases.

The procedure for checking and recording industrial accidents and occupational diseases is determined by the Cabinet of Ministers of the Republic of Uzbekistan.

SECTION V. PROFESSIONAL TRAINING, RE-TRAINING AND IMPROVING THEIR SKILLS

Chapter 21. General rules

Article 367. Vocational training, retraining and qualification of employees the concept of increase

Professional training of employees is understood as training aimed at forming theoretical and practical knowledge of employees, as well as the formation of skills and qualifications that allow them to perform professional activities in a specific field and (or) perform work in a specific profession or specialty. Vocational training of employees is carried out voluntarily in educational organizations on the referral of the employer.

Retraining of employees means training of employees in order to acquire new professional knowledge, skills and abilities due to changes in technology or labor process requirements or to acquire a new profession.

Qualification improvement means improvement of the level of professional knowledge, skills and abilities of the employee, which describes the employee's readiness to perform work in his current profession and specialty.

Retraining of employees and improvement of their qualifications is voluntary for the employee and the employer, or, if the requirements for mandatory retraining of employees and improvement of their qualifications are provided for in the labor legislation and other legal documents on labor, in the labor contract, in a mandatory manner can be done.

Retraining of employees and improvement of their qualifications at this employer or can be done in the relevant educational organization or other employer.

Retraining of employees and improving their skills also in the form of coaching can be done.

Article 368. Coaching

Coaching refers to the types of retraining of employees or improving their qualifications, in which the most experienced employees of the organization (coaches) ensure the systematic delivery of knowledge, skills and qualifications necessary for the implementation of a specific work task to employees with less experience. .

Coaching is carried out between the employees of the organization and the order of the employer is formalized with

An additional agreement on an employment contract or an employment contract concluded with a coach, if from the beginning the relevant conditions on coaching are included in it, will be the basis for issuing an order on the implementation of coaching. The appropriate conditions for coaching are the working time spent by the coach to train the employee with less experience, the amount of remuneration paid for the performance of coaching duties and the provisions of this Code, collective agreements, labor law norms. internal and other conditions that do not conflict with other documents are understood.

During the training period, the trainer is the direct supervisor of the employee with less experience and has the right to demand from him the proper performance of work duties and observance of labor discipline.

If a coach is appointed, the work of an employee with less experience in the contract, an appropriate sign is placed about this condition.

The procedure for the implementation of coaching is determined by the legislation on labor and other legal documents on labor, the labor contract.

Article 369. Concepts of employee qualifications and professional standards

The qualification of the employee is his readiness to perform a certain type of professional activity is the level of professional knowledge, qualifications, skills, competence and work experience.

The professional standard is a standard that includes the description of the main labor tasks and the conditions for their performance, and defines the requirements for the level of qualification, ability, quality of work and conditions for work. The procedure for development, approval and application of professional standards is determined by legislation.

If the legislation specifies the requirements for the qualifications necessary for an employee to perform a certain job, the part of the professional standards related to these requirements must be applied by the employers.

The obligation to apply is specified in the professional standards to the [third part](#) of this article Descriptions of unspecified skills are used by employers as a basis for determining the requirements for the skills of employees, taking into account the specific characteristics of the work tasks performed by employees depending on the technologies used and the adopted production and labor organization.

Article 370. Rights and obligations of the employer regarding retraining of employees and improvement of their qualifications

The employer determines the need for retraining and improving the skills of employees, and the need for retraining and improving the skills of employees

except for the cases specified in the legislation on labor and other legal documents on labor.

The procedure for sending employees to retraining and improving their qualifications is determined by the labor legislation and other legal documents on labor, and the labor contract.

In case the employee is sent to retraining or retraining, which is mandatory for both the employer and the employee, the employer must maintain the employee's workplace (position) and average salary during the period of retraining or retraining.

If the retraining or qualification improvement is carried out voluntarily, the employer must maintain the employee's workplace (position) during the retraining or qualification improvement. The issue of maintaining the average salary of an employee is resolved in a collective agreement, in an internal document adopted by the employer in agreement with the trade union committee, or in accordance with the agreement of the parties to the labor contract.

Forms of retraining of employees and improvement of their qualifications, the list of necessary professions and specialties are determined by the employer in agreement with the trade union committee.

Article 371. Rights and obligations of employees during vocational training, retraining and professional development

Employees have the right to vocational training, retraining and professional development in accordance with the procedure established by this Code, other legal documents on labor, and the labor contract.

During vocational training, retraining and professional development, employees must comply with the rules established by the educational organization, and submit the results of professional training, retraining and professional development to the employer. During vocational training, retraining and professional development, employees may have other obligations specified in this Code, other normative legal documents and other legal documents on labor, as well as in the labor contract.

Article 372. Paid internships and paid internships

A paid production internship is a vacancy that is carried out by the trainee in order to gain professional qualifications and work experience and is available at the employer in accordance with the training plan of the trainee. is understood as the practical part of the educational process related to professional training, which implies admission.

Paid internship is a stage of preparation for the profession in order to practically form and strengthen the professional knowledge, qualifications and skills acquired as a result of theoretical training of the employee directly at the workplace in cases where the internship is a necessary condition for working in a specific profession, specialty, qualification or position. .

A fixed-term employment contract with a person undergoing a paid production internship or a paid internship is concluded for the duration of the internship or internship.

In addition to the mandatory terms of the employment contract, the person in charge of the practice or internship should be specified in the employment contract.

Chapter 22. Industrial training contract

Article 373. The concept of industrial training contract

The industrial training contract is concluded between the employer and the learner (a person working for the employer or a person looking for a job) under an employment contract for training without or without separation from work, professional knowledge, skills and abilities. is a learning or retraining agreement.

Article 374. Content of the industrial training contract

The following must be specified in the industrial training contract:

name of the parties;
specific qualification to be obtained by the learner;
the necessary conditions for the employer to pass industrial training to the student
obligation to provide;
the student's obligation to undergo industrial training and to work for the period specified in the industrial
training contract according to the employment contract concluded with the employer in accordance with the received
qualifications;
duration of production training;
the amount of payment for work during the study period;
requisites of the parties.

Other defined by the agreement of the parties in the industrial training contract
conditions may also exist.

The term of employment under the labor contract concluded with the employer, specified in the industrial
training contract, should be proportional to the duration of industrial training and the employer's expenses related to
its conduct, and in any case, Article 110 of this Code [to the third paragraph](#) of the should not exceed the maximum
period of the fixed-term employment contract.

Article 375. Duration and form of the industrial training contract.

The industrial
training contract is concluded for the period necessary to obtain the qualification required to perform a
specific job.

The industrial training contract shall be made in at least two copies, in written form, and shall have the same
legal force, and each of them shall be signed by the parties.

Each copy of the industrial training contract is confirmed by the signature of the student and the official who
has the right to work. If the employer's seal is available, the official's signature is confirmed with a seal on all copies of
the industrial training contract.

One copy of the industrial training contract is given to the student, and the other (others) are kept by the
employer. The receipt of a copy of the contract of industrial training by the student is confirmed by the additional
signature of the student on the copy of the contract of industrial training kept by the employer.

Article 376. Validity of industrial training contract

The industrial training contract is valid for the period specified in it, starting from the date specified in this
contract. During the period of validity of the industrial training contract, labor legislation and labor protection rules are
applied to the students.

The validity of the industrial training contract is extended for the period of the student's illness, military
training, or by agreement of the parties.

Its content during the period of validity of the industrial training contract
may be changed only by agreement of the parties.

Article 377. Forms of production education

Industrial training is provided individually, in teams, in the form of course training, etc
organized in forms.

Article 378. The time of industrial education

The student's weekly production training time for this category of employees
should not exceed the working time norm.

Pupils undergoing industrial training in the organization can be completely exempted from work under the
employment contract in agreement with the employer or perform this work under the conditions of part-time work.

During the period of validity of the industrial training contract, the student should not be involved in work outside of working hours, nor should he be sent on business trips unrelated to industrial training.

Article 379. Paying students during industrial training

Pupils are paid a stipend during the period of industrial education, the amount of which is determined in the industrial education contract and depends on the obtained qualifications, but it should not be less than the minimum amount of remuneration for labor established by law.

Article 380. Invalidity of the terms of the industrial training contract

The conditions of the contract of industrial education that worsen the student's situation in relation to the conditions stipulated in this Code, legislation and other legal documents on labor are invalid.

Article 381. Rights and obligations of students after completion of industrial education

For job seekers who have successfully completed industrial training
a trial period is not set when an employment contract is concluded with an employer who has completed education.

If, after the completion of industrial education, the student does not fulfill his obligations under the industrial education contract and (or) the employment contract without valid reasons, including not starting a job, he shall return the stipend received during industrial education to the employer. shall return it at his request, as well as replace the employer's other expenses incurred in connection with the completion of industrial training, calculated in proportion to the time that was not actually worked after the completion of training, in accordance with Article 348 of this [Code](#)
[to the article](#) will cover accordingly.

Article 382. Grounds for termination of industrial training contract

The industrial training contract is terminated after the end of the industrial training period or on the grounds stipulated in this contract.

Chapter 23. Guarantees and compensations for employees who carry out work with education

Article 383. Creating conditions for conducting work together with education

The employer provides the necessary conditions for the simultaneous work and study to the employees who are being trained in educational organizations, undergoing retraining or upgrading their skills, as well as undergoing industrial training, without being dismissed from work under the employment contract. must create.

Employees studying in educational organizations and completing the curriculum without being dismissed from work under the employment contract are entitled to study leave, reduced work week and labor law other guarantees specified in the legislation and other legal documents on labor are given.

The employer provides annual vacations to those who study in educational organizations without separation from production under the employment contract, according to their wishes, for the defense of the state certification and graduation qualification work for undergraduate students, and for the defense of the master's thesis for master's students. or must adjust to the time of exams and laboratory-examination sessions.

Studying in general secondary, secondary special, vocational education, higher education organizations, vocational training, retraining and professional development institutes (courses) of personnel without leaving work under an employment contract, working for newly hired employees, if they want to adjust their annual leave to the time of defense of state certification and graduation qualification work for undergraduate students, master's thesis defense for master's students, or to the time of exams and laboratory-examination sessions, their at will, annual leave is granted until the end of six months of work at this employer.

Article 384. Guarantees for employees entering higher education institutions

Employees who are allowed to participate in entrance exams are given leave without pay for a period of at least fifteen calendar days to take entrance exams for higher education institutions, where educational institutions are located travel time to and from the ground is not included in this calculation.

Article 385. Guarantees and compensations for employees studying in the form of evening or part-time education

Educational leave for the period of participation in laboratory-examination sessions for employees studying in the form of evening or part-time education in institutions of higher and secondary special, vocational education:

in the evening in institutions of higher education to first- and second-year students studying in the form of education - at least twenty calendar days, in secondary special, vocational education organizations - at least ten calendar days, and for those studying in the form of part-time education in higher and secondary special education organizations - at least

thirty days; to those studying in the third and higher years in higher education organizations in the form of evening education - at least thirty calendar days, in secondary special, vocational education organizations - at least twenty calendar days, and to those who study part-time in higher and secondary special education, vocational training organizations, at least forty calendar days are given every year with the average salary maintained.

[In the first part](#) of this article in the labor legislation or other legal documents on labor educational vacations with a longer duration can be provided.

Employees who work while studying are the next working vacations regardless of whether they use their vacations.

The employer pays not less than fifty percent of the fare once a year to the employees studying in the form of part-time education in higher education institutions to go to the place where the educational institution is located to participate in the laboratory-examination session and return from there. will do. The same amount of fare is paid for passing the state certification.

Article 386. The procedure for providing guarantees and compensations to employees carrying out work along with studies

Guarantees and compensations are provided to the employees who carry out the work while studying for the first time while receiving the appropriate level of education. These guarantees and compensations can also be given to employees who have received an appropriate level of education and are sent to receive education by the employer in accordance with internal documents, employment contract or a separate agreement concluded between the employer and the employee.

An employee who simultaneously works and studies in two educational institutions shall be granted guarantees and compensations in connection with his education only in one of these organizations (at the employee's choice).

[In the second part](#) of Article 383 of this Code the intended educational leave is counted as addition to the length of service.

Article 387. Creative holidays

Creative vacations for the following periods are granted to persons carrying out work or pedagogical activities along with scientific work, while maintaining the average salary and position at the main workplace:

to complete the dissertation for the Doctor of Philosophy (PhD) degree and to the authors of the manuscripts of textbooks and instructional manuals -

up to three months;

to complete a doctoral thesis for the degree of Doctor of Science (DSc) - up to six months.

When author teams write textbooks and teaching manuals, one of the members of the team of authors is granted creative leave in accordance with a written application signed by all members of the team of authors. Authors also have the right to share leave.

Applicants for a scientific degree, as well as authors of textbooks or educational manuals, are given the next annual work leave, regardless of whether they use creative leave.

The procedure for granting creative leave is determined by the Cabinet of Ministers of the Republic of Uzbekistan.

SECTION VI. SPECIFIC CHARACTERISTICS OF LEGAL REGULATION OF CERTAIN CATEGORIES OF EMPLOYEES

Chapter 24. General rules

Article 388. The concept of specific features of legal regulation of labor of certain categories of employees

Peculiarities of the legal regulation of the labor of certain categories of employees are defined as defining the rules that partially limit the application of the general provisions of the labor legislation for certain categories of employees or provide for additional provisions.

Article 389. Classification of specific features of legal regulation of labor of certain categories of employees

Specific features of the legal regulation of the labor of certain categories of employees are classified according to the following criteria:

- 1) subjects of labor relations (women, with the performance of family duties employed persons, persons with disabilities, minors);
- 2) by fields, branches and types of labor activity (pedagogues and medical workers, transport workers, etc.);
- 3) depending on the severity and (or) harmfulness of working conditions;
- 4) depending on natural and climatic conditions;
- 5) characteristics of the labor relations between the employee and the employer (housekeepers, employees working remotely, etc.)

In accordance with the labor legislation and other legal documents on labor, other criteria for the classification of specific features of the legal regulation of the labor of certain categories of employees may be provided.

Article 390. Legally regulate the work of certain categories of employees retention of warranties while defining specifics

Interrelated with the requirements of employees in the field of work and specific type of work or special care for persons in need of high social protection (specific features of legal regulation of labor) When determining the justified differences, exceptions, advantages, as well as limitations of their rights in the field of training, all the guarantees provided for by this Code and other legal documents on labor of the relevant category of employees are preserved, except for the ones specified in this section for this category of employees. except for special exceptions related to the impossibility of providing certain warranties.

Article 391. Legally regulate the work of certain categories of employees the procedure for defining its characteristics

Specific features of the legal regulation of labor, which lead to a decrease in the level of guarantees provided to certain categories of employees, limitation of their rights, and increase in disciplinary and (or) material responsibility, can be determined only in the cases and in the order provided for in this Code.

Chapter 25. Peculiarities of legal regulation of labor of persons who need strong social and legal protection

§ 1. Peculiarities of legal regulation of work of women and persons engaged in family duties

Article 392. Refuse employment due to pregnancy or having children prohibiting or reducing the amount of wages

It is forbidden to refuse employment or reduce the amount of remuneration for work due to reasons related to pregnancy or the presence of a child.

In case of refusal of employment, the employer must provide the reasons for the refusal in writing, signed by the official authorized to employ, within three days at the request of the pregnant woman or the person with children. Failure to provide a written reason for the denial of employment does not preclude an appeal against the denial of employment.

Article 393. Additional measures for the protection of women's work

Taking into account the recommendations approved by the Ministry of Employment and Labor Relations of the Republic of Uzbekistan and the Ministry of Health in accordance with the agreement with the republic tripartite commission on social and labor issues in accordance with the agreement with the employer's trade union committee, has the right to establish a list of certain jobs with unfavorable working conditions, in which the use of women's labor is restricted.

It is prohibited for women to carry and carry heavy loads exceeding the maximum permissible for them.

The maximum permissible loads for women when lifting and transporting heavy loads Social and labor issues by the Ministry of Employment and Labor Relations of the Republic of Uzbekistan and the Ministry of Health of the Republic of Uzbekistan is determined in agreement with the tripartite commission of the republic.

Article 394. Making pregnant women easier to work or uncomfortable transfer to a job free from the influence of factors

In accordance with the medical report, the production standards, service standards of pregnant women are reduced while maintaining the average monthly salary of their previous work, or they are transferred to a lighter job or a job free from the influence of unfavorable production factors. The terms of reduction of production norms, as well as temporary transfer to another job are determined according to the medical opinion.

Until the issue of giving a pregnant woman lighter work or a job free from the influence of unfavorable production factors is resolved, she should be released from work with the average salary for all working days left as a result.

Article 395. Transferring one of the parents (guardian) taking care of a child under two years of age to another job

In the event that one of the parents (guardian) taking care of a child under the age of two is unable to perform his previous work, he is paid for the work performed according to his application, but the average work of his previous work in an amount not less than the salary, until the child turns two years old, he will be transferred to another job where the salary is paid.

If the employer does not have another job, the employee who takes care of a child under the age of two is paid a child care allowance in accordance with the law.

In the event of an individual labor dispute, the employer shall bear the burden of proving that an employee caring for a child under the age of two cannot be transferred to another job.

Article 396. There are pregnant women and children in night work, overtime work, weekend work and non-working holidays.

specific features of employment of individuals and sending them on a business trip

Pregnant women, one of the parents (a substitute person) of a child under the age of fourteen (a child with a disability under the age of sixteen) only with their written consent can be involved in night work, overtime work, work on weekends and non-working holidays, as well as sent on a business trip. In this case, the employer must inform these employees about their right to refuse night work, overtime work, work on weekends and non-working holidays or business trips.

It is allowed to involve pregnant women and women with children under the age of three in night work only if there is a medical opinion confirming that such work does not endanger the life and health of the pregnant woman and the child.

Article 397. One of the parents (guardian) of a child under the age of three the right to reduced working hours

One of the parents (guardian) of a child under the age of three working in budget-financed organizations shall be assigned a working time of no more than thirty-five hours per week.

In the first part of this article on the reduced duration of working hours payment of labor wages of the specified employees is carried out in the specified amount for employees who work full-time every day.

Reduced working hours for one of the parents or guardians of a child under the age of three working in employers not financed from the budget may be determined in collective agreements, as well as in a collective agreement or in internal documents adopted by the employer in agreement with the trade union committee.

Article 398. Assigning part-time work to pregnant women and persons busy with family duties

The employer is a pregnant woman, a child under the age of fourteen (a child with a disability under the age of sixteen), one of the parents (a substitute parent), as well as a family member who is ill. At the request of the person taking care of the child, he must set part-time working hours for them in accordance with the medical report.

Article 399. An extra day off

One of the parents (substitute parent) raising a child with a disability under the age of sixteen will be given one additional day off per month for this time at the expense of the state social insurance funds. allowance is paid in the amount of one day's salary.

Article 400. Pregnant women and busy with family duties benefits in determining the order of giving annual work holidays to individuals

Annual work leave is granted to pregnant women and women who have given birth, before or after the corresponding pregnancy and maternity leave, according to their wishes.

It is not allowed to recall pregnant women from annual work leave.

An employee using parental leave is granted annual leave, at his/her discretion, before or after parental leave.

Annual leave of absence for working men during pregnancy and maternity leave of their wives:

for the first year of work - regardless of the working time;

in the following years - holidays are given regardless of the schedule.

A single father, a single mother raising one or more children under the age of fourteen (a child with a disability under the age of sixteen) (widowers, widows, divorcees, to single mothers) and conscripts

wives of employees are granted annual leave at their convenience.

Article 401. Additional paid leave granted to one of the parents (substitute parent) of children under the age of twelve or a disabled child under the age of sixteen

Two or more children under the age of twelve or a disabled child under the age of sixteen to one of the parents (a substitute parent) for at least four calendar days each year will be granted additional paid leave.

In the first part of this article the mentioned leave can be added to the annual work leave or can be used separately from this leave (in full or in parts) during the period determined by agreement with the employer, but only during the relevant working year. It is not allowed to transfer this vacation to the next working year or to replace it with paid compensation.

Article 402. The right of one of the parents of children under the age of twelve or a disabled child under the age of sixteen (the person who replaces the parents) to take leave without salary

To one of the parents (substitute parent) of two or more children under the age of twelve or a disabled child under the age of sixteen, at their discretion, each a vacation with a duration of at least fourteen calendar days is granted without salary.

In the first part of this article the mentioned leave can be added to the annual work leave or can be used separately from this leave (in full or in parts) during the period determined by agreement with the employer, but only during the current working year. This vacation cannot be carried over to the next working year.

Article 403. Additional days off for antenatal care for pregnant women

Employer to give pregnant women additional free days for antenatal (prenatal) care (perinatal screening and diagnosis, mandatory medical examinations and other mandatory medical procedures) in primary health care institutions, while maintaining the average salary a must

Procedures and periods of antenatal care of pregnant women
It is determined by the Cabinet of Ministers of the Republic of Uzbekistan.

Article 404. Pregnancy and maternity leave

A woman is given pregnancy and maternity leave of seventy calendar days before childbirth and fifty-six calendar days after childbirth (seventy calendar days in the case of difficult childbirth or the birth of two or more children), as defined by the law, but an allowance of not less than seventy-five percent of the average monthly salary is paid.

Pregnancy and maternity leave are calculated cumulatively and are given to a woman in full, regardless of the number of days actually used before childbirth.

The procedure for appointment and payment of pregnancy and childbirth benefits is determined by the Cabinet of Ministers of the Republic of Uzbekistan.

Article 405. Child care leave until two and three years old

After the end of pregnancy and childbirth leave, according to the woman's wish, she is given childcare leave until the child turns two years old, and for this period, allowance is paid in accordance with the procedure determined by the Cabinet of Ministers of the Republic of Uzbekistan.

To the woman, according to her wishes, to take care of her child until he is three years old Additional leave without pay is also granted.

The first of this article and in the second parts the child's father, grandmother, great-grandfather or other relatives who actually take care of the child, as well as the guardian, can use the specified child care leave in full or in parts.

A woman or [in the third part](#) of this article the specified persons can work at home during the child care leave on the basis of part-time working conditions or by agreement with the employer. In [the first part](#) of this article according to which their right to receive benefits is preserved.

During childcare leave, the employee's workplace (position) is preserved. A maximum of six years of these vacations are added to the length of service, including the length of service in the specialty.

Childcare leave is not included in the length of service giving the right to receive the next annual leave, unless otherwise stipulated in the collective agreement, as well as in the internal document of the organization or in the labor contract.

Article 406. Holidays granted to an employee who has adopted a newborn child or has been designated as his guardian

An employee who adopts a newborn child or is designated as his guardian shall be entitled to fifty-six calendar days from the date of adoption or appointment of guardianship and from the date of the child's birth (seventy calendar days if two or more children are adopted at the same time) (calendar day) until the end of the day, leave is granted in the event of payment of benefits in the amount established by law, but not less than seventy-five percent of the average monthly salary.

According to the written application of the employee who adopted a newborn child or was designated as his guardian, the employee will be granted leave to care for the child until the child turns two years old, and an allowance will be paid for this period in accordance with the procedure established by the Cabinet of Ministers of the Republic of Uzbekistan. , as well as unpaid leave until the child turns three years old.

Article 407. Breaks for feeding the child

One of the parents (guardian) of a child under two years of age is given additional breaks to feed the child, in addition to breaks for rest and meals. These breaks are given at least every three hours, each lasting no less than thirty minutes.

If there are two or more children under the age of two, the duration of the break shall be at least one hour. Breaks for feeding the child are included in the working time and are paid according to the average salary.

At the request of the father or mother (guardian) of a child under the age of two, breaks for feeding the child may be added to breaks for rest and meals or be moved to the beginning or end of the working day (shift) with an appropriate reduction, including combined can be moved.

Breaks for feeding the child are given only if one of the parents is not on childcare leave and does not use such breaks.

The exact duration of breaks for feeding the child and the procedure for giving them are determined by the collective agreement, if it has not been concluded, by the employer in agreement with the trade union committee.

Article 408. For pregnant women during the termination of the employment contract guarantees

It is not allowed to terminate the employment contract concluded with pregnant women at the initiative of the employer, except in the case of termination of the organization (its separate division) or termination of the work of an individual entrepreneur.

In the event that the term of the fixed-term employment contract expires during the pregnancy of the woman, upon the written application of the woman and the presentation of a medical certificate confirming the pregnancy, the term of the employment contract shall be extended until the end of the pregnancy, and in the event that she is granted pregnancy and maternity leave, such must extend until the end of the vacation. A woman whose employment contract has been extended until the end of her pregnancy must submit a medical certificate confirming her pregnancy at the employer's request, but no more than once every three months. If the woman is pregnant

then continues to work in reality, the employer has the right to terminate the employment contract due to the expiration of its term within one week from the date on which the employer knew or should have known the fact of termination of pregnancy.

In connection with the expiration of the term of the employment contract concluded with the woman, this contract may be canceled during her pregnancy, if the employment contract was concluded at the time of fulfilling the obligations of the absent employee, and the employer of the woman took into account her health condition until the end of the pregnancy. It is allowed if it is not possible to perform other work without the written consent of the woman.

When the employment contract with a pregnant woman is terminated, the woman shall be subject to Article 404 of this Code. **in the first part** of the article the right to receive pregnancy and maternity benefits for the specified period is preserved.

Article 409. An employment contract with an employee who has a child under the age of three warranties on cancellation

The employment contract with a woman who has a child under three years of age or a father (guardian) raising a child under three years of age alone can be terminated at the initiative of the employer only in accordance with Article 161 of the second part of this Code, 1 , 4 and **in clauses 5** allowed on the basis provided.

In the first part of this article when the employment contract with the specified employees is terminated, their right to child care allowance is preserved.

An employment contract with an employee who is on child care leave until the child is three years old, due to the fact that the employee is unfit for the position he holds or the work he is performing due to insufficient qualifications, at the initiative of the employer, according to clause 3 of the second part of Article 161 of this **Code** cancellation is not allowed within one year from the date of the employee's leave.

Article 410. The requirement to provide guarantees to one of the persons engaged in the performance of family duties

In cases where this Code provides additional guarantees for the child's father or other persons engaged in the performance of family duties (except the mother) in the field of work, they must provide a document confirming that the child's mother or another person engaged in the performance of family duties does not use these guarantees (from the workplace "a reference, a death certificate, a legally enforceable court decision that a mother and another person engaged in family duties have been declared incompetent, or a legally enforceable court decision on the deprivation of parental rights, and etc.) must be presented to the employer by the place of work.

If the child's mother does not work and is engaged in the care and upbringing of the child, or works and uses the guarantees provided for in this paragraph, these guarantees are not granted to the father or other persons engaged in performing family duties.

§ 2. Peculiarities of legal regulation of labor of employees under eighteen years of age

Article 411. Guarantees in employment of persons under eighteen years of age

Persons under the age of eighteen are subject **to the Law** of the Republic of Uzbekistan "On Employment of the Population" based on the minimum number of jobs determined in accordance with the minimum number of jobs, employment is guaranteed with referrals from local labor authorities.

Article 412. Employment of persons under eighteen years of age prohibited works

The work of persons under the age of 18 years in harmful and (or) dangerous working conditions, in underground works, as well as the performance of which may harm their life and health, safety and moral development. in work (night)

in cafes and clubs, production, transportation and sale of alcohol, tobacco products, narcotic and psychotropic substances, toxic drugs, etc.) is prohibited.

For employees under the age of eighteen, the maximum allowed for them It is forbidden to carry and transport loads that exceed the maximum weight.

The list of prohibited jobs for employees under the age of eighteen, the performance of which may harm the health and moral development of minors, as well as their carrying heavy loads and the maximum norms allowed during transportation by the Ministry of Employment and Labor Relations of the Republic of Uzbekistan and the Ministry of Health of the Republic of Uzbekistan in agreement with the tripartite republican commission on social and labor issues is confirmed.

Article 413. Labor rights of persons under eighteen years of age

Persons under the age of eighteen have equal rights with older employees in individual legal relations related to labor, and in the field of labor protection, working hours, vacations and other working conditions, labor is equal to them. uses the additional benefits specified in the legislation and other legal documents on labor.

Article 414. Mandatory medical examinations of persons under the age of eighteen

Persons under the age of eighteen shall be employed only after passing an initial mandatory medical examination and thereafter shall undergo a mandatory medical examination every year until they reach the age of eighteen.

[Article 360](#) of this Code provided mandatory medical examinations are carried out at the expense of the employer.

Article 415. Reduced working hours for employees under the age of eighteen

The length of working hours shall not exceed thirty-six hours per week for employees between sixteen and eighteen years of age, and twenty-four hours per week for persons between fifteen and sixteen years of age.

The duration of working hours of students working during the academic year is [in the first part](#) of this article working hours for persons of appropriate age may not exceed half of the maximum duration.

Article 416. of daily work for employees under eighteen years of age duration (of a shift).

The duration of each daily work (shift) cannot exceed:

for employees between the ages of fifteen and sixteen - four hours in a six-day work week, five hours in a five-day work week, and six days for employees aged sixteen to eighteen in a working week - from six hours, in a five-day working week - from seven hours and thirty minutes;

for fifteen- to sixteen-year-old students of general secondary, secondary special and vocational education organizations conducting work along with studies during the academic year - in a six-day working week - two hours, in a five-day working week - two hours and thirty minutes, and for students aged sixteen to eighteen - three hours in a six-day working week, in a five-day working week - from four hours.

Article 417. Prohibition of sending employees under eighteen years of age on business trips, engaging in overtime work, night work, work on weekends and non-working holidays

Sending employees under the age of eighteen on a business trip, night work, vacation It is prohibited to engage in work on public holidays and non-working holidays.

Creative employees of cultural and entertainment organizations, television, radio broadcasting organizations and other mass media, professional athletes, as well as other persons participating in the creation and (or) performance (demonstration) of works agreed with the republican tripartite commission on social and labor issues. in accordance with the lists of jobs, professions, positions approved by the Cabinet of Ministers of the Republic of Uzbekistan [in the first part of this article](#) is an exception to the stipulated rule.

Article 418. Annual extended work leave for employees under the age of eighteen to give

Employees under the age of eighteen are granted annual work leave of at least thirty calendar days, and they can use this leave at any time of the year convenient for them.

If the working year for which the annual leave is granted covers the periods when the employee reaches the age of eighteen and after it, the duration of the leave is until the employee reaches the age of eighteen and is calculated in proportion to the time worked after it is full.

It is not allowed to recall employees under the age of eighteen from annual work leave.

Article 419. Production standards for employees under the age of eighteen

Production standards for employees under the age of eighteen are determined in proportion to the reduced working hours established for these employees based on general production standards.

Labor allowance for employees under the age of 18, who are employed after receiving general secondary education or secondary specialized, professional education, as well as for employees who received training under the industrial training contract. Lower production standards may be established in accordance with the legislation on labor and other legal documents on labor, the labor contract.

Article 420. Paying employees under eighteen years of age for reduced working hours

Remuneration for the work of employees under the age of eighteen years in the reduced duration of working hours is carried out in the same amount as is paid for the corresponding categories of employees when the duration of working hours is full.

When paying overtime wages to employees under eighteen years of age, additional wages are paid for the full duration of daily work up to the level of wages paid to employees of the corresponding category.

The work of employees who have reached the age of eighteen, assigned to work, is paid according to the work prices established for older employees, while the daily working hours of employees under the age of eighteen are equal to the age of eighteen. additional remuneration is paid at the tariff rate for the reduced time compared to the duration of daily working hours of full-time employees.

During the academic year, employees under the age of eighteen who work in their free time from studies are paid according to the time worked or according to the production result.

Article 421. Additional guarantees for employees under the age of eighteen when terminating an employment contract

Termination of the employment contract with employees under the age of eighteen is allowed at the initiative of the employer, except for following the general procedure for termination of the employment contract, with the consent of the local labor body.

Article 422. The employment contract is signed by one of the parents (substitute parent of a person) and cancellation at the request of competent authorities

[Previous](#) [see edit.](#)

One of the parents (the person who replaces the parents), as well as the bodies that carry out state control and inspection of compliance with labor protection requirements, as well as commissions on children's issues, if the continuation of work is under the age of eighteen has the right to demand the termination of the employment contract with such persons if it threatens the life and health, safety and moral development of persons or may harm them in some other way.

(Text of Article 422 of the Republic of Uzbekistan dated April 11, 2023 No. ORQ-829
Law edited by the National Database of Legislative Information, 04/12/2023, No. 03/23/829/0208)

§ 3. Peculiarities of legal regulation of work of persons with disabilities

Article 423. Guarantees in employment of persons with disabilities

To the Law of the Republic of Uzbekistan "On Employment of the Population" for persons with disabilities based on the minimum number of jobs determined in accordance with the minimum number of job positions, employment is guaranteed according to the referral of the local labor authorities to the reserve jobs.

Article 424. From the work of persons with disabilities to their state of health Prohibition of use in cases where there is a contraindication

Persons with disabilities are denied employment based on their health status it is forbidden to use it in cases where there are instructions.

Recommendations of the Medical and Social Expert Commission on part-time working hours, reducing workload and other conditions of work for persons with disabilities must be implemented by the employer.

Article 425. Labor rights of persons with disabilities

Persons with disabilities have the same rights as other employees in individual legal relations related to labor, in the field of labor protection, working hours, vacations and other working conditions, they have their own rights in the legislation, as well as in the labor law. uses the additional benefits specified in other legal documents.

Working conditions determined in the collective agreement or the labor contract, including wages, working hours and rest time regime, the length of annual leave is less than that stipulated by the law, and worsens the situation of persons with disabilities in relation to other employees or violates their rights. cannot be restricted.

It is not allowed to conclude an employment contract with a person with a disability due to his disability or to refuse his promotion to a higher position at work, to cancel the employment contract concluded with him at the initiative of the employer, unless, according to the conclusion of the medical and social expert commission except for cases where the health condition of a person with a disability prevents him from performing his professional duties or threatens his or other persons' life or health, labor safety.

Article 426. Mandatory medical examinations of persons with disabilities

Persons with disabilities only after passing the initial mandatory medical examination is accepted for work and then must undergo a mandatory medical examination every year.

Article 360 of this Code of persons with disabilities mandatory medical examinations are carried out at the expense of the employer.

Article 427. Working hours for employees with group I and II disabilities reduced duration

Working hours for employees with group I and II disabilities shall not exceed thirty-six hours per week.

The duration of daily work (shift) for employees with group I and II disabilities is determined in accordance with the recommendations of the medical and social expert commission, but six days of work

should not exceed six hours per week, and seven hours and thirty minutes during a five-day working week.

Article 428. Distinctive features of sending employees with disabilities on business trips, engaging in overtime work, night work, work on weekends and non-working holidays

Sending employees with disabilities on business trips, involving them in night work, overtime work, and work on holidays and non-working holidays only with their consent, if such work for these employees is not prohibited by the recommendations of the medical and social expert commission. I is placed.

Article 429. For employees with disabilities of groups I and II.

Employees with disabilities of groups I and II are granted annual work leave of at least thirty calendar days, and they can use this leave at the time of the year convenient for them. possible

If the working year for which the annual leave is granted covers the periods before and after the establishment of disability to the employee, or the period before and after the removal of the disability of this employee by the medical and social expert commission, the duration of the annual leave is determined by the disability is calculated in proportion to the period of work before and after the disability occurred or after the disability was removed.

It is not allowed to recall an employee with group I and II disability from annual leave.

Article 430. The right of an employee with group I and II disability to take leave without salary

The employer is obliged to grant an annual leave of up to fourteen calendar days, without salary, at the request of an employee with a disability of the I and II groups, based on his written application.

Article 431. Group I and II disability with reduced working hours to pay for the work of the employees

Payment of wages for the work of employees with disabilities of groups I and II in the reduced duration of working hours is carried out in the amount of the duration of full working hours for employees in relevant professions and positions.

Chapter 26. Peculiarities of the legal regulation of labor depending on the nature of the employee's labor relationship with the employer and the place of implementation of his labor activity

§ 1. Peculiarities of the legal regulation of the labor of persons working on the basis of employment

Article 432. The concept of working on the basis of place

Part-time work is the performance by an employee of another regularly remunerated job in his free time from his main job under the terms of a separate employment contract, in addition to his main job.

Subsidiary work performed by the employee at his main place of work (internal subsidiarity) or it can be done at another employer (external placement).

The main place of work of the deputy, based on the terms of this work full-time or part-time regardless of its performance, the employee's employment record is the work of the employer.

Article 433. Restrictions on performance based on seat

Persons under the age of 18 may work on the basis of substitution in jobs with unfavorable working conditions, if the substitute's main work is related to similar conditions

(except for employees of healthcare system organizations) and in other cases provided for by law, it is not allowed.

If the work on the basis of the seat may harm the health of the employee, other persons or the safety of the production process, the employer, in agreement with the trade union committee, taking into account the specific features of the working conditions and procedure , may set restrictions on employment on the basis of employment in relation to certain professions, specialties and positions.

Article 434. Documents to be submitted when hiring on a temporary basis

Persons who are employed by another employer (except the main workplace) on the basis of a substitute must provide the following:

a passport or a document that replaces it or an identification ID card;

a certificate from the main workplace in the form approved by the Ministry of Employment and Labor Relations of the Republic of Uzbekistan;

a certified copy of the labor record at the main place of work or an extract from the electronic labor record when accepting a job on the basis of a position, for which only persons with a certain length of service can be employed in accordance with the law;

diploma, certificate (certificate) or other document on education or professional training, if such work requires special knowledge or special training; the main job during employment with harmful and (or) dangerous working conditions

a certificate on the nature and conditions of work from the place;

savings account.

The employer does not have the right to require the employee to submit any documents during the hiring process based on the conditions of internal placement, if the job requires special knowledge or special training and these documents were not previously submitted by the employee, then the diploma , with the exception of requiring a certificate (certificate) or other document on education or professional training.

It is prohibited to require documents not provided for in this Code or other legal documents during recruitment on the basis of a substitute.

Article 435. Employment contract on the basis of employment

Employment on the basis of a place of employment is carried out on the basis of an employment contract and is formalized by order of the employer. During the internal placement of an employee who has concluded an employment contract with the employer on the main job, a separate employment contract is concluded with the employee on the basis of placement.

Employment contracts on the basis of employment may be concluded with one or more employers, if this does not contradict the law.

In the employment contract concluded on the basis of temporary employment, it must be stated that the work is performed on the basis of temporary employment.

A fixed-term employment contract can be concluded with persons who are employed on a temporary basis.

[Article 104](#) of this Code in the employment contract on employment in the article along with the stipulated conditions, the duration of working hours and the order of work on the basis of the position are indicated.

Article 436. About the employee's employment based on the employment record data entry

According to the written application of the employee, on the basis of the certificate issued by the temporary workplace, the employer at the main place of work enters the employee's labor record about the work on the temporary basis, indicating the work periods. The form of the certificate issued from the place of employment based on the place of employment is approved by the Ministry of Employment and Labor Relations of the Republic of Uzbekistan.

A reference from a substitute workplace is kept at the main place of work.

An entry is made in the employee's labor book during internal employment based on his written application.

Article 437. The length of working time and its accounting when working on the basis of a seat

When working on a full-time basis, the duration of working on a full-time basis cannot be more than half of the working time norm established for this category of employees (with the exception of medical employees of health system organizations).

An employee can work full-time on a substitute basis on days when he is free from performing his duties at the main workplace.

In the event that it is not possible to observe the half-daily norm of the length of working time for employees, it is allowed to keep a cumulative record of working time. When calculating the total working time, the total duration of the working time (shift) based on the position should not be more than half of the working time norm for the position of the position for the period under consideration. The limited duration of the period to be taken into account is determined by the Ministry of Employment and Labor Relations of the Republic of Uzbekistan in agreement with the tripartite republican commission on social and labor issues.

During internal substitution, the accounting of working time is carried out separately for the main work and the work based on substitution.

Article 438. Paying for the labor of persons working on a temporary basis

Remuneration for the labor of persons working on a temporary basis is carried out in proportion to the time worked, according to the production result or other conditions specified in the labor contract.

If standard assignments are assigned to the persons working on a temporary basis in the time-based form of payment for labor, the payment of labor is made according to the final results for the amount of work actually performed.

In the districts where the district coefficients for the salary are set, they work on the basis of place workers' wages are paid taking into account these coefficients.

The minimum amount of remuneration for work on a temporary basis is less than the amount calculated on the basis of the minimum amount of remuneration for labor established by law, depending on the time worked, the result of production or other conditions stipulated in the employment contract. should not be.

When calculating the average salary of an employee, regardless of the purposes of this calculation, the salary for work at the main workplace and for work on the basis of a seat is calculated separately.

Unless otherwise stipulated in the collective agreement or another internal document adopted by the employer in agreement with the trade union committee, the forms and systems of remuneration for the labor of employees on the basis of standing, bonuses, additional remuneration , bonuses, incentives are paid to employees for whom this work is the main job in the prescribed manner.

Article 439. Annual vacations for temporary workers

Annual basic vacations, as well as additional vacations to which employees are entitled, are granted simultaneously with the annual vacation at the main workplace.

If the employee has worked less than six months in the first working year of the work on the basis of substitution, the remuneration for the annual vacation in the work on the basis of substitution will be paid in proportion to the time worked.

The annual labor leave of employees who worked six months in the first year of work, as well as the annual labor leave for the following years of work, will be paid in the usual manner based on the average salary of the job.

In cases where the duration of the annual work leave at the main place of work is longer than the duration of the work leave in the work on the basis of substitution, the employer, at the request of the substitute, shall deduct him from the annual work leave in the work based on the substitution. In addition, it is necessary to give unpaid leave for the days that make up the difference between the duration of the annual work leave in the main job and the annual work leave of the substitute work.

Article 440. Guaranteed payments and compensation at work on a per-seat basis specific features of making payments

Guarantee payments and compensation payments are given only at the main place of work to persons who carry out work along with education.

In the case of termination of the employment contract on special grounds, the average salary for the period of employment of employees is kept only when the employment contract at the main workplace is terminated. Individuals working on a substitute basis are given the full amount of other guaranteed payments and compensation payments stipulated in the labor legislation and other legal documents on labor.

Article 441. Additional grounds for termination of employment contracts with persons working on a temporary basis

An employment contract concluded with a person working on the basis of a replacement is provided for in this Code and may be canceled in the following cases, except for the grounds provided by other laws:

- 1) in the event that an employee who is the main place of work for him is accepted for this job, the employer shall notify the employee about this in writing at least two weeks before the termination of the employment contract, or pay a proportionate amount of monetary compensation;
- 2) in legislation or [the second part](#) of Article 433 of this Code according to in connection with the introduction of restrictions on working on the basis of seats.

Article 442. Payment of severance pay upon termination of a temporary employment contract

The employment contract on the basis of substitution (internal or external) is [in the second part](#) of Article 173 of this Code and [Article 441](#) in case of termination on the additional grounds provided for, the employee shall be paid severance pay in the amount of two weeks' average salary.

§ 2. Peculiarities of legal regulation of the labor of home workers

Article 443. The concept of homemaking

Production of goods or services according to the orders of the employer by an individual (homeowner) at his place of residence or in other rooms owned by the homeowner or his family members or rented by the homeowner in accordance with the labor contract concluded by the homeowner. is the work done in terms of showing.

The validity of the labor legislation and other legal documents on labor in relation to home workers is defined in this Code and the Regulation on Home Affairs, which is approved by the Cabinet of Ministers of the Republic of Uzbekistan in agreement with the republican tripartite commission on social and labor issues. are implemented taking into account the specific characteristics.

Article 444. Minimum age for hiring domestic workers

A natural person who has reached the age of sixteen can be a householder.

If the nature of homesteading requires the conclusion of an agreement with the homeowner on full financial responsibility, individuals who have reached the age of eighteen are allowed to do homesteading.

Article 445. Terms of use of household

It is allowed to use domestic farming, provided that the domestic worker has the necessary buildings for domestic farming, including accommodation, as well as practical skills to perform the work or is trained to perform the work in accordance with the labor contract. .

It is not required to transfer residential premises to the category of non-residential premises.

Household technological processes and other conditions allow the production of components, semi-finished products, products and certain types of work at home, in the industrial sectors and in the service sector, as well as organizations that produce goods or provide services at home according to their orders. is organized on the basis of cooperation between employees.

The householder is not allowed to perform work (services) that require the following:

obtaining a license (permit) for the right to carry out certain types of activities defined by legislation; it is laborious,

energy-intensive and technically complex to use at home
use of equipment, as well as hazardous chemical components;

to observe the safety of special equipment that cannot be controlled at home.

The list of equipment, raw materials, materials and products that cannot be used in domestic conditions is determined by the Cabinet of Ministers of the Republic of Uzbekistan.

In accordance with the rules of fire safety, sanitary rules, norms and hygiene regulations, labor protection rules, as well as the specific characteristics of the housing and household conditions of householders, fire and sanitary control of certain types of household work (services) is carried out by state bodies, O It can be allowed with the permission of the State Labor Inspection of the Ministry of Employment and Labor Relations of the Republic of Uzbekistan.

Certain types of work (services) for home workers, taking into account their practical skills and state of health (the nature of the work, the equipment and tools used, the properties of raw materials and materials, and for persons with disabilities, recommendations of the medical and social expert commission is taken into account) determined by the employer.

Article 446. An employment contract with a landlord

An employment contract is concluded in writing between the natural person and the employer, who will be accepted for the realization of homesteading.

The first article of Article 104 of this Code to the employment contract concluded with the employer **in the part** In addition to the above, the following conditions are included:

- tools, equipment,
- procedure for providing components, raw materials, materials, semi-finished products;
- procedure for receiving and handing over raw materials, materials and finished products;
- conditions of material liability;
- obligations of the employer and the employer to comply with labor protection rules and working conditions;
- provision of holidays to the employer, social insurance, conditions of his pension provision;
- the procedure and conditions for reimbursement of expenses if the home worker uses his own equipment, tools and equipment to fulfill the order of the employer;
- procedure for compensating (compensating) costs for energy, water, and communication used by the householder in connection with the execution of the employer's order;
- for the worker to perform the labor duties stipulated in the employment contract
- obligations of the employer regarding the repair of the equipment, tools and equipment given to him;
- terms of compensation to the employer for material damage due to the fault of the householder, damage to materials, equipment, tools, as well as complete or partial unusability of the product;

the procedure for conducting an inventory of the equipment, tools, equipment, components, raw materials and materials given to the householder for use, as well as the conditions for the entry of the employer's representatives into the rooms where the householder is working;

obligations of the employer to notify the employer if the employer's order cannot be fulfilled within the specified time due to circumstances beyond the employer's control (non-availability of electricity, water, gas, etc.).

Other conditions may be stipulated in the employment contract concluded with the employer.

The model form of the written employment contract with the employer is approved by the Cabinet of Ministers of the Republic of Uzbekistan in agreement with the tripartite commission of the republic on social and labor issues.

Article 447. An employer in the performance of the work stipulated in the employment contract participation (assistance) of family members

The execution of work by the householder can be done with the participation (with the help) of the householder's family members without obtaining the employer's consent. In this case, individual labor relations do not arise between the householder's family members and the employer.

The householder is responsible to the employer for the quality of work (services) performed by family members who help him.

Article 448. Working hours of the homemaker

When setting a production task for a home worker, the employer must take into account the time regulations for performing certain types of work so that the total duration of working time for the completion of the entire set of work does not exceed the duration of normal or reduced working time.

Based on the size of the production task and other conditions specified in the labor contract, the carpenter independently determines the length of working hours, the work schedule and the order.

Taking into account that the worker distributes his working time according to his will, he is paid a lump sum for all the work he does, and he is paid for working outside of working hours, on weekends and non-working holidays, as well as at night. conditions do not apply.

Article 449. Annual work leave of the householder

The duration of the annual labor leave of the employer cannot be less than twenty one calendar days, if the employer does not have the right to take a longer annual leave in accordance with the legislation, other legal documents on labor or the employment contract. .

The time and sequence of giving annual leave to home workers is determined in the schedule approved by the employer in agreement with the home worker.

Article 450. Payment for the labor of the householder

As a rule, home workers are paid wages for their work. Payment is made for the work (services) actually performed or for the manufactured product that meets the specified quality requirements.

Production norms and working prices are determined by the agreement of the parties based on the calculation of normal working hours established in accordance with the labor legislation.

The amount of wages of a householder for a specific work for which the employee is paid should be comparable to the terms of payment of wages for the labor of employees employed in the employer's own production.

The salary of a homemaker should not be less than the minimum amount of labor payment established by law and not be limited to any maximum amount, provided that the homemaker fulfills labor norms and labor obligations.

The worker's labor must be paid for each completed work assignment, when the scope of work is assigned, or at regular intervals established by the labor legislation.

The labor contract may provide for payment of wages for the labor of the householder.

If there is a regional coefficient for wages in the place where the worker performs his work, the payment for the work of the worker should be made taking into account this coefficient.

Article 451. Termination of the labor contract concluded with the employer

The employment contract concluded with the employer may be terminated on the grounds and procedure provided for in this Code, as well as on the grounds provided for in the employment contract.

§ 3. Peculiarities of legal regulation of the work of remote employees

Article 452. Work remotely

Remote work consists of performing the labor duties specified in the employment contract from the employer's location, a separate structure of the organization (including those located elsewhere), a stationary workplace, area or object under the direct or indirect control of the employer, in which the said labor duties are carried out it is necessary to use information and telecommunication networks, including the Internet global information network, to implement cooperation between the employer and the employee on issues related to its implementation.

Labor legislation and other legal documents on labor shall be applied to teleworkers, taking into account the specific features specified in this paragraph.

Remote operation mode can be specified in the following cases:

when hiring an employee;

in the course of work if the employee is transferred from the regular work mode to the remote work mode.

A change in working conditions is the transfer of a person working for a particular employer from the regular work mode to the remote work mode while continuing the previous job.

The transfer of an employee from a regular work mode to a remote work mode, if the employee's job duties change, is considered a transfer to another job.

Article 453. Permanent and temporary remote work

With the employer:

during the entire period of performance of the work specified in the employment contract
indefinite or fixed-term employment contract on remote work;

The work of persons who have concluded an additional agreement to the employment contract, which includes the condition of working on a permanent basis outside the stationary workplace under the control of the employer, is to work remotely on a permanent basis.

Temporary remote work is a work regime that provides for the temporary performance of labor duties by an employee outside the stationary workplace under the control of the employer with his consent. In the case of temporary remote work, the duration of the remote work mode must be stipulated with the agreement of the parties to the labor contract.

The duration of remote operation mode can be determined by means of:

showing the duration of the total period of remote work in days, months and other periods;

setting a calendar date on which remote work will begin and end;

determining the event that will lead to the expiration of the remote working mode (revocation of quarantine measures introduced due to the epidemic, natural or man-made disasters, elimination of the consequences of a production accident, etc.).

The maximum period of transition to temporary remote work shall not exceed one year need

After the end of the temporary remote work period, the employer is obliged to determine for the employee the previous mode of work that he worked before switching to the remote work mode. If the transition to remote work was temporary, the employer must also give the employee his previous job at the end of the transfer period.

Article 454. To temporarily work remotely at the initiative of the employer transition

Work in the event of natural or man-made disasters, industrial accidents, industrial accidents, as well as fires, floods, earthquakes, epidemics or epizootics, and in other special cases that threaten the life or normal living conditions of the population or part of it. at the initiative of the provider, without the employee's consent, it is allowed to temporarily switch or be transferred to remote work.

If the specific nature of the work performed by an employee at a stationary workplace is **in the first part of** this article in the specified special cases, if the employer does not allow him to temporarily switch or be transferred to remote work at the initiative of the employer, or the employer does not provide the equipment, software and technical tools, information protection necessary for the employee to work remotely if the employer cannot provide the means and other means:

to give the employee annual work leave according to the vacation schedule;

to give the employee annual leave for the relevant working year with his consent, regardless of the order of leave provision provided for in the leave schedule;

with the consent of the employee, to give him leave with partial retention of salary;

in the second part of Article 241 of this Code subject to implied limitations

to give an employee a leave of absence without salary with his consent;

has the right to set part-time working hours for the employee.

In the first part of this article the employer has the right to introduce part-time working hours for the employee with a written notice of at least two weeks in the event of the specified circumstances.

If the specific nature of the work performed by the employee at the stationary workplace does not allow him to temporarily switch or be transferred to remote work, and **in the second part** of this article if it is not possible to take the provided measures, the time when this employee does not perform his work duties is considered to be absent due to reasons beyond the control of the employer and the employee, and for this time, the second part of Article 266 of **this Code** accordingly, if a higher payment amount is not stipulated in the collective agreements, as well as in the collective agreement or internal documents, the fee is paid.

Article 455. A mixed mode of remote work

A mixed mode of remote work includes working at a stationary workplace and working remotely. The periods of working at a stationary workplace and remotely, as well as their rotation, are determined by the agreement of the parties to the employment contract.

According to the agreement between the employee and the employer, a mixed mode of permanent or temporary remote work may be established for the employee.

Article 456. Labor contract on remote work

Agreements on changes to the remote work contract and the terms of the remote work contract determined by the parties

can be made in person or through the exchange of electronic documents. In this case, the location of the employer is indicated as the place where the labor contract on remote work, the agreements on the changes of the terms of the labor contract set by the parties were concluded.

At the request of a remote worker who has concluded an employment contract with the employer through the exchange of electronic documents, the employer shall send a copy of this duly executed labor contract to the remote worker by registered letter no later than three working days from the date of receipt of this request. must be sent on paper by mail.

When concluding an employment contract on remote work through the exchange of electronic documents, [in the first part of Article 124](#) of this Code the specified documents can be submitted to the employer in the form of electronic documents by the person starting to work remotely. At the request of the employer, this person must send to the employer a copy of these documents by mail with a registered letter.

Each of the parties to the employment contract shall notify the other party electronically that they have received a copy of the employment contract signed by them.

104-

[in the first part](#) of the article In addition to the above, the following conditions are included:

remote work schedule — provided to the employee in the remote work mode number and periodicity of working days and working hours;

methods of exchanging information about production tasks and their implementation between the

parties; working at a stationary workplace when a mixed mode of remote work is established and periods of remote work, as well as their rotation;

if the relevant equipment and (or) organizational equipment is necessary for the remote employee to perform his work, the procedure for providing equipment and (or) organizational equipment to the remote employee, from which the remote employee except when the parties have reached an agreement on the use of equipment and (or) organizational equipment owned or rented by him;

the employer's obligations to carry out the repair of the equipment and (or) organizational equipment given to the remote worker for the performance of the labor duties stipulated in the employment contract;

communication necessary for the regular cooperation of the employee with the employer means, including ensuring its use of the Internet global information network;

terms of compensation for damages caused to the employer due to the violation of the equipment and (or) organizational equipment handed over to the remote worker by the employer through the fault of the employee;

the procedure for conducting an inventory of equipment, organizational equipment, software and technical tools, communication tools, information protection tools and other tools given to a remote employee for use;

the procedure and conditions for reimbursement of costs to a remote employee in case the remote employee uses his own equipment and (or) organizational equipment to perform his work duties;

the attitude of using communication tools to fulfill work obligations
procedure and conditions for reimbursement of expenses to an employee working remotely;

through the exchange of electronic documents between the remote employee and the employer cooperation procedure;

in the event that it is not possible to perform the work stipulated in the production order within the time limits specified in the labor contract, the obligation to notify the employer indicating the reason that prevents the remote worker from performing the work on time;

obligations of the employer and remote employee to comply with the necessary labor protection rules and safety conditions.

An employment contract concluded with a remote employee may provide for other conditions, including additional grounds for termination of the employment contract.

An employment contract concluded with a telecommuting employee who lives in the employer's area may stipulate that the employee will work at the employer's workplace for a part of the working time necessary for direct cooperation with the employer and other employees, and for the rest of the working time remotely. . An employee is considered a remote worker if at least fifty percent of his working time is remote work.

The model form of the written employment contract with the employee working remotely is approved by the Cabinet of Ministers of the Republic of Uzbekistan in agreement with the republic tripartite commission on social and labor issues.

Article 457. Formalization of acceptance and transfer of an employee to remote work

Acceptance and transfer of an employee to work remotely is formalized by order of the employer.

The remote work contract is the basis for the publication of the employer's order to accept the employee for remote work for an indefinite period or under a fixed-term labor contract. It is allowed to conclude a fixed-term employment contract with an employee working remotely, subject to the restrictions provided for in this Code.

Supplementary agreement to the employment contract for permanent remote work shall be the basis for issuing a transfer order.

The basis for issuing an order on temporary remote work of an employee is the employee's application, which reflects the agreement to the remote work and the terms of the remote work mode.

Article 458. Categories of employees who have the priority right to switch to temporary remote work or transfer to remote work

Work in the event of natural or man-made disasters, industrial accidents, industrial accidents, as well as fires, floods, earthquakes, epidemics or epizootics, and in other special cases that threaten the life or normal living conditions of the population or part of it. The categories of employees who are given the priority right to transfer or transfer to temporary remote work when the provider has the appropriate technical and organizational capabilities are as follows:

- pregnant women;
- parents, guardians of children under the age of fourteen;
- persons with disabilities;
- old-age pensioners;
- employees caring for persons with disabilities or sick family members who need care.

Other categories of employees stipulated in the collective agreement, collective agreement, internal document, labor contract may also have a priority right to transfer or transfer to temporary remote work.

Article 459. To organize the work of employees working remotely its own characteristics

The procedure and terms of providing remote employees with the necessary equipment, software and technical tools, information protection tools and other tools to fulfill their obligations under the remote work contract,

Procedures and deadlines for submitting reports on work performed by remote employees, compensation for using equipment, organizational equipment, software and technical tools, communication tools, information protection tools and other tools owned or rented by remote employees the amount, the procedure and terms of its payment, the procedure for compensating other expenses related to remote work are determined in the collective agreement, internal documents, and the agreement of the parties to the labor contract.

A trip made by a telecommuting employee to the place where the employer is located in accordance with the order of the employer is considered a business trip, if the employee does not have the opportunity to return to the place of residence every day.

Article 460. Cooperation of the remote worker and the employer

The employee and the employer determine the procedure for cooperation, which provides for a certain time for the remote employee to perform work duties within the working hours specified in the remote work contract.

The procedure for cooperation is determined in an internal document adopted in agreement with the trade union committee, in the labor contract on remote work. The obligation of the remote employee to respond to the employer's calls, e-mails and other requests in the cooperation procedure, as well as the employer's responsibility for issues related to the performance of the remote employee's work duties a time limit may be provided for responding to requests.

The employee is not required to respond to the employer's phone calls, e-mails, and requests made in any form outside of the time specified in the cooperation procedure.

If the procedure for cooperation was not agreed upon by the parties to the labor contract on remote work, or the employee was not introduced to the relevant internal document in accordance with the procedure provided for in this chapter, due to the employee's failure to respond on time or perform the work duties cannot be held responsible for not responding to the employer's inquiries on personal matters.

Cooperation between a teleworking employee and an employer using all methods that allow reliable identification of the person who sent the message specified in the internal documents adopted by the employer in agreement with the trade union committee or in the teleworking contract, is carried out through the exchange of electronic documents. Each of the parties to this exchange must send a confirmation of receipt of the electronic document from the other party within the period stipulated in the remote work contract.

In accordance with the labor legislation or other legal documents on labor, the employee shall receive internal documents directly related to his work, employer's orders, notices, demands and other documents in written form, including signature In cases where it is necessary to be introduced, the remote worker can be introduced to them through electronic document exchange between the employer and the remote worker.

An employee working remotely has the right to apply to the employer, provide explanations to the employer, and provide other information related to his/her work in electronic form.

In order to receive temporary disability benefits, pregnancy and maternity benefits, and other social insurance payments, a remote employee must submit the original documents provided by law, and if the employee is a substitute, copies of the documents. The order to be notified to the provider will be sent by mail.

Duly certified copies of work-related documents issued by the employer to the employee working remotely according to Article 117 of this Code is given accordingly. The employer submits the documents no later than three working days after the application is submitted by the employee

it is necessary to send copies of extracts by mail with a registered letter or, if it is specified in the application, in the form of an electronic document.

Article 461. Working hours of a remote employee

When setting a production task for a remote employee, the employer should take into account the time regulations for certain types of work, in which the total duration of work time for the completion of the entire set of work intended for one month should not exceed the normal or reduced duration of work time.

The working hours of a remote worker include: the recorded working time during which the remote worker must be in contact (directly cooperate) with the employer. The working time recorded in the mixed order of remote work is the working time at the stationary workplace provided for in the agreement of the parties to the labor contract;

working hours determined independently by the remote employee based on the size of the production task and other conditions specified in the labor contract.

The method of use is paid in the amount of a contribution to the working time determined independently by the remote employee, and the terms of payment of labor for work outside of work, work on weekends and non-working holidays, as well as night work are not applied. [the fourth of this article and in fifth parts](#) unless otherwise specified.

Cooperation between the employer and the employee during the vacation period of the remote worker is allowed in certain cases in accordance with the established procedure for engaging the employee to work on weekends and non-working holidays. The cooperation of the employer with the employee outside of the duration of the recorded working hours established for the employee is non-working work, and this is allowed according to the established procedure for involving the employee in non-working w

At the initiative of the employer, on weekends or non-working holidays, at night, as well as outside working hours for the employee working remotely, an increased fee is paid for the employer's cooperation with the employee in accordance with the procedure provided for in this Code.

Article 462. Annual vacation of a remote employee

If the employee working remotely does not have the right to annual leave of longer duration in accordance with the labor legislation, other legal documents on labor or the employment contract, the duration of his annual leave is twenty-one cannot be less than a calendar day.

The procedure for granting annual leave and other types of leave to a remote employee is determined in the remote work contract in accordance with this Code and other legal documents on labor.

Article 463. Paying for the work of a remote employee

Remuneration for the work of a remote employee is carried out for the time actually worked in the vaktbay system of labor remuneration, and for the amount of work actually performed in the ishbay system of labor remuneration.

Production standards and labor prices are determined by agreement of the parties to the labor contract based on the normal working hours established in accordance with the labor legislation.

The amount of remuneration for the labor of the employee working remotely should be comparable to the terms of remuneration for the labor of employees engaged in the employer's production.

Remuneration for the work of a remote worker, provided that he fulfills labor standards and labor duties, should not be less than the minimum amount of remuneration for work established by legislation and not be limited to any maximum amount.

If there is a regional coefficient in relation to the salary in the place where the remote worker performs his work, then the payment of the remote worker's labor must be made taking into account this coefficient.

Article 464. Termination of an employment contract with a remote employee

An employment contract concluded with a remote worker is in this Code may be revoked on the grounds specified.

If the teleworking employee gets acquainted with the employer's order to cancel the remote work contract in the form of an electronic document, the employer shall duly notify the remote working employee on the day of the cancellation of the labor contract must send a copy of the order on termination of the formalized labor contract in paper form by registered mail.

§ 4. Peculiarities of legal regulation of the labor of persons working on a time basis

Article 465. General rules on working by the time method

Part-time work is a special form of labor process implementation outside the place of permanent residence of employees in case it is not possible to ensure the daily return of employees to their permanent place of residence.

Working on a temporary basis reduces the period of construction, repair or reconstruction of production objects, social and other objects when the workplace is located significantly far from the permanent place of residence of the employees or the land of the employer, in uninhabited, remote areas or with special natural conditions. used to ensure the use of production facilities in the regions, as well as for the implementation of other production activities.

During the time when the employees involved in the time-based work are in the work facility, which is specially organized by the employer, it consists of a set of buildings and structures designed to ensure the life activity of these employees during the performance of work and rest between shifts. live in townships or in dormitories and other accommodations adapted for these purposes and paid for at the expense of the employer.

If an employee performing work at a temporary facility has the opportunity to return to his permanent place of residence every day, performing such work is not considered temporary work.

The procedure for using the time-based method of work is approved by the employer in agreement with the trade union committee.

The model regulation on the organization of work by the time method is approved by the Cabinet of Ministers of the Republic of Uzbekistan in agreement with the tripartite commission of the republic on social and labor issues.

Article 466. Limiting the involvement of certain categories of employees in time-based work

The following cannot be involved in the work performed by the time method:
employees under the age of eighteen;
pregnant women;
one of the parents (guardian) taking care of a child under three years of age;
persons who have instructions against performing time-based work in accordance with a medical opinion.

Article 467. Length of time

The time includes the time of work at the facility and rest time between shifts
the recipient is a common term.

The duration of the period should not exceed one month.

The duration of the period can be extended up to three months in some facilities in special cases specified in the collective agreements or the collective agreement.

Article 468. Accounting for working hours when working in the time method

A month, quarter, or other longer period of time when working on a time basis for, but for a period of not more than twelve months, cumulative accounting is determined.

The accounting period covers:

the working time of the employee during the period of his stay;

to go from the place of the employer or the place of gathering to the place of work and the time of travel on the way back;

rest period corresponding to this calendar period.

The employer must keep records of working time and rest time for each employee working on a time-based basis, month by month and for the entire accounting period.

Article 469. Modes of work and rest during time-based work

Within the accounting period, working time and rest time are regulated by a schedule approved by the employer in agreement with the trade union committee and brought to the attention of employees no later than two months before its implementation.

[In the first part](#) of this article the following table is provided:

duration of the accounting period;

the time required to transport employees to and from the site. The days of being on the road while going to and from the place of work are not included in the working hours and may fall on the days off between the times;

the duration of each day's work during the period of the employee's stay. This is how you do it limited duration should not exceed twelve hours;

time off, which includes providing the employee with: a break for rest and meals during the working day (two breaks if the duration of the daily work (shift) exceeds eight hours), the possibility of such a break depending on the production conditions and in the absence of it, setting and organizing meal times for employees during working hours; daily rest (between shifts), the duration of which should be at least twelve hours, including a break for rest and meals; weekly days off during the period, if this is possible due to production conditions;

rest time during the period, including overtime and rest days corresponding to this period. The number of overtime days is determined by dividing the total number of hours worked overtime according to the schedule by the established norm of the duration of the working day.

Overtime hours of less than full-time working hours within the regular work schedule may be accumulated during the calendar year and added up to full-time working days, with additional days off in between.

Article 470. Overtime work of persons working on a time basis

During the accounting period, working outside the duration of working hours specified in the schedule for the employee is overtime work for persons working on the time method.

Involvement of part-time employees in work outside working hours is provided for [in the sixth - tenth parts of Article 189](#) of this Code [190](#) of this Code in the prescribed manner [in the first part](#) of the article shall be carried out in compliance with the limited duration of work outside the prescribed working hours and in accordance [with Article 262](#) of this Code he should be paid accordingly.

Article 471. Peculiarities of granting annual leave to persons working on a time basis

Annual vacation for part-time employees is a vacation between periods it should be given after using it for days.

The first part of this article vacations of persons working on demand should be taken into account when drawing up the schedule.

If the end of the annual vacation of a person working on the time-based method falls on the days of rest between the time periods, then the employer, with the consent of the employee:

- temporary transfer of the employee to another job until the start of the period;
- to give the employee a vacation without salary before the start of the period;
- can transfer the employee to another time shift.

Article 472. Remuneration, guarantees and compensations for the work of time workers

Remuneration for the labor of persons working on a time basis includes the following:
timely payment for work performed;
to pay for additional days off between periods for overtime worked;

overtime pay for working by the time method and in the legislation on labor or other payments stipulated in other labor documents.

If a collective agreement, an internal document or an employment contract does not specify a higher wage, the daily tariff rate for each day off (interval day off) in connection with working overtime within the current work schedule, daily rate (a part of the salary for one day's work) is paid.

For persons working on a time-based basis, per diem for each calendar day they are at the place of work during the period of time, as well as for the actual days divided on the way from the employer's location (meeting point) to the place of work and back. Instead, a bonus is paid for working on a time basis.

Bonus for working on a time basis in organizations financed from the budget the amount and payment procedure is determined by the Cabinet of Ministers of the Republic of Uzbekistan.

In other employers, the amount and payment procedure of bonus for working on a temporary basis is determined in the collective agreement, in an internal document adopted by the employer in agreement with the trade union committee, or in the labor contract.

To employees who go out to perform work on a time basis in regions where regional coefficients are used for wages, these coefficients are calculated in accordance with the legislation on labor and legal documents on labor.

For the time on the road during the journey from the employer's location (meeting point) to the place of work and on the way back from there, as well as the time of being stuck on the road due to meteorological conditions or the fault of transport organizations, provided for in the time schedule compensation is paid to the employee based on the amount of the average daily rate determined on the basis of the salary calculated for the previous month.

Chapter 27. Peculiarities of the legal regulation of labor related to the working conditions of the employee

Article 473. Unfavorable working conditions and unfavorable natural and climatic conditions concepts

Working conditions characterized by the presence of a harmful (extremely harmful) and (or) dangerous (extremely dangerous) production factor are unfavorable working conditions. Production environment and labor process factors in which the employee's work is carried out are production factors.

A production factor that can cause an occupational disease working conditions characterized by their presence are harmful working conditions.

Working conditions characterized by the presence of a production factor, the impact of which can cause injury to the employee, are hazardous working conditions. Depending on the quantitative description and duration of exposure, some harmful production factors can be dangerous.

Severe forms of occupational diseases (total loss of working capacity) or a significant increase in the number of chronic diseases and temporary loss of working capacity

working conditions characterized by levels of harmful production factors that cause high levels of observed morbidity are extremely harmful working conditions.

Working conditions characterized by production factors that can cause death during the shift are extremely dangerous working conditions.

Unfavorable natural and climatic conditions are natural conditions that have an adverse effect on the employee's performance of work and his residence in desert, high-mountainous, hard-to-reach areas, as well as in areas with unfavorable environmental conditions. - the sum of climatic, geographical, socio-economic and medical-biological factors is understood. The list of places with unfavorable natural and climatic conditions for work is determined by the Cabinet of Ministers of the Republic of Uzbekistan in agreement with the republic tripartite commission on social and labor issues.

Article 474. Certification of workplaces regarding working conditions and the risk of injury of equipment

Employees employed in workplaces where work conditions have an undesired effect on the employee's ability to work and health, and work in unfavorable working conditions, determined on the basis of the attestation regarding the risk of injury of working conditions and equipment are additional employees.

Assessment of working conditions, the severity and intensity of the labor process at workplaces, as well as the risk of injury of equipment, identification of harmful and dangerous production factors, as well as the harmonization of working conditions, severity and intensity of the labor process with the requirements established by the law the set of activities conducted for the purpose of attestation of workplaces with regard to working conditions and the risk of injury of equipment.

Certification of workplaces regarding working conditions and the risk of injury of equipment is carried out in accordance with the regulations approved by the Cabinet of Ministers of the Republic of Uzbekistan.

Article 475. Additional guarantees for employees who work in unfavorable working conditions and unfavorable natural and climatic conditions

Additional guarantees regarding labor protection, working hours, vacations, wages, as well as other labor conditions are provided to employees who work in unfavorable working conditions and unfavorable natural and climatic conditions.

In the first part of this article the minimum level of guarantees for the specified employees is determined by legislation. Collective agreements, collective agreements or other internal documents adopted by the employer in agreement with the trade union committee may provide for additional guarantees for this category of employees.

Article 476. A person who performs work in unfavorable working conditions compulsory medical examination of employees

The employer is obliged to organize the initial (when concluding the employment contract) and periodical (during the work) mandatory medical examinations of the employees employed in jobs with unfavorable working conditions.

The Ministry of Health of the Republic of Uzbekistan shall determine the list of jobs in unfavorable working conditions, during which preliminary and periodic mandatory medical examinations will be conducted, as well as the procedure for conducting mandatory medical examinations.

Article 477. Reduced duration of working hours for employees engaged in jobs with unfavorable working conditions

Employees who are exposed to harmful and dangerous production factors in the course of work are assigned a reduced working time of not more than thirty-six hours per week. The list of such tasks and the exact duration of working hours for their performance are in collective agreements, in the collective agreement, if they have not been concluded - by the employer

In agreement with the committee of the union, workplaces are determined on the basis of certification of working conditions and the risk of injury of equipment.

The limited duration of working hours for employees engaged in extremely harmful and extremely dangerous working conditions is determined by the Cabinet of Ministers of the Republic of Uzbekistan in agreement with the republic tripartite commission on social and labor issues.

Article 478. Duration of daily work (shift) of employees engaged in work in unfavorable working conditions

The duration of daily work (shift) of employees engaged in work with unfavorable working conditions should not exceed six hours in a six-day work week, and seven hours and thirty minutes in a five-day work week.

Duration of daily work (shift) of employees engaged in work in unfavorable working conditions:

in a six-day work week of thirty hours - no more than five hours, and in a five-day work week of thirty hours - no more than six hours;

in a twenty-four-hour six-day work week - four hours, and in a twenty-four-hour five-day work week - no more than five hours.

Article 479. Employ employees who are employed in jobs with unfavorable working conditions restrictions on overtime employment

Except for working hours of employees engaged in work with unfavorable working conditions duration of work should not exceed two hours per day and one hundred and twenty hours per year.

Employment of employees engaged in extremely harmful and extremely dangerous working conditions It is forbidden to engage in overtime work.

Article 480. Employed in extremely harmful and extremely dangerous working conditions restrictions on the application of cumulative accounting of working hours for employees

Work for employees engaged in work in extremely harmful and extremely dangerous working conditions it is not allowed to use cumulative accounting of time.

Article 481. Additional annual leave for work in unfavorable working conditions

Employees employed in unfavorable working conditions have the right to additional annual leave have

The list of jobs, professions and positions that give the right to receive additional leave, the duration of the leave, the procedure and conditions for their granting are in the collective agreements, in the collective agreement, if it has not been concluded - by the trade union committee by the employer in agreement with the Cabinet of Ministers of the Republic of Uzbekistan, it is determined in accordance with the regulation on the procedure for attestation of workplaces with respect to working conditions and the risk of injury of equipment.

The shortest duration of annual additional leave given to employees employed in unfavorable working conditions, as well as the conditions and procedure for granting additional annual leave for work in unfavorable working conditions shall be determined by the Cabinet of Ministers of the Republic of Uzbekistan.

Article 482. Payment of wages for the labor of persons employed in jobs in unfavorable working conditions with a reduced duration of working hours

Remuneration for the labor of persons employed in jobs with unfavorable working conditions is carried out in the same amount as for employees with a reduced duration of working hours, as in the case of normal duration of working hours.

Remuneration for the labor of employees engaged in harmful and (or) dangerous working conditions is determined in an increased amount.

The minimum wage increase for employees engaged in work in harmful and (or) dangerous working conditions is four percent of the tariff rate (salary) established for various types of work in normal working conditions.

The exact amounts of wage increases are determined by the employer and the union determined in agreement with the committee.

Article 483. Annual additional leave for work in unfavorable natural and climatic conditions

Additional annual leave for work in unfavorable natural and climatic conditions is given to employees who work in those places where the coefficients for work are determined.

The list of regions with unfavorable natural and climatic conditions and the shortest duration of annual additional leave for work in such conditions shall be determined by the Cabinet of Ministers of the Republic of Uzbekistan.

In the collective agreements, as well as in the collective agreement, internal documents for work in adverse natural and climatic conditions [in the first part of](#) this article additional annual leave may be set.

Article 484. Coefficients of remuneration for work in adverse natural and climatic conditions. The

minimum amounts of coefficients and the procedure for their application are determined by the Cabinet of Ministers of the Republic of Uzbekistan.

Chapter 28. Peculiarities of the legal regulation of labor related to the nature of the employee's work

§ 1. Peculiarities of legal regulation of the work of the head of the organization, his deputies, the chief accountant of the organization and the head of a separate department of the organization

Article 485. General rules

The head of the organization is a natural person who manages this organization in accordance with this Code, other normative legal documents, organizational documents, internal documents, including the duties of its sole executive body.

The provisions of this paragraph are applied to the heads of organizations, regardless of the organizational and legal forms of organizations, forms of ownership and departmental subordination, with the exception of the following cases, if:

if the head of the organization is the sole participant (founder), the sole owner of the organization's property;

if management of the organization is carried out on the basis of a contract with another organization (management organization).

The deputy head of the organization is a person whose duty is to temporarily perform his duties in the absence of the head or to perform the duties of a head on certain issues based on the distribution of duties.

The chief accountant of the organization holds the official position in the organization, is responsible for the formulation of the accounting policy, accounting, timely submission of full and accurate accounting, tax and statistical reports, compliance with the law of the economic operations being carried out, the organization's assets is a person who provides control over the actions of his property and the fulfillment of obligations.

In the event that the position of chief accountant does not exist in the organization, the provisions of this paragraph shall be applied to the official performing the duties of chief accountant in the organization.

Heads of separate divisions of the organization are officials appointed by the organization that formed the constituent divisions and acting on the basis of the power of attorney issued by the organization that formed the said separate division.

The rights and obligations of the head of the organization, his deputies, the chief accountant of the organization and the head of a separate division of the organization in the field of labor relations are determined by this Code, other regulatory legal documents, founding documents of the organization, a separate division, and the labor contract.

Other specific features of the legal regulation of the work of heads of organizations may be specified in the law, in addition to what is provided for in this paragraph.

Article 486. Conclusion of an employment contract with the head of the organization, his deputies, the chief accountant of the organization, the head of a separate department of the organization

A fixed-term employment contract may be concluded with the head of the organization, his deputies, the chief accountant of the organization and the head of a separate department of the organization for the period specified in the founding documents of the organization or by agreement of the parties.

Fixed-term employment with the head of the joint-stock company for the period specified by law contract is concluded.

The law and other normative legal documents, the founding documents of the organization may specify the procedures before the conclusion of the employment contract with the head of the organization (contest, election or appointment, etc.).

During the recruitment of the head of the organization, his deputies, the chief accountant of the organization and the head of a separate department of the organization, a preliminary trial period of up to six months may be set.

**Article 487. Head of the organization, his deputies, head of the organization
work of the accountant and the head of a separate department of the organization on the basis of a substitute**

The head of the organization, his deputies, the chief accountant of the organization, and the head of separate departments of the organization can work on a substitute basis only with the permission of the authorized body of the organization or the owner of the organization or a person (body) authorized by the owner.

**Article 488. Head of the organization, his deputies, head of the organization
financial responsibility of the accountant and the head of a separate department of the organization**

The head of the organization, his deputies, the chief accountant of the organization and the head of a separate unit of the organization shall be fully financially responsible for the real damage caused directly to the organization.

In the first part of this article the specified persons shall compensate for the damage caused due to their culpable actions (inaction) at the request of the owner of the organization (general meeting of shareholders, participants, founders) or the supervisory board or other body authorized by the owner. In this case, the calculation of damages is carried out in accordance with the norms stipulated in the legislation on citizenship.

Article 489. Peculiarities of termination of the employment contract concluded with the head of the organization, his deputies, the chief accountant of the organization, the head of a separate department of the organization

In addition to the grounds stipulated in this Code and other laws, the employment contract concluded with the head of the organization, his deputies, the chief accountant of the organization, the head of a separate department of the organization may be terminated in the following cases:

1) at the initiative of the employer in connection with the change of the owner of the organization.

Termination of the employment contract on this basis is allowed within three months from the date of ownership of the organization. This term does not include periods of temporary incapacity for work, periods of his/her absence from work due to other valid reasons, periods of vacation provided for by the labor legislation and other legal documents on labor;

2) according to the grounds stipulated in the employment contract.

The approval of the trade union committee is not required when the employment contract concluded with the following is terminated at the initiative of the employer:

in Article 161 of this Code organization on any of the grounds provided with the head, as well as the head of a separate department;

to paragraph 1 of the first part of this article according to the head of the organization, his deputies, chief accountant of the organization, with the head of a separate department.

The head of the organization has the right to cancel the employment contract concluded for an indefinite period on his own initiative, as well as the fixed-term employment contract before the end of the term, and he must notify the employer about this in writing two months in advance.

Deputies of the head, the chief accountant of the organization, the heads of separate departments have the right to cancel the employment contract concluded for an indefinite period on their own initiative, as well as the fixed-term employment contract before the end of the term, by notifying the employer in writing one month in advance. should warn.

Article 490. Peculiarities of legal regulation of the work of the members of the collegial executive body of the organization

In the legislation, in the founding documents of the organization, the specific features of the legal regulation of labor specified in this paragraph for the head of the organization can be applied to the members of the collegial executive body of the organization that concluded the labor contract.

§ 2. Peculiarities of legal regulation of work of seasonal employees

Article 491. Seasonal jobs

It is performed during a certain period (season) due to climate and other natural conditions jobs are seasonal jobs.

Duration of seasonal work, as a rule, should not exceed six months.

Lists of seasonal work, including certain seasonal work that can be performed in a period of more than six months (season) and the maximum duration of these certain seasonal works by the Cabinet of Ministers of the Republic of Uzbekistan on Social and Labor Issues determined in agreement with the tripartite commission.

Article 492. To conclude an employment contract on the performance of seasonal work its own characteristics

A condition on the seasonal nature of the work must be specified in the employment contract.

There is no probationary period when hiring seasonal employees.

Employment contracts with seasonal employees are concluded for a period not exceeding the duration of the season.

Article 493. Holiday of seasonal employees Seasonal

employees are paid at least two calendar days for each month of work.
is entitled to paid leave.

If a seasonal employee has worked a full season, he will be given a paid vacation after terminating the employment contract. In this case, the last day of vacation is considered the day of termination of the employment contract. In the event of termination of the employment contract, instead of paid leave, the seasonal employee shall be paid monetary compensation at his discretion.

If the employment contract concluded with a seasonal employee is prematurely terminated before the end of the season, at the time of termination of the employment contract, compensation will be paid to him in proportion to the time worked for the unused vacation.

Article 494. Termination of the employment contract concluded with a seasonal employee its own characteristics

A seasonal employee shall notify the employer in writing three calendar days in advance has the right to cancel the contract at his own initiative.

The employer shall inform the seasonal employee about his intention to terminate the employment contract before its term:

in connection with the liquidation of the organization (its separate unit) (Article 161 of this Code [clause 1](#) of the second part of the article), as well as in connection with a change in the number or status of employees ([Clause 2 of the second part of Article 161 of this Code](#)) at least seven calendar days before the termination of the employment contract;

in connection with the incompatibility of the work performed by a seasonal employee due to insufficient qualifications ([Clause 3 of the second part of Article 161 of this Code](#)) In the event of termination of the employment contract, it is necessary to give a written warning at least three calendar days in advance.

In case of termination of the employment contract concluded with a seasonal employee on grounds related to the culpable actions (inaction) of the employee, the seasonal employee shall be notified in writing at least one day before the termination of the employment contract.

Seasonal employee [is the second](#) of this article and [in the third part implied](#) instead of a warning, the employer has the right to pay him a proportional monetary compensation.

An employment contract with a seasonal employee is in the [second part](#) of Article 173 of this Code in case of termination on the grounds listed, he will be paid severance pay in the amount of fifty percent of the average monthly salary.

§ 3. Peculiarities of legal regulation of labor of persons employed in temporary work

Article 495. Persons engaged in temporary work

Persons hired for a period of up to two months are employed in temporary jobs (hereinafter referred to as temporary employees).

Article 496. Peculiarities of hiring temporary employees

Conditions on the temporary nature of work are recorded in the employment contract must be.

An initial test is not prescribed when hiring temporary employees.

Article 497. Temporary employees on weekends and holidays recruitment on days

Employees who have concluded an employment contract for a period of up to two months may be involved in work on weekends and non-working holidays according to their written consent.

Work on weekends and non-working holidays is at least two parts will be compensated in the form of money.

Article 498. Provision of work leave to temporary employees

Temporary employees are paid at least two calendar days for each month of work is entitled to paid leave.

Temporary employees are given vacations or, upon termination of the employment contract, at their discretion, compensation is paid at the expense of two working days for each month of work.

Article 499. Peculiarities of termination of employment contract with temporary employees

A temporary employee has the right to terminate the employment contract at his own initiative by notifying the employer in writing three calendar days in advance.

Termination of the employing organization (its separate division) (Article 161 of this Code [clause 1](#) of the second part of the article), in connection with a change in the number or status of employees ([paragraph 2 of the second part of Article 161 of this Code](#)), as well as in relation to the incompatibility of the employee with the work he is performing due to insufficient qualifications (Article 161 of this Code

clause 3 of the second part of the article) must notify the temporary employee in written form at least three calendar days in advance of his intention to terminate the employment contract with his signature.

In case of termination of the employment contract concluded with the temporary employee on the grounds related to the culpable actions (inaction) of the temporary employee, the temporary employee shall be notified in writing at least one day before the termination of the employment contract concluded with him.

The temporary employee is the second of this article and in the third part instead of the stipulated written warning, the employer has the right to pay him a proportionate monetary compensation.

Unless otherwise stipulated in the collective agreement or the employment contract, the temporary employee is not paid severance pay when the employment contract is terminated.

§ 4. Peculiarities of legal regulation of the labor of employees of certain branches of the economy and owners of certain professions

Article 500. Legally regulate the work of transport workers its own characteristics

Employees engaged in driving vehicles or managing the movement of vehicles, as well as directly related to driving vehicles or managing the movement of vehicles, as approved by the Cabinet of Ministers of the Republic of Uzbekistan in agreement with the republic tripartite commission on social and labor issues according to the list of works, professions, positions, other employees are transport employees.

In the first part of this article persons who have undergone professional training and whose professional training is confirmed by a relevant document (diploma, certificate, certificate, etc.) are accepted for the specified job.

Transport workers undergo mandatory medical examinations upon recruitment (initial) and during work (periodic).

Transport employees are not allowed to work on the basis of a seat in the work directly related to the management of vehicles or the management of the movement of vehicles.

When employing the labor of transport workers, employers are obliged to comply with the specific characteristics of working conditions and working hours established by law for these employees.

Discipline of transport employees is regulated by this Code, other laws, as well as disciplinary statutes (statutes).

Article 501. Peculiarities of legal regulation of the work of teaching staff

Pedagogical employees and other employees of general secondary education organizations, pre-school education organizations and other organizations directly engaged in teaching or raising children are initially (recruitment) in the order approved by the Ministry of Health of the Republic of Uzbekistan while doing) and periodic (in the course of work) mandatory medical examinations.

Persons with appropriate education, professional training, moral and ethical qualities have the right to engage in pedagogical activity.

Recruitment of teaching staff to the positions of head of the department, professor, associate professor, senior teacher, teacher (assistant), intern-teacher in higher education organizations is carried out on the basis of selection according to the regulations approved by the Cabinet of Ministers of the Republic of Uzbekistan.

The head of the higher education organization is allowed to entrust one of the leading teachers of the department or the dean of the relevant faculty to perform the duties of the vacant position of the head of the department until the selection is held.

For teaching work in higher education organizations on the basis of hourly payment conditions incoming persons are recruited without selection, by order of the head of the higher education organization.

Pedagogical employees of educational organizations are assigned a reduced working time of no more than thirty-six hours per week and are granted an extended annual vacation.

The exact duration of working hours of teaching staff and the duration of annual extended work leave are determined by the Cabinet of Ministers of the Republic of Uzbekistan in agreement with the republican tripartite commission on social and labor issues.

Educational organizations have the right to independently set graded salary increases and apply various forms of labor remuneration and incentives within the framework of available funds for labor remuneration.

Article 502. Peculiarities of legal regulation of work of medical personnel

A reduced duration of working hours of no more than thirty-six hours per week is established for medical personnel.

Certain categories of medical workers have the right to annual additional work leave.

The length of working hours and annual additional leave of medical workers, as well as the rates of payment for their work and additional payments and increases to the tariff rate (salary) are determined by the Cabinet of Ministers of the Republic of Uzbekistan.

Groups of medical organizations on the payment of wages for the work of leading employees are paid by the health management bodies that are directly subordinate to them, depending on the number of patients treated - for inpatient facilities, depending on the number of the population served - determined for ambulatory polyclinic service and other medical organizations.

If there is a three-year or more break in the doctor's professional experience (social leave, work in a non-medical specialty, long-term illness, disability, etc.), the doctor must complete the previous years before resuming his professional activity. must undergo specialization courses in accordance with the existing basic, main or additional specialty, which is confirmed by a document of receipt. The procedure for passing specialization courses is determined by legislation.

Article 503. Peculiarities of legal regulation of sportsmen's work

The provisions of this article regulate labor relations with employees (hereinafter referred to as athletes) whose job consists of preparing for sports competitions and participating in sports competitions of certain types or sports.

Specific features of the legal regulation of sportsmen's labor are defined in the labor legislation and other legal documents on labor, including collective agreements, collective contracts, as well as internal documents.

In the first part of Article 104 of this Code in addition to the stipulated conditions, the following must be included in the employment contract concluded with the athlete:

conditions on the obligation of the employer to ensure the conduct of training events and the athlete's participation in sports competitions;

adherence to the athlete's sports regimen set by the employer and sports conditions on the obligation to fulfill plans for preparation for competitions;

conditions on the athlete's obligation to participate in sports competitions only on the instructions of the employer;

athlete's anti-doping approved by international anti-doping organizations conditions on the obligation to comply with the rules, to undergo doping control;

conditions on the obligation of the employer to ensure the athlete's life and health insurance, as well as the athlete's medical insurance for the purpose of receiving additional medical and other services.

During the conclusion of the employment contract, athletes must undergo an initial mandatory medical examination. The employer shall carry out the initial and periodic mandatory medical examinations at his own expense must organize. During the period of validity of the employment contract, the athletes undergo periodic mandatory medical examinations in order to determine their fitness to perform the assigned work and to prevent occupational diseases and sports injuries.

The employer shall provide the sportsmen with sports clothes, sports equipment and materials, other material and technical means necessary for them to perform their work activities, as well as these clothes, equipment, must keep equipment, materials and tools in a usable condition.

Athletes are given annual additional work leave, the duration of which is determined in team contracts, internal documents, labor contracts, but it should not be less than four calendar days.

In cases where the employer is not able to ensure the athlete's participation in sports competitions, allow the athlete to temporarily transfer to another employer for a period not exceeding one year, according to the agreement between the employers, according to the athlete's written consent. cried

For the period of the athlete's temporary transfer to another employer, the employer at the temporary workplace with him is [the third part](#) of this article takes into account the rules of a fixed-term employment contract.

The validity of the initially concluded employment contract during the period when the athlete temporarily transferred to another employer is suspended (the parties suspend the exercise of rights and obligations stipulated in the labor legislation and other legal documents on labor). In this case, the validity period of the initially concluded employment contract will not be interrupted. After the athlete's temporary transfer to another employer expires, the initially concluded employment contract will be renewed in full.

During the temporary transition period, the rules set forth in the labor legislation and other documents containing the norms of labor law shall be applied to the athlete and the employer in the temporary workplace in full, taking into account the features specified in this article.

The employer at the temporary workplace does not have the right to initiate the transfer of the athlete to another employer.

In the event that the employment contract concluded for the period of temporary transfer of the athlete to another employer is prematurely terminated according to any of the grounds provided for in this Code, from the working day following the calendar date related to the termination of the employment contract concluded for the temporary period of transition the originally concluded labor contract is valid in its entirety.

If after the end of the period of temporary transfer to another employer, the athlete continues to work for the employer of the temporary workplace, and neither the athlete nor the employer of the temporary workplace, nor the employer with whom the employment contract was originally concluded, cancels the employment contract concluded for the temporary transition period, and does not require restoration of the initially concluded employment contract, the initially concluded employment contract is canceled and the employment contract concluded for the temporary transition period is extended for a period determined by the agreement of the parties, and in the absence of such an agreement, for an indefinite period.

To cancel the employment contract concluded with the athlete in this Code and others In addition to the grounds provided by law, the following may be grounds:

1) exclusion from sports for six months or more;

2) violation by the athlete of anti-doping rules approved by international anti-doping organizations, including one violation.

The duration of the notice period for the termination of the employment contract at the initiative of the athlete is the type or types of sport concerned by the parties to the employment contract

according to the recommendations of sports federations (associations) of the Republic of Uzbekistan, it is determined taking into account the deadlines set by the Ministry of Sports Development of the Republic of Uzbekistan.

Chapter 29. Peculiarities of legal regulation of the labor of persons working in micro-firms and natural persons who are employers

§ 1. Peculiarities of legal regulation of employees' labor in employers included in micro-firms

Article 504. General rules

The legal regulation of the labor of employees in employers included in the phrase micro-firms (hereinafter referred to as micro-firms that are employers) is carried out taking into account the specific characteristics specified in this paragraph.

If a micro-firm that is an employer does not fall into the category of micro-firms in accordance with the established classification of business entities, from the moment when relevant information about the micro-firm that is an employer is entered by the state statistical authorities, individual labor relations in this employer and legal regulation of social relations directly related to them should be carried out in accordance with the labor legislation and other legal documents on labor, without taking into account the specific features specified in this paragraph.

Article 505. Legal regulation of individual labor relations and social relations directly related to them with internal documents and labor contracts

A micro-firm that is an employer has the right to fully or partially refuse to accept internal documents (rules of internal labor procedures, regulation on remuneration, regulation on rewards, shift schedule, etc.). In order to regulate individual labor relations and the social relations directly related to them, the conditions that must be regulated by internal documents in accordance with the labor legislation are included in the labor contracts concluded with the employees of the micro-firm that is the employer. must enter. These labor contracts are drawn up on the basis of a model form approved by the Cabinet of Ministers of the Republic of Uzbekistan in agreement with the republic tripartite commission on social and labor issues.

An employment contract for an indefinite period of time or a fixed-term employment contract may be concluded with persons entering employment in micro-enterprises that are employers.

Employees of micro-enterprises that are employers may be granted additional work leave for the length of service in this micro-enterprise, its duration and the procedure for granting it are determined in collective agreements, collective agreements, internal documents or labor contracts.

Change of working conditions of a micro-firm employee as an employer ([Part 1 of Article 137 of this Code](#)) and change of location in connection with the relocation of the employer ([the first part of Article 146 of this article](#)) must be notified in writing at least one month in advance.

Article 506. Contracted employment with employees of the micro-enterprise, which is the employer cancel the contract

An employee of a micro-enterprise, which is an employer, has the right to terminate the employment contract at his own initiative, by notifying the micro-enterprise, which is an employer, in writing seven calendar days in advance.

A micro-firm that is an employer has the right to terminate an employment contract with its employee based on the grounds provided for in the employment contract, in addition to the grounds provided for in this Code.

For the employment contract entered into with an employee of a micro-firm that is an employer, the employment contract shall be referred [to Clause 5 of the second part of Article 161 of this Code](#).

a list of one-time gross violations of labor obligations, which are allowed to be terminated in accordance with

The terms of notice to the employee of the micro-firm that is the employer about the termination of the employment contract, as well as the cases and amounts of payment of the severance pay and other compensation payments, which are paid upon termination of the employment contract, are determined in the employment contract, if they if not specified, the general guarantees provided for by this Code and other legal documents on labor are applied to employees.

§ 2. Peculiarities of legal regulation of the labor of individuals employed by individual entrepreneurs

Article 507. General rules

After opening a bank account, registered individual entrepreneurs have the right to use the labor of hired employees in the amount determined by the Cabinet of Ministers of the Republic of Uzbekistan, depending on the type of activity performed by the individual entrepreneur.

Individual labor relations between an individual entrepreneur and a hired employee are regulated by the labor legislation, taking into account the specific features provided for in this paragraph.

Article 508. Employment contract between an employee and an individual entrepreneur

An employment contract drawn up in written form is the basis for the creation of individual labor relations with a person being hired by an individual entrepreneur.

An employment contract for an indefinite period or a fixed-term employment contract may be concluded with an employee being recruited by an individual entrepreneur. In this case, the term of the employment contract should not exceed the term of validity of the certificate of state registration of an individual entrepreneur.

A job seeker must be informed in advance about the conditions of work and employment before the conclusion of an employment contract.

The model form of the labor contract between an employee and an individual entrepreneur is approved by the Cabinet of Ministers of the Republic of Uzbekistan in agreement with the tripartite republican commission on social and labor issues.

The employment contract is drawn up in three copies, one of which remains with the individual entrepreneur, the second is given to the hired employee, and the third is presented to the state tax service body at the place of tax registration of the individual entrepreneur. Submission of a copy of the employment contract to the state tax service can also be done electronically.

The hiring of hired employees by an individual entrepreneur is carried out without announcing the order.

Labor records are not kept for employees working in individual entrepreneurs.

Article 509. Work and rest mode

The working regime, the procedure for granting rest days and annual vacations is determined according to the agreement between the employee and the individual entrepreneur. In this case, the duration of the working week cannot be longer than that specified in this Code, and the duration of the annual vacation cannot be shorter.

Article 510. Conditions of employment by an individual entrepreneur to be changed

In the first part of Article 137 of this Code in the cases provided for, the individual entrepreneur must notify the employee in writing at least fourteen calendar days in advance of the change in the working conditions of the employee determined by the parties.

Article 511. Termination of an employment contract between an employee and an individual entrepreneur

The employee has the right to cancel the employment contract concluded with an individual entrepreneur on his own initiative, by notifying this entrepreneur in writing seven calendar days in advance.

In the first part of this article the stipulated notice period can be shortened by agreement between the employee and the individual entrepreneur.

In addition to the grounds provided for in this Code, an individual entrepreneur is an employee has the right to terminate the employment contract concluded with

For the employment contract concluded between an employee and an individual entrepreneur, the employment contract is subject to paragraph 5 of the second part of Article 161 of this Code. a list of one-time gross violations of labor obligations, which are allowed to be terminated in accordance with

The terms of notice to the employee about the termination of the employment contract, as well as the cases and amounts of payment of the severance pay and other compensation payments upon termination of the employment contract shall be determined in the employment contract.

In case of termination of the employment contract concluded with the employee, the individual entrepreneur must notify the state tax service body at the place of tax registration of the individual entrepreneur in writing no later than three working days from the date of termination of the employment contract.

In cases where the activity of an individual entrepreneur is suspended, the employee's average salary is preserved for two weeks. After the expiration of this period, the individual entrepreneur may cancel the employment contract concluded with the employee in connection with the suspension of his activity by paying compensation to the employee in the amount stipulated in this contract, but not less than the average salary of the employee for two weeks. right This amount of monetary compensation is paid even if the employee terminates the employment contract on his own initiative during the suspension of the activity of the individual entrepreneur for more than one week.

Article 512. The length of service of employees working at an individual entrepreneur

Periods of employment at an individual entrepreneur, provided that social tax is paid, is added to the employee's length of service.

Information on the payment of social tax based on

Article 513. Resolving individual labor disputes between an employee and an individual entrepreneur

It is not regulated on the basis of mutual agreement between the employee and the individual entrepreneur individual labor disputes are resolved in court.

§ 3. Peculiarities of legal regulation of work of domestic workers

Article 514. Domestic workers

Employees who perform work and provide services (gardeners, nannies, guards, cleaners, drivers, etc.) to natural persons who are employers to satisfy their personal needs unrelated to their business activities are domestic workers.

Recruiting domestic workers is allowed when they reach the age of sixteen.

Citizens of the Republic of Uzbekistan, as well as foreign citizens and stateless persons residing in the territory of the Republic of Uzbekistan, have the right to hire domestic workers if they have full civil capacity.

Article 515. An employment contract with a domestic worker

An employment contract concluded in written form by an individual who is an employer is the basis for the creation of individual labor relations with a domestic worker.

An employment contract for an indefinite period with a domestic worker who is being recruited or a fixed-term employment contract can be concluded.

Prior to the conclusion of the employment contract, the domestic worker must be informed in advance about the terms of employment by the individual who is the employer.

An employment contract with a domestic worker is drawn up in three copies, one of which is submitted to the state tax service body at the place of residence of the natural person who is the employer, the second remains with the employer, and the third is given to the employee.

The model form of the labor contract concluded with the domestic worker is approved by the Cabinet of Ministers of the Republic of Uzbekistan in agreement with the republic tripartite commission on social and labor issues.

If the parties have reached an agreement on providing the domestic worker with food and housing, this condition should be included in the content of the employment contract.

Recruitment of domestic workers is carried out without publication of the order.

Labor records are not kept for domestic workers.

Article 516. Work and rest mode

The working regime, the procedure for granting rest days and annual vacations are determined according to the agreement between the employee and the employer. In this case, the duration of the working week cannot be longer than that specified in this Code, and the duration of the annual vacation cannot be shorter.

It is prohibited to force domestic workers living in the household to stay in the household or with household members during the period of daily or weekly rest or annual work holidays.

Article 517. Employment of a domestic worker by an individual who is an employer change the terms

In the first part of Article 137 of this Code in the cases provided for, the natural person who is the employer must notify the employee in writing at least fourteen calendar days in advance of changing the working conditions of the domestic worker specified by the parties in the labor contract.

Article 518. Termination of employment contracts with domestic workers

Seven calendar days to the individual who is the employer of the domestic worker labor contract has the right to cancel at its own initiative with prior written notice.

In the first part of this article implied notice period domestic worker and work may be reduced by agreement between the individual who is the donor.

In addition to the grounds provided for in this Code, an individual who is an employer has the right to terminate an employment contract with a domestic worker on the grounds provided for in the employment contract.

For the employment contract concluded with a domestic worker, the employment contract shall be referred to Clause 5 of the second part of Article 161 of this Code. a list of one-time gross violations of labor obligations, which are allowed to be terminated in accordance with

The employment contract concluded with the domestic worker is terminated due to the death of the individual who is the employer. The day after the death of the individual who is the employer is considered the day of termination of the employment contract.

In the case of termination of the employment contract with the employee due to the death of the natural person who is the employer, all payments related to the termination of the employment contract shall be entitled to send claims to the heirs of the natural person who is the employer in the recourse procedure. Employment assistance of the Republic of Uzbekistan is carried out at the expense of the state fund.

Terms of notice to the domestic worker about the termination of the employment contract, as well as severance pay and other

cases and amounts of compensation payments are determined in the labor contract, if they are not specified, the general guarantees provided for by this Code and other legal documents on labor are applied to employees.

When a natural person who is an employer cancels an employment contract with a domestic worker, he must notify the state tax service body at the place of residence of the natural person who is an employer about this in writing no later than three working days after the termination of the employment contract.

Article 519. Work experience of domestic workers

The period of employment of domestic workers is included in the length of service of the employee if the social tax is paid.

Calculation of the length of service of a domestic worker is carried out on the basis of information on the payment of social tax.

Article 520. Settlement of individual labor disputes between a domestic worker and an individual who is an employer

Unregulated individual labor disputes based on mutual agreement between a domestic worker and an individual who is an employer are resolved in court.

Chapter 30. Peculiarities of legal regulation of labor of foreign citizens and stateless persons

Article 521. General rules

The general norms of labor legislation apply to foreign citizens and stateless persons who are permanent residents of the territory of the Republic of Uzbekistan and have a residence permit (hereinafter referred to as foreign citizens).

In relation to foreign citizens who have legally entered the territory of the Republic of Uzbekistan and do not have a residence permit for the purpose of working, the legislation on labor is applied taking into account the specific features provided for in this chapter.

Article 522. Employment age of a foreign citizen

Foreign citizens who have legally entered the territory of the Republic of Uzbekistan for the purpose of employment have the right to enter into individual labor relations as an employee upon reaching the age of eighteen.

Article 523. Implementation of labor activities in the territory of the Republic of Uzbekistan certificate of right

Foreign citizens who have legally entered the territory of the Republic of Uzbekistan for the purpose of performing labor activities have the right to perform labor activities in the territory of the Republic of Uzbekistan only on the basis of a certificate of the right to perform labor activities in the territory of the Republic of Uzbekistan, except for the cases specified in the legislation.

The employer has the right to conclude employment contracts with foreign citizens who have legally entered the territory of the Republic of Uzbekistan only if they have a certificate of the right to work in the territory of the Republic of Uzbekistan, except for cases provided for by law.

Labor contracts based on residency conditions with foreign citizens who have legally entered the territory of the Republic of Uzbekistan for the purpose of employment may be concluded only if they receive a separate confirmation of the right to work in the territory of the Republic of Uzbekistan. Specific features of concluding employment contracts with highly qualified specialists and qualified specialists on the basis of the terms of employment are in [Article 526](#) of this Code defined.

On the right to work in the territory of the Republic of Uzbekistan the procedure for issuing a certificate is determined by the Cabinet of Ministers of the Republic of Uzbekistan.

Article 524. The term of validity of the employment contract concluded with a foreign citizen who has legally entered the territory of the Republic of Uzbekistan for the purpose of employment

The term of validity of the employment contract concluded with a foreign citizen who has legally entered the territory of the Republic of Uzbekistan for the purpose of employment. The period of validity of the certificate on the right to work in the territory of the Republic of Uzbekistan should not exceed, if the existence (receipt) of such a certificate is established by legislation.

Article 525. Peculiarities of the cancellation of the employment contract concluded with an employee who is a foreign citizen who has legally entered the territory of the Republic of Uzbekistan for the purpose of employment.

In addition to the grounds provided for in this Code, the expiration or cancellation of the certificate of the right to work in the territory of the Republic of Uzbekistan is the basis for canceling the employment contract concluded with a foreign citizen.

In connection with the expiration of the validity period of the certificate on the right to work in the territory of the Republic of Uzbekistan, the employment contract must be terminated on the day of its expiration.

When the confirmation of the right to work in the territory of the Republic of Uzbekistan is canceled, the employment contract must be canceled on the day the employer receives the relevant notification from the Foreign Labor Migration Agency under the Ministry of Employment and Labor Relations of the Republic of Uzbekistan.

Article 526. A foreigner who is a highly qualified specialist or a qualified specialist specific features of legal regulation of citizens' labor

The legislation may provide for a different procedure for hiring, concluding and terminating employment contracts for highly qualified specialists or foreign citizens who are qualified specialists who have legally entered the territory of the Republic of Uzbekistan for the purpose of employment.

The term of validity of certificates on the right to work in the territory of the Republic of Uzbekistan for highly qualified specialists or qualified foreign specialists is three years from the date of issuance of the certificates, with the possibility of unlimited extensions, but this amount shall not exceed a maximum of three years in each case.

Highly qualified specialists or qualified specialists have the right to work on a temporary basis in the territory of the Republic of Uzbekistan without obtaining a certificate of the right to work in the territory of the Republic of Uzbekistan.

In case of early termination of the employment contract, highly qualified specialists or qualified specialists have the right to look for another job within thirty working days, during this period the certificates on the right to work in the territory of the Republic of Uzbekistan, as well as the validity of visas and residence certificates, which were previously issued to them is stored.

Foreign citizens to the category of highly qualified specialists or qualified specialists the inclusion criteria are determined by the Cabinet of Ministers of the Republic of Uzbekistan.

SECTION VII. PROTECTION OF LABOR RIGHTS OF EMPLOYEES. CONSIDERATION OF LABOR DISPUTES

Chapter 31. General rules

Article 527. Protection of labor rights of employees

Protection of labor rights of employees includes:

legislation on labor, other legal documents on labor, as well as preventing and/or terminating violations of the terms of labor contracts; to restore the violated rights of the employee; compensation for material damage and (or) moral damage caused to the employee due to the violation of his labor rights; liability of employers and other officials guilty of violating the employee's labor rights.

Article 528. To exercise the employee's right to protect labor rights not to be allowed to hinder the increase

Obstacle to exercise the employee's right to protection of labor rights it is not allowed to do.

Written or oral obligations of the employee to refuse to exercise his right to the protection of labor rights are invalid.

Article 529. Main methods of protection of labor rights

The main methods of protection of labor rights are as follows:
from protecting the labor rights of employees;
to labor legislation, other legal documents on labor and state control and inspection of compliance with labor protection regulations;
to labor legislation, other legal documents on labor and from public control over compliance with labor protection rules;
protection of labor rights through conciliation-mediation procedures;
from the protection of labor rights by labor dispute review bodies.

Employees are not prohibited by law from choosing a way to protect their labor rights the right to protect one's labor rights by all means is guaranteed.

Chapter 32. Protection of labor rights by the employee himself

Article 530. The concept of protection of labor rights by the employee and implementation of protection

Self-protection of labor rights by the employee means the restoration of the violated right of the employee without or with reference to the bodies that control and inspect compliance with the labor legislation or to the bodies that consider individual labor disputes and (or) independent legal actions aimed at eliminating obstacles to the realization of this right are understood.

The employee has the right to protect his labor rights (hereinafter referred to as self-defense) from the moment he knows or should have known about the violation of his rights.

An employee may terminate self-defense at any time at his or her discretion.
has the right to make a decision.

Article 531. Forms of self-defense

For the purpose of self-defense, the employee is a direct threat to his life and health perform the contractor's work, as well as the following at the request of the employer:

work not provided for in the employment contract;
do not order the employer or his immediate supervisor or another representative of the employer to perform actions that violate the law or endanger life and health, harm the honor and dignity of the employee or other persons, work reputation can refuse by informing in the form.

In the first part of this article during the refusal to perform work or actions until the specified circumstances are eliminated, all rights of the employee provided for in the labor legislation and other legal documents on labor are preserved.

The employee also in other cases stipulated by this Code or other laws has the right to refuse to perform work or actions in self-defense.

Article 532. Employer's duty not to prevent employees from self-defense

The employer, the employer's representatives are an obstacle to self-defense of the employees has no right to do.

Harassment of employees for lawful self-defense is prohibited.

Article 533. Abuse of the right of self-defense

The following are abuses of the right to self-defense:

in cases not provided for by this Code or another law, the employee knowingly refuses to perform the work stipulated in the employment contract;

in the first part of Article 531 of this Code if the specified circumstances exist, the employee's refusal to perform the work specified in the employment contract without notifying the employer;

the employee even after the circumstances justifying his self-defense have been eliminated refusal to stop self-defense.

Abuse of the right to self-defense may be grounds for disciplinary action against the employee. In cases where the abuse of the right to self-defense leads to actual direct damage to the employer, the obligation to compensate for this damage in the manner and in the amounts provided for in this Code may be assigned to the employee .

Chapter 33. Control and inspection of compliance with labor legislation, other legal documents on labor and labor protection regulations

§ 1. State control and inspection of compliance with labor legislation, other legal documents on labor and labor protection regulations

Article 534. Authorized state bodies that carry out state control and inspection of compliance with labor legislation, other legal documents on labor, and labor protection regulations

State control and inspection of compliance with labor legislation, other legal documents on labor and labor protection rules is carried out by the Ministry of Employment and Labor Relations of the Republic of Uzbekistan, as well as other state bodies in accordance with the law.

The control over the precise and uniform implementation of this Code, as well as other laws, is carried out by the prosecutor's office within the framework of their powers, according to the Law of the Republic of Uzbekistan "On the Prosecutor's Office" . performs accordingly.

State control and inspection of compliance with the requirements for safe conduct of work in some areas of activity (state energy control, state sanitary-epidemiological control, state control of compliance with industrial, nuclear and radiation safety requirements, etc.) is carried out by competent state bodies in accordance with the law.

Departmental control over compliance with the labor legislation, other legal documents on labor and labor protection rules in the organizations under its management is carried out by state bodies in accordance with the procedure and conditions established by the legislation.

Article 535. Ministry of Employment and Labor Relations of the Republic of Uzbekistan state labor inspection

State Labor Inspection of the Ministry of Employment and Labor Relations of the Republic of Uzbekistan (hereinafter referred to as the State Labor Inspection) Uzbekistan is a structural division of the Ministry of Employment and Labor Relations of the Republic of Kazakhstan, which is responsible for the implementation of labor legislation, employment of the population, employer's

carries out state control and inspection of compliance with mandatory civil liability insurance, legislation on the rights of persons with disabilities, other legal documents on labor, labor protection rules and labor standards.

Article 536. Inspections conducted by state labor inspectors

State labor inspectors carry out scheduled and unscheduled inspections of employers in the territory of the Republic of Uzbekistan in order to carry out state control and inspection of compliance with labor legislation, other legal documents on labor, and labor protection rules.

Compliance with the requirements of the labor legislation, other legal documents on labor and labor protection rules, as well as the implementation by employers of the instructions of the state labor inspectors on the elimination of violations detected during inspections, is the subject of inspection.

The procedure for conducting inspections by state labor inspectors is determined by legislation.

Article 537. Complaining about illegal decisions, illegal actions (inaction) of state labor inspectors

Illegal decisions, illegal actions (inaction) of state labor inspectors can be appealed to the higher labor inspectorate and (or) to the court.

Article 538. Responsibility for obstructing the activity of the state labor inspection

Non-implementation of instructions, submissions and other documents of the State Labor Inspection, as well as interference with the activities of the State Labor Inspection and influence in any form in order to prevent the legal performance of the duties and functions assigned to its employees is prohibited, and the liability established by law is prohibited. cause.

§ 2. Public control over compliance with labor legislation, other legal documents on labor and labor protection regulations

Article 539. Subjects of public control over compliance with labor legislation, other legal documents on labor and labor protection regulations

Public control over compliance with labor legislation, other legal documents on labor and labor protection rules is regulated by the [Law](#) of the Republic of Uzbekistan "On Public Control" is carried out by the subjects of appropriate public control.

Citizens of the Republic of Uzbekistan, self-government bodies of citizens, as well as non-governmental non-profit organizations, mass media are subjects of public control over compliance with labor legislation, other legal documents on labor and labor protection rules.

Public control over compliance with the labor legislation, other legal documents on labor and labor protection regulations may be carried out by public councils, commissions and other public organizational structures in accordance with the law.

Trade unions are special subjects of public control over compliance with labor legislation, other legal documents on labor and labor protection regulations.

Article 540. Rights of trade unions during public control over compliance with labor legislation, other legal documents on labor and labor protection regulations

Trade unions, their associations, divisions and primary trade union organizations comply with the labor legislation requirements of employers and labor protection rules at workplaces, as well as collective agreements and collective agreements, by the employer with the trade union committee. has the right to exercise public control over compliance with the provisions of other documents adopted by agreement.

Trade unions carry out an expert examination of the safety of working conditions in the designed, built and used production facilities, as well as an expert examination of the safety of the designed and used mechanisms and equipment, in determining the causes of violations of labor protection rules, in the investigation of industrial accidents and occupational diseases, has the right to participate in the meetings of the medical and social expert commission.

When exercising public control over compliance with labor legislation, other legal documents on labor and labor protection regulations, trade unions:

- to participate in relevant public councils under local state authorities and state administration bodies;
- to send submissions to employers on elimination of identified violations of labor legislation, other legal documents on labor and labor protection regulations, which must be considered;
- to apply to relevant bodies with a request to prosecute persons guilty of violating the labor legislation, other legal documents on labor and labor protection rules, concealing the facts of industrial accidents;
- to make suggestions to the employer about suspending work in cases of threats to the life and health of employees, as well as about eliminating violations of labor protection requirements;
- to study the state of labor protection, to control the fulfillment of obligations of employers stipulated in collective agreements and collective agreements on labor protection;
- to enter the workplaces of employees representing his interests;
- to participate in consideration of individual and collective labor disputes;
- employees have the right to appeal to the court in defense of their labor rights.

The Law of the Republic of Uzbekistan "On Trade Unions" in the implementation of public control over compliance of trade unions with labor legislation, other legal documents on labor and labor protection rules shall have other rights accordingly.

Trade unions, as well as their associations, have the right to organize their own inspections in order to carry out public control over compliance with labor legislation, other legal documents on labor and labor protection regulations.

Chapter 34. Review of labor disputes

§ 1. General rules

Article 541. The concept of labor disputes

between the employer and the employee or between the employees (their representatives) and the employers (their representatives) on the application of labor legislation, other legal documents on labor and labor protection rules, employment contract as well as unregulated disagreements on the issue of determining new working conditions or changing existing working conditions are labor disputes.

Article 542. Types of labor disputes

Labor disputes can be individual or collective, depending on the composition of the subject.

Individual labor disputes are unsettled disputes between an employer and an employee on the following issues:

labor legislation, other legal documents on labor and application of labor protection rules, labor contract;

Establishing new individual employment conditions for an employee or an existing individual to change the working conditions (including payment of wages).

Individual labor disputes include the following disputes:

a dispute between an employer and a person who previously had an employment relationship with this employer;

the employer and the person who expressed the desire to enter into an employment contract with this employer a dispute between, if the employer refused to hire this person.

Between employees (their representatives) and employers (their representatives):

establishing new working conditions or changing existing working conditions (including on matters of changing the payment of fees;

on matters of drawing up and changing collective agreements, collective agreements, as well as other legal documents about labor accepted in accordance with the law in agreement with the representatives of employees;

collective labor disputes are unregulated disputes on the application of labor legislation, other legal documents on labor and labor protection rules.

Depending on the method of resolution, labor disputes can have a claim nature and a non-claim nature.

Disputes arising on issues of application of labor legislation, other legal documents on labor and labor protection rules, employment contract are included in the scope of litigation (legal disputes). Individual and collective disputes, which have the nature of a lawsuit, are considered by labor dispute resolution bodies. At any stage of consideration of labor disputes with the nature of a lawsuit, based on the voluntary agreement of the parties, in order to reach a mutually acceptable solution, the procedure for resolving the dispute with the help of a mediator can be used.

Establishing new working conditions and changing existing working conditions (including payment of wages), drawing up collective agreements, collective agreements or internal documents to be accepted in accordance with the law with the representatives of employees and individual labor disputes are included in the category of non-claim disputes (interest disputes). Collective and individual labor disputes of a non-litigation nature are resolved using conciliation-mediation procedures or dispute settlement procedures with the support of a mediator.

§ 2. Consideration of individual labor disputes

Article 543. The procedure for consideration of individual labor disputes

The procedure for considering labor legislation and other legal documents on labor, individual labor disputes (individual labor disputes with the nature of a lawsuit) on issues of application of an employment contract is determined in this Code, labor disputes in courts and the procedure for considering cases is also in the Civil Procedure [Code](#) of the Republic of Uzbekistan is determined.

Individual labor disputes (individual labor disputes of a non-litigation nature) regarding the establishment of new working conditions for the employee or changing the existing working conditions are resolved by the employer and the trade union committee.

Article 544. Parties to individual labor disputes

One side of an individual labor dispute is the employer, and the other side is the employee, a person who previously had labor relations with this employer, a person who expressed a desire to conclude such a contract with the employer in case the employer refuses to conclude an employment contract.

Each party to an individual labor dispute has the right to involve representatives to protect their rights.

Article 545. Bodies considering individual labor disputes

Individual labor disputes are considered by:

by commissions on labor disputes, excluding disputes that are heard directly in court;

by the court.

The employee has the right to apply to the labor dispute commission or directly to the court, according to his choice, to resolve the labor dispute.

At any stage of consideration of any individual labor dispute in the commission on labor disputes or in court, before the court enters a separate room (consulting room) to receive a court document, the Law of the Republic of Uzbekistan "On Mediation" may be referred to a mediator for appropriate consideration.

Article 546. Satisfying the employee's monetary requirements

The employer pays the employee's money requirements for the entire period without a time limit has the right to satisfaction.

The employee's monetary demands will be satisfied in full if they are found justified by the commission on labor disputes or the court that considers individual labor disputes.

§ 3. The procedure for consideration of individual labor disputes in the commission on labor disputes

Article 547. Establishing a commission on labor disputes

The collective agreement, if it has not been established, may provide for the establishment of a commission on labor disputes according to the agreement between the employer and the trade union committee.

According to the agreement between the employer and the trade union committee, or in the cases stipulated by the collective agreement, commissions on labor disputes can be established in structural divisions of organizations.

Commissions on labor disputes in structural units of the organization operate on the same basis as commissions on labor disputes of the organization.

Individual labor disputes can be considered in the commissions on labor disputes of structural divisions of organizations within the powers of these commissions determined by the collective agreement, if it is not concluded, by the employer in agreement with the trade union committee of the organization.

Commissions on labor disputes employer and trade union committee shall be established on the basis of equal rights, with an equal number of representatives from each party.

The committee of the employer and trade union, having received a written offer to establish a commission on labor disputes, must send its representatives to the commission within ten days.

The members of the commission on labor disputes from the trade union committee are approved by the decision of the relevant trade union committee, and the members of the commission representing the employer are approved by the order of the employer.

The numerical composition and term of powers of the commission on labor disputes are determined in the collective agreement, if it is not concluded, in another internal document approved by agreement between the employer and the trade union committee.

The working procedure of the commission on labor disputes shall be determined in the relevant statute or other internal document approved by agreement between the employer and the trade union committee.

Organizational and technical provision of the work of the commission on labor disputes is carried out by the employer. With the consent of the employee, the employer may assign the tasks of the person responsible for the organizational and technical support of the commission.

Article 548. Powers of the commission on labor disputes

The Commission on Labor Disputes is a body that reviews individual labor disputes related to the application of labor legislation, other legal documents on labor, employment contracts, and disputes that are directly heard by the court.
except

The powers of commissions on labor disputes established in structural divisions of organizations are determined in the relevant statute or other internal document approved by agreement between the employer and the trade union committee.

Article 549. The procedure for filing an application to the commission on labor disputes

The employee's application received by the commission on labor disputes must be registered.

The following must be indicated in the employee's application to the commission on labor disputes:

the date (the date when the employee knew or should have known about the violation of his right and with which he connects the beginning of the period for applying to the commission);

reasons that the employee has that confirm the reasons;
employee requirements;
list of documents attached to the application.

Article 550. Preparation of an individual labor dispute for consideration by the commission on labor disputes

Until the meeting of the Commission on Labor Disputes is held:
important for the proper resolution of an individual labor dispute
determines the circumstances (determines the subject of proof);
Laws and other labor laws to be relied upon to resolve the dispute
determines the scope of documents;
specifies the composition of the persons involved in the consideration of the dispute;
sets out a list of evidence that each party must present to support its claims.

Article 551. Individual labor dispute in the commission on labor disputes review procedure

The commission on labor disputes must consider an individual labor dispute within ten calendar days from the date of the employee's application.

Individual labor disputes considered by commissions on labor disputes can be considered, if necessary, during the employee's off-duty time.

The labor dispute is considered in the presence of the employee who submitted the application or his representative. Consideration of a labor dispute in the absence of an employee or his representative is allowed only on the basis of a written application of the employee. If the employee or his representative is not present at the meeting of the commission on labor disputes, consideration of the labor dispute will be postponed. If the employee or his representative is not present at the meeting for the second time without good reason, the commission may issue a decision to remove the issue from consideration, which will allow the employee to make a repeated application for consideration of the labor dispute within the time limit established by this Code. disenfranchised

can't. The commission's decision to withdraw the application from consideration shall be delivered to the employee in writing, with the reason for the withdrawal of the application from consideration being specified.

The employee has the right to terminate the dispute at any stage of consideration of the labor dispute by the commission on labor disputes.

Individual labor disputes of employees between the ages of fifteen and sixteen are considered in the commission on labor disputes with the participation of one of their parents or guardians.

The employee, the trade union committee has the right to invite a lawyer, expert or other third party to participate in the consideration of the labor dispute.

The Commission on Labor Disputes will call witnesses and experts to its meeting has the right to offer.

At the request of the commission on labor disputes, the employer (his representatives) must submit the necessary documents to the commission within the period determined by the commission.

The meeting of the commission on labor disputes, if the members of the commission from each side if at least half are present, it is considered competent.

An equal number of representatives of the employer and the trade union committee must participate in the meeting of the commission on labor disputes.

The decision made by the non-authorized structure of the commission on labor disputes is illegal.

At each meeting of the commission on labor disputes, the duties of the chairman are performed alternately by the representatives of the employer and the trade union committee.

In this case, the duties of the chairman and the secretary cannot be performed by the representatives of the same party at the same meeting.

At the first meeting of the commission on labor disputes, the chairman and secretary of this meeting are determined by agreement of the members of the commission (representatives of employees and employers). At subsequent meetings of the commission, a chairman and a secretary are appointed for each subsequent meeting, and they are responsible for preparing and convening the meeting.

The chairman opens the meeting of the commission on labor disputes and announces which dispute should be considered and the composition of the commission. The chairman checks the presence of the parties, the authority of the representatives, and then explains their rights and obligations to the persons participating in the commission meeting.

The parties to an individual labor dispute considered by the commission on labor disputes:

to provide evidence; to
participate in the examination of evidence;
persons participating in the commission meeting were invited to the commission meeting
to ask questions to witnesses, experts and other persons;
to petition; providing oral
and written explanations to the commission; to requests
and reasons of other persons participating in the commission meeting
to object to; to appeal the
commission's decision in court; has the right to use audio and video
equipment at the commission meeting.

The commission on labor disputes, while considering the merits of an individual labor dispute, first listens to the explanations of the employee's stated demands.

After that, the representative of the employer is heard, the evidence of the parties is checked, the experts, witnesses and other persons called (invited) to participate in the dispute are heard.

Article 552. Minutes of the meeting of the commission on labor disputes

Minutes are kept at the meeting of the commission on labor disputes, which are signed by the chairman and secretary of the commission.

The minutes of the meeting of the commission on labor disputes reflect the following entire process of the meeting:

the date of the meeting;

composition of the commission;

what application is pending;

procedure for conducting the commission meeting;

a statement of the explanations and arguments given by the employee (his representative) and the employer's representative, as well as witness statements, expert opinions;

content of the decision.

Parties to an individual labor dispute and interested participants of a labor dispute commission meeting have the right to familiarize themselves with the minutes of the meeting and submit written objections to the minutes within three working days from the date of signing of the minutes. can be given by showing that it is not related. The commission must attach the written objections of the parties to the minutes of the meeting.

The commission keeps minutes of the meeting of the commission on labor disputes can be done electronically through audio or video recording of the meeting.

Article 553. Refusal to accept the employee's application

The commission on labor disputes shall accept the application of the employee, if there is another application on the dispute between the same parties, on the same subject and on the same grounds, in the proceedings of the commission on labor disputes or the court, or rejects the application if it is submitted on behalf of the employee by a person who is not authorized to do so, or if the consideration of this individual labor dispute is not within the powers of the commission.

The chairman of the commission on labor disputes, appointed at the previous meeting, will give the applicant a written reasoned refusal to accept the application within three days.

Article 554. The deadline for applying to the commission on labor disputes

The employee knows about the violation of his right to the commission on labor disputes or can apply within six months from the day he should have known.

In the first part of this article if the deadline is missed due to valid reasons, the commission on labor disputes can restore the deadline and review the dispute on its merits.

The expiry of the period of application regarding consideration of individual labor disputes is suspended during the period of consideration of individual labor dispute in the mediation procedure.

Article 555. The decision of the commission on labor disputes

The commission on labor disputes trade union committee and the employer makes a decision according to the agreement of its representatives.

The decision of the commission on labor disputes must be justified and based on the labor legislation and other legal documents on labor, the labor contract.

The following is indicated in the decision of the commission on labor disputes: the name of the organization, if the individual labor dispute is considered by the commission on labor disputes of a separate department of the organization, the name of the department, the surname and first name of the employee who applied to the commission, father's name, position, profession or specialty;

the date the commission was addressed and the dispute was considered, the nature of the dispute; surname, first name, patronymic of commission members and other persons present at the meeting;

the essence of the decision and its justification (to legislation and other legal regulations on labor with reference to documents, employment contract);
voting results.

To the employee in the decision of the Labor Disputes Commission on monetary claims the exact amount involved must be stated.

The decision of the commission on labor disputes is made by the chairman and secretary of the commission meeting signed by, shall have binding force and shall not be confirmed in any way.

A copy of the decision of the labor dispute commission shall be delivered (sent) to the employee, the employer and the trade union committee within three days from the date of the decision.

Article 556. Transfer of consideration of individual labor dispute to court and appeal against the decision of the commission on labor disputes

If the commission on labor disputes does not consider or resolve an individual labor dispute within ten days, the employee concerned or his representative has the right to appeal to the court.

An interested employee or employer may appeal the decision of the commission on labor disputes to the court within ten days from the date of delivery of the copy of the commission's decision. Missing this deadline cannot be a reason for refusing to accept the application. The court may consider the missed period to be excusable, restore this period and consider the merits of an individual labor dispute.

Article 557. Guarantees for members of the commission on labor disputes In

relation to employees who are members of the commission on labor disputes, during the period when they are exercising their powers, to reduce the tariff rate (salary) and to cancel the employment contract at the initiative of the employer is not allowed, except [in paragraph 1](#) of the second part of Article 161 of this Code unless otherwise specified.

During the period of direct consideration of an individual labor dispute and preparation for the consideration of the case, employees who are members of the commission on labor disputes are exempted from performing labor duties while maintaining the average salary.

§ 4. Judicial consideration of individual labor disputes

Article 558. Individual labor disputes to be heard directly in court

The following individual labor disputes are considered directly in court:

- 1) if the commission on labor disputes has not been established at the employee's place of work;
 - 2) regardless of the grounds for termination of the employment contract, on reinstatement, on changing the date and definition of the grounds for termination of the employment contract, payment for the time of compulsory absenteeism or low-paid work about lash;
 - 3) on the employer's compensation for the damage caused to the employee due to work disability or occupational disease, or for the material damage caused to the employee's property;
 - 4) on compensation for moral damage caused by the employer to the employee;
 - 5) about rejection of employment;
 - 6) preliminary decision by the employer in agreement with the trade union committee regarding the issues raised;
 - 7) arising between employees and employer individuals;
 - 8) persons who consider themselves to be discriminated against in the field of work and training;
- 9) about compensation for material damage caused by the employee to the employer.

Individual labor disputes, [in the first part](#) of this article in addition to the listed ones, at the request of the employee, they are considered directly in the courts.

Consideration of an employee's application on individual labor disputes it is not allowed to refuse based on the fact that it was not considered by the commission.

Article 559. To the court for consideration of an individual labor dispute right of appeal

The following persons have the right to apply to the court for consideration of an individual labor dispute:

- 1) employee or trade union committee;
- 2) Officials of the State Labor Inspection;
- 3) the employer, when he is dissatisfied with the decision of the commission on labor disputes, as well as on disputes about compensation for material damage caused to him by the employee;
- 4) judicial bodies in accordance with the law;
- 5) prosecutor.

Article 560. To the court for consideration of an individual labor dispute application deadlines

The following deadlines for applying to court for consideration of an individual labor dispute are set:

on reinstatement disputes - three months from the date of delivery of a copy of the employer's order on the termination of the employment contract to the employee;

on compensation for material damage caused by the employee to the employer in case of disputes - one year from the day the employer discovered the damage;

in other labor disputes - the employee knew about the violation of his rights or six months from the date he should have known.

There is no time limit for applying to the court for disputes about compensation for damage to the life and health of an employee, as well as for disputes about compensation for moral damage caused to an employee.

The expiration of the period for applying to the court for consideration of individual labor disputes is suspended during the period of consideration of individual labor disputes in the mediation procedure.

Article 561. Termination of employment contract and transfer to another job making decisions on disputes about

In cases where the employment contract is terminated without legal grounds, illegally transferred to another job, employment conditions are changed or dismissed, the individual labor dispute review body shall restore the employee to his previous job, as well as restore the previous employment conditions.

When deciding the legality of termination of the employment contract at the initiative of the employer, the court assesses the validity of the termination of the employment relationship with the employee.

A court considering an individual labor dispute shall decide to pay the employee the average wage for the entire period of compulsory absenteeism or the difference in wages for the entire period of low-wage work.

An employee whose employment contract has been terminated due to an illegal conviction or who has been dismissed from a job (position) due to an illegal criminal prosecution must be given his previous job (position), if this is not possible (the organization (its separate department)) in case of termination, change of states that led to reduction, or other grounds provided by law that prevent restoration of work (position), another work (position) equal to the previous one should be given.

In case of liquidation of the organization (its separate unit) or in the case of other reasons provided by the law that prevent the restoration of work (position), other equal employment is carried out by local labor authorities.

Article 562. Exemption of employees from court costs

Employees are exempt from court costs when they apply to court for claims arising from individual labor relations.

Article 563. Absence of limitations on the amount of the claim and its provision

Regarding the amount of the claim and the provision of the claim in individual labor disputes no restrictions can be set.

Article 564. Imposition of financial responsibility on an official who is guilty of illegally terminating an employment contract, illegally dismissing an employee or illegally transferring an employee to another job

Damage caused to the employer by an official in connection with the payment of wages to an employee whose employment contract was illegally terminated, an employee who was illegally dismissed from work, or an employee who was illegally transferred to another job. in this case, the court imposes the obligation to compensate for the damage caused to the official who is guilty of violating the labor legislation.

Such an obligation is imposed even if the official delays the decision of the commission on labor disputes or the court on reinstatement of the employee.

The amount of compensation for material damage should not exceed three months' salary of the official.

Article 565. Compensation for moral damage

In cases where the violation of the employee's labor rights caused him moral and (or) physical suffering, the court has the right to issue a decision on the compensation of the moral damage caused to the employee by the employer at the request of the employee. The amount of moral damage is determined by the court.

§ 5. Procedure for execution of decisions on individual labor disputes

Article 566. Enforcement of the decision of the Commission on Labor

Disputes Appeal against this decision by the employer against the decision of the Commission on Labor Disputes must execute within three days after the expiration of ten days.

Employer [in the first part](#) of this article in case of non-execution of the decision of the commission on labor disputes within the stipulated period, the commission will give the employee a certificate (hereinafter referred to as a certificate) with the force of a writ of execution.

In the certificate:

the name of the commission on labor disputes that issued a decision on the labor dispute; the dates of the decision and the issuance of the certificate;
surname, first name, patronymic of the
employee; a decision on the merits of the dispute is indicated.

The certificate is confirmed by the signatures of the chairman and secretary of the commission and is given to the employee with a signature.

An employee may apply to the commission for a certificate within one month from the date of adoption of the decision of the commission on labor disputes.

If an employee or an employer is an application for consideration of an individual labor dispute if he applied to the court, the certificate will not be issued.

On the basis of the certificate issued by the commission on labor disputes and submitted no later than three months from the date of receipt, the state executive enforces the decision of the commission in accordance with the law of the Republic of Uzbekistan "On the execution of court documents and documents of other bodies" performs.

The commission on labor disputes **is the fifth** of this article and **in parts of the seventh** if the appointed deadlines are found to have been missed by the employee for good reasons, the commission will restore these deadlines.

Article 567. Bodies considering individual labor disputes limitation of recovery of the sums paid according to the decision

According to the decision of the commission on labor disputes, as well as the decision of the court on an individual labor dispute, the sums paid to the employee may be recovered from him when the decision is canceled, only the canceled decision is based on false information given by the employee or provided by him. is allowed in cases based on forged documents.

Article 568. Changing the definition of the grounds for termination of the employment contract

If the definition of the grounds for termination of the employment contract is found to be incorrect or not in accordance with the law, the court shall change this definition and in the decision, the grounds for the termination of the employment contract shall be strictly in accordance with the law in accordance with the relevant article (part, clause) of the law , paragraph) shows with reference.

The court is responsible for the provision of guarantees provided for by law and for the employee simultaneously solves the issue of the amount of severance pay.

If the court finds that the definition of grounds for termination of the employment contract harms the employee's honor, dignity and business reputation, then the court will decide on the issue of compensation for moral damage caused to the employee according to his request.

Article 569. Immediate enforcement of decisions on individual labor disputes to be done

Court decision on reinstatement of an employee whose employment contract was illegally terminated, as well as a court decision on changing the definition of the grounds for termination of an employment contract, or reinstatement of an employee who was illegally transferred to another job. the decision of the individual labor dispute review body to give the former job to the illegally dismissed employee must be executed immediately. In case of delay in the execution of such a decision by the employer, the labor dispute review body that made the decision shall, upon the employee's request, pay the average salary or the difference in salary to the employee for the entire period of delay in the execution of the ruling or decision. issues an appropriate ruling or decision on the matter.

If the employer does not execute the decision of the commission on labor disputes in a timely manner, the employee who was illegally transferred to another job or illegally dismissed from the job shall be entitled to compulsory absenteeism caused by the delay in the execution of the commission's decision by the employer. has the right to appeal to the court, demanding the payment of the average wage or the difference in wages for the whole time.

Payment of wages to the employee of the labor dispute resolution body, but after three months the decision to pay for a period not exceeding must be executed immediately.

In case of annulment of court documents based on demands arising from individual labor relations, if the annulled court document is based on false information reported by the claimant or forged documents submitted by him, the retroactive execution of the court document is allowed.

§ 6. Settlement of collective labor disputes (regulation)

Article 570. Basic concepts

Conciliation-mediation procedures consist of a gradual resolution (arrangement) of a collective labor dispute initially in the conciliation commission, and in the event of an agreement not being reached, in labor arbitration, as well as in accordance with the mutual agreement of the parties, using mediation procedures.

The conciliation commission is a body established on the basis of an agreement between the employer and employees (their representatives) to resolve (regulate) the collective labor dispute by reconciling the parties.

Labor arbitration is a body operating on a temporary or permanent basis, which is established by the parties to a collective labor dispute in order to resolve the dispute in the event that an agreement is not reached in the conciliation commission.

The day on which the decision of the employer (his representative) to reject all or part of the demands of the employees (their representatives) is notified, or the employer (his representative) is informed of the second part of Article 572 of this [Code](#) and [third parts](#) the day of failure to notify about its decision within the stipulated time periods shall be considered the day of commencement of the collective labor dispute.

Article 571. Making demands of employees and their representatives

[Article 42](#) of this Code duly designated employees and their representatives have the right to make demands.

The demands made by the employees of the organization (a separate unit of the organization) and (or) their representatives are confirmed at the appropriate general meeting (conference) of employees, expressed in written form and authorized by them to resolve (regulate) the collective labor dispute of employees. sent by representatives to the employer.

The employer is obliged to provide the employees or representatives of the employees with the necessary room for holding a general meeting (conference) regarding the setting of demands and has no right to prevent it from being held.

The requirements of the trade unions and their associations are set by their election set by collegial bodies and sent to the parties of social partnership.

[The second](#) of this article and [fourth parts](#) the specified requirements can be sent to the relevant state body for the resolution (regulation) of collective labor disputes, including in the form of an electronic document. In this case, the state body for the resolution (regulation) of collective labor disputes must check whether the demands have been received by the other party to the collective labor dispute.

Article 572. Consideration of the requirements of employees and their representatives

Employers are obliged to accept for consideration the requests of employees sent to them.

About the decision made by the employer to the trade union committee of the employees shall notify in writing within three working days from the date of receipt of the requirements.

The representatives of employers (employers' associations) consider the demands sent to them by the trade unions, their associations, if there are no trade unions at the appropriate level, and other associations of employees, and the decision is taken from the date of receipt of the demands indicated to them. must report within one month.

Article 573. Conciliation-mediation procedures

The procedure for resolving (regulating) a collective labor dispute consists of the following stages: from consideration of the dispute by the conciliation commission; from consideration of the dispute with the participation of a mediator; from handling the dispute in labor arbitration.

Neither of the parties to the collective labor dispute shall participate in the conciliation procedure has no right to refuse.

The representatives of the parties to the collective labor dispute, the conciliation commission, the mediator, the labor arbitration, the state body for the regulation of collective labor disputes must use all the opportunities provided by the law to resolve the collective labor dispute that has arisen.

Conciliation-mediation procedures shall be conducted within the terms stipulated in this paragraph.

If necessary, the periods provided for conciliation-mediation procedures may be extended by agreement of the parties to the collective labor dispute.

The decision to extend the term is formalized with the minutes of the conciliation commission meeting.

Article 574. Settlement (adjustment) of a collective labor dispute by the conciliation commission

In the event of a collective labor dispute at the primary level of social partnership, within two working days from the day the collective labor dispute started, and in the case of a collective labor dispute at other levels of social partnership, up to three working days from the day the collective labor dispute started. A reconciliation commission will be established within the term.

When resolving a collective labor dispute at the primary level of social partnership, the decision to establish a conciliation commission is formalized by the appropriate order (order) of the employer and the decision of the trade union committee.

When resolving collective labor disputes at other levels of social partnership, decisions on the establishment of conciliation commissions are formalized by appropriate documents (orders, decrees, decisions) of representatives of employers and employees at the appropriate level.

The conciliation commission is made up of representatives of the parties to the collective labor dispute on an equal basis is formed.

The employer (representative of employers) creates the necessary conditions for the work of the conciliation commission.

A collective labor dispute at the primary level of social partnership is considered by the conciliation commission within five working days, and a collective labor dispute at other levels of social partnership is considered by the conciliation commission within a period of ten working days from the date of receipt of the relevant documents on the establishment of the conciliation commission. should be released.

The decision of the conciliation commission is adopted on the basis of the agreement of the parties to the collective labor dispute, formalized with a protocol, which is binding for the parties to the dispute and is executed in the manner and within the time limits specified in the decision of the conciliation commission.

If no agreement is reached in the conciliation commission, the parties to the collective labor dispute draw up a statement of disagreements and enter into negotiations on the consideration of the collective labor dispute with the participation of a mediator.

If the parties to the collective labor dispute do not enter into negotiations within three working days after the statement of disagreements is drawn up, the issue of consideration of the collective dispute with the participation of a mediator shall be removed due to the parties' failure to reach an agreement. In this case, the parties will proceed to negotiations on submitting the dispute to labor arbitration.

Article 575. Settlement of a collective labor dispute with the participation of a mediator (arrangement)

The parties to the collective labor dispute must hold negotiations on the resolution (regulation) of the collective labor dispute with the participation of a mediator no later than the next working day after the conciliation commission draws up the statement of disagreements. If the parties to a collective labor dispute do not reach an agreement, a statement is drawn up stating that the parties or one of the parties has rejected this conciliation procedure, and the parties enter into negotiations on the resolution (settlement) of the collective labor dispute in labor arbitration.

If the parties to the collective labor dispute agree to resolve (regulate) the collective labor dispute with the participation of a mediator, an appropriate agreement is drawn up, after which the parties to the collective labor dispute must agree on the candidate of the mediator within a period not exceeding two working days. In necessary cases, the parties to a collective labor dispute may apply to the relevant state body for collective labor dispute resolution (regulation) with a request to recommend a candidate for mediator. If during this period the parties to the collective labor dispute have not reached an agreement regarding the mediator candidate, then they will enter into negotiations on the settlement (regulation) of the collective labor dispute in labor arbitration.

The procedure for resolving (regulating) a collective labor dispute with the participation of a mediator is determined by agreement of the parties to a collective labor dispute in accordance with the law.

The mediator shall obtain from the parties to the collective labor dispute the necessary documents related to this dispute and has the right to request and receive information.

The settlement (arrangement) of a collective labor dispute with the participation of a mediator is carried out within five working days at the primary level of social partnership, and at other levels of social partnership within ten working days from the date of selection of the mediator, and the decision agreed upon by the parties to the collective labor dispute it ends with a written acceptance or a statement of disagreements.

Article 576. Settlement of collective labor disputes in labor arbitration (regulation)

Labor arbitration is a collective labor dispute resolution (regulation) body.

Temporary labor arbitration is established by the parties to the collective labor dispute together with the relevant state body for the settlement (regulation) of collective labor disputes to resolve (regulate) this collective labor dispute.

According to the decision of the tripartite commission on relevant social and labor issues, the establishment of labor arbitration, which operates on a permanent basis, in order to resolve (regulate) collective labor disputes submitted to it for resolution (regulation) based on the agreement of the parties. possible

After the settlement (arrangement) of a collective labor dispute with the participation of a mediator is completed, no later than the working day following the date of the conclusion of the statement of disagreements, or after the end of the period during which the parties to the collective labor dispute must reach an agreement regarding the candidate for the mediator, or the parties or one of the parties to resolve the collective labor dispute with the participation of a mediator (after formalizing the statement of refusal, the parties to the collective labor dispute must conduct negotiations on the resolution (regulation) of the collective labor dispute in labor arbitration.

If the parties to the collective labor dispute agree to resolve (regulate) the collective labor dispute in labor arbitration, they shall draw up an appropriate agreement containing the condition that they must comply with the decisions of the labor arbitration. After that, the parties to the collective labor dispute have up to two working days to resolve (regulate) the collective labor dispute at the primary level of social partnership, and up to four working days to resolve (regulate) the collective labor dispute at other levels of social partnership. In the term of , together with the relevant state body for the settlement (regulation) of the collective labor dispute, to establish a temporary labor arbitration for the settlement (regulation) of this collective labor dispute or it was established under the tripartite commission on relevant social and labor issues. must be submitted to permanent labor arbitration for settlement (adjustment).

The composition and regulation of temporary labor arbitration is determined by the decision of the employer (employer's representative), employee representative and the state body for collective labor dispute settlement (regulation). The procedure for forming the composition of the labor arbitration for the resolution (regulation) of collective labor disputes in permanent labor arbitration and its regulations are approved by the tripartite commission on relevant social and labor issues. is determined by the regulation on The Ministry of Employment and Labor Relations of the Republic of Uzbekistan, taking into account the opinions of the republican tripartite commission on social and labor issues, may approve the model regulation of labor arbitration operating on a permanent basis.

A collective labor dispute is resolved (adjusted) at the primary level of social partnership with the participation of representatives of the parties to this dispute within a period of up to five working days, and when a collective labor dispute is resolved at other levels of social partnership, a temporary labor arbitration is established or a collective labor dispute is operated on a permanent basis. shall be resolved (arranged) in labor arbitration within ten working days from the date of submission to the labor arbitration.

Labor Arbitration:

considers the appeals of the parties to the collective labor dispute;
receives the necessary documents and information related to the collective labor dispute;
in necessary cases, informs state administration bodies, local state authorities and citizens' self-government bodies about possible social, economic and other consequences of a collective labor dispute;

makes a decision according to the nature of the collective labor dispute.

The labor arbitrator may exercise other powers under the law.

The decision of the labor arbitration on the settlement (regulation) of the collective labor dispute shall be delivered to the parties of this dispute in written form no later than the next business day after the decision was made.

Article 577. State bodies for the regulation of collective labor disputes

The Ministry of Employment and Labor Relations of the Republic of Uzbekistan, the Ministry of Employment and Labor Relations of the Republic of Karakalpakstan, and the main employment departments of the regions and the city of Tashkent are state bodies for the regulation of collective labor disputes.

The employer notifies the state body for the regulation of collective labor disputes in writing or electronically about the occurrence of a dispute in the organization no later than the next working day after the start of the collective labor dispute.

Ministry of Employment and Labor Relations of the Republic of Uzbekistan:

keeps track of collective labor disputes arising at the branch and republic level of social partnership;

helps to settle collective labor disputes;

maintains a database on registration of labor arbitrators;

organizes the training of labor arbitrators;

approves the recommendations on the organization of cases for consideration of collective labor disputes in labor arbitration.

Ministry of Employment and Labor Relations of the Republic of Karakalpakstan and regions and main employment offices of Tashkent city:

keeps track of collective labor disputes arising at the primary and regional level of social partnership;

help to settle collective labor disputes.

Within the framework of their powers, state bodies for the regulation of collective labor disputes:

if necessary, checks the powers of the representatives of the parties to the collective labor dispute;

identifies, analyzes the causes of collective labor disputes and summarizes, prepares proposals for their elimination;

provides methodical assistance to the parties of the collective labor dispute at all stages of its consideration and regulation.

State bodies for the regulation of collective labor disputes shall cooperate with representatives of employees and employers during the organization of work on the regulation of collective labor disputes.

Article 578. Participant in collective labor dispute resolution (arrangement). guarantees for individuals

The members of the conciliation commission, labor arbitrators, while participating in the settlement (arrangement) of a collective labor dispute, will be released from their main job, while maintaining the average salary for the time of settlement (arrangement) of the dispute.

Representatives of employees and their unions participating in the settlement (regulation) of collective labor disputes cannot be subject to disciplinary punishment or transferred to another job during the settlement (regulation) of collective labor disputes, the labor contract concluded with them requires the prior consent of the body that authorized their representation. cannot be canceled at the initiative of the employer.

Article 579. Refusal to participate in conciliation procedures

If one of the parties to the collective labor dispute refuses to form a conciliation commission or to participate in its work, the other party to the collective labor dispute shall, no later than the next working day (shift), negotiate a settlement (arrangement) of the collective labor dispute with the participation of a mediator. has the right to demand transfer.

If one of the parties to a collective labor dispute refuses to negotiate a collective labor dispute resolution (arrangement) with the participation of a mediator, the other party to a collective labor dispute shall resolve the collective labor dispute in labor arbitration (arrangement) no later than the next working day (shift). has the right to demand negotiations on

The employer (representative of the employer) is obliged to establish a temporary labor arbitration, to transfer to a labor arbitration operating on a permanent basis for the resolution (settlement) of a collective labor dispute, or to participate in the resolution (settlement) of a collective labor dispute in labor arbitration. in case of evasion, it is considered that the conciliation procedures did not lead to the resolution (regulation) of the collective labor dispute.

Article 580. Labor in the process of solving (regulating) a collective labor dispute agreements reached by the parties to the dispute and control over their implementation

Agreements reached by the parties to a collective labor dispute in the process of dispute resolution (arrangement) are formalized in written form and have binding force for the parties to a collective labor dispute. Control over their implementation is carried out by the parties to the collective labor dispute, as well as by state bodies for the regulation of labor disputes.

Article 581. Court consideration of collective labor disputes of a claim nature

Collective labor disputes regarding the application of legislation, collective agreements and collective agreements, internal documents adopted by the employer in agreement with the trade union committee must be considered by the court.

In the first part of this article during the consideration of the specified collective labor disputes in courts and the execution of court decisions, the relevant rules and terms specified in this Code for individual labor disputes shall be applied.

(National database of legislative information, 29.10.2022, No. 02/22/798/0972; 12.04.2023, No. 03/23/829/0208)