**LABOR CODE OF THE REPUBLIC OF UZBEKISTAN**

**30.04.2023**

**CONTINUATION**

**SECTION IV. INDIVIDUAL LABOR RELATIONS**

**CHAPTER 12. EMPLOYMENT CONTRACT**

**§ 1. General Provisions**

Article 103. Concept and parties to an employment contract

An employment contract is an agreement between an employee and an employer, establishing the mutual rights and obligations of the parties, according to which the employee undertakes to personally perform the labor function determined by this agreement in the interests, under the management and control of the employer, to comply with internal labor regulations, and the employer undertakes to provide the employee with work according to stipulated labor function, pay the employee wages in a timely manner and in full, ensure working conditions provided for by labor legislation, other legal acts on labor and this agreement.

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

Article 104. Contents of the employment contract

The following conditions are mandatory for inclusion in an employment contract:

place of work - the employer (organization, its separate division or individual), for whom the employee will carry out labor activities according to the labor function stipulated in the contract, as well as the area in which the employee must work;

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

work start date - the calendar date when the employee must begin performing the work stipulated by the employment contract;

terms of remuneration (including the size of the employee’s tariff rate or salary, additional payments, allowances and incentive payments);

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

the working time and rest time regime if for a given employee it differs from the general working time and rest time regime provided for employees working for a given employer;

guarantees and compensation for work under conditions different from normal, if the employee is hired for this job indicating the characteristics of working conditions at the workplace;

conditions that determine, in necessary cases, the nature of the work (mobile, traveling, on the road, other nature of work);

other conditions in cases provided for by labor legislation and other legal acts on labor.

If, when concluding an employment contract, it did not include any conditions from those provided for in part one of this article, then this is not a basis for recognizing the employment contract as not concluded or for its termination. The employment contract must be supplemented with additional conditions. In this case, additional conditions are determined by an additional agreement to the employment contract, concluded in writing, which is an integral part of the employment contract.

The employment contract may provide for additional conditions that do not worsen the employee’s position in comparison with established labor legislation and other legal acts on labor, in particular:

on clarification of the place of work (indicating the structural unit and its location) and (or) the workplace;

on preliminary testing for employment;

on combining professions (positions);

on non-disclosure of state secrets and other secrets protected by law;

on the employee’s obligation to work after training for no less than the period established by the contract, if the training was carried out at the expense of the employer;

on the types and conditions of additional employee insurance;

on social and living conditions provided to the employee and his family members;

on clarifying, in relation to the employee’s working conditions, the rights and obligations of the employee and the employer established by labor legislation and other legal acts on labor.

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

Article 105. Invalidity of the terms of an employment contract

Should not be included in the content of the employment contract, and if they were included, then the following conditions are invalid:

worsening the position of the employee in comparison with labor legislation and other legal acts on labor;

violating the requirements for the prohibition of discrimination in the field of labor and occupation;

violating the requirements for the prohibition of forced labor;

obliging the employee to commit illegal actions or actions that violate rights, create a threat to life and health, discredit the honor, dignity or business reputation of both the employee and other persons.

The invalidity of individual terms of an employment contract does not entail the invalidity of the employment contract as a whole.

Article 106. Form of employment contract

An employment contract is concluded in writing in at least two copies of equal force, each of which is signed by the parties.

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

If the employer has a seal, the signature of the official on all copies of the employment contract is certified by the seal.

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

The employment contract shall indicate its details provided for in Article 107 of this Code.

In order to provide practical assistance to employers and employees in concluding employment contracts, the Cabinet of Ministers of the Republic of Uzbekistan, in agreement with the Republican Tripartite Commission on Social and Labor Issues, is developing sample forms of employment contracts that are advisory in nature.

Article 107. Details of the employment contract

The employment contract specifies the date and place of conclusion of the employment contract, the number of the employment contract and the details of its parties.

The employee’s details, which are indicated in the employment contract, are:

Full Name;

information about identity documents;

address of place of residence or stay and contact details;

taxpayer identification number;

personal identification number of physical person (if available);

individual savings pension account number.

The employer's details, which are indicated in the employment contract, are:

name of the employer, who entered into the employment contract: name of the organization, and if the employer is a separate division of the organization - the name of this division, in cases where the employer is an individual - last name, first name, patronymic and passport data (ID card data) of the employer - physical person, and for the employer - individual entrepreneur - his last name, first name, patronymic, passport data (ID card data), as well as the number and date of issue of the state registration certificate;

information about the employer’s representative who signed the employment contract, and the basis on which he is vested with the appropriate powers, if the employer is an organization or its separate division;

location (postal address) of the employer - an organization or a separate division of the organization in cases where this division is an employer who has entered into an employment contract with the employee, or the address of the place of residence or stay of the employer -physical person;

taxpayer identification number (with the exception of employers - physical persons who are not individual entrepreneurs);

bank details for employers - organizations or their separate divisions, as well as individual entrepreneurs;

contact information (telephone numbers, email address, etc.) of the employer.

If, when concluding an employment contract, any details from those provided for in parts one, two and three of this article were not included in it, then this is not a basis for recognizing the employment contract as not concluded or its termination. The employment contract must be supplemented with the missing details. In this case, the missing details are determined by an additional agreement to the employment contract, concluded in writing, which is an integral part of the employment contract.

If the details are changed, the party to the employment contract must notify the other party in writing within three working days from the date of their change.

Article 108. Entry into force of the employment contract and start date of work

The employment contract comes into force from the day it is signed by the employee and the employer.

The employee is obliged to begin performing his job duties from the date specified in the employment contract.

If the employment contract does not specify the start date of work, the employee must begin work on the next working day after the contract enters into force.

Article 109. Registration of an employment contract

The conclusion and termination of an employment contract, as well as the introduction of amendments and additions to it, are subject to mandatory registration in the interdepartmental hardware and software complex “Unified National Labor System” in the manner prescribed by law.

Article 110. Duration of the employment contract

An employment contract can be concluded for:

indefinite term;

a certain period of not more than three years (fixed-term employment contract).

If the employment contract does not specify the duration of its validity, the contract is considered to be concluded for an indefinite period.

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

The conclusion of a fixed-term employment contract with an employee is justified if it is concluded taking into account the provisions of Article 112 or 113 of this Code.

In accordance with Article 112 of this Code, a fixed-term employment contract is concluded when individual labor relations cannot be established for an indefinite period, taking into account the nature of the work to be performed or the conditions for its implementation.

In the cases provided for in Article 113 of this Code, a fixed-term employment contract may be concluded by agreement of the parties to the employment contract without taking into account the nature of the work to be performed and the conditions for its implementation.

An employment contract concluded for a specific period in the absence of sufficient grounds provided for in Article 112 or 113 of this Code is considered concluded for an indefinite period.

If the circumstances that served as the reason for concluding a fixed-term contract no longer exist, and also if the event that is associated with the expiration of the employment contract exceeds three years, then the contract is considered extended for an indefinite period.

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

Upon expiration of the term of a fixed-term employment contract, if there are grounds provided for in Article 112 or 113 of this Code, the parties have the right to extend its validity. In this case, the total term of a fixed-term employment contract cannot exceed five years, unless otherwise provided by law. If the total term of a fixed-term employment contract before and after its extension exceeds five years, then the employment contract is recognized as concluded for an indefinite period, except for cases provided for by law.

It is prohibited to conclude fixed-term employment contracts in order to evade the provision of rights and guarantees provided for employees with whom an employment contract is concluded for an indefinite period.

When considering individual labor disputes, the burden of proving the validity of concluding a fixed-term employment contract rests with the employer.

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

A fixed-term employment contract is concluded:

for the duration of the performance of the duties of an absent employee, whose place of work is retained in accordance with labor legislation and other legal acts on labor, an employment contract;

for the duration of temporary (up to two months) work;

to perform seasonal work, when, due to natural conditions, work can only be carried out during a certain period (season);

to carry out work that goes beyond the normal activities of the employer (reconstruction, installation, commissioning and other work), as well as work related to a deliberately temporary (up to one year) expansion of production or an increase in the volume of work (products, services);

with persons entering work in organizations created for a predetermined period in accordance with the constituent documents;

with persons hired to perform deliberately defined work of an urgent nature, in cases where its completion cannot be determined by a specific date;

to perform work directly related to the contract of industrial training, paid practical training or internship;

with persons sent by labor authorities to temporary work or paid public works;

with citizens sent to perform alternative service;

with foreign citizens and stateless persons who legally entered the Republic of Uzbekistan to carry out work activities on its territory.

A fixed-term employment contract is also concluded in other cases in accordance with this Code or other law.

Article 113. Cases when a fixed-term employment contract can be concluded with an employee

By agreement between the employee and the employer, a fixed-term employment contract may be concluded:

with persons entering work for employers - micro-firms or individual entrepreneurs;

with persons who come to work for employers - physical persons, for the purpose of their personal service and assistance in housekeeping (domestic workers);

with persons entering work in organizations located in desert, high-mountain, sparsely populated areas, if this is associated with relocation to the place of work. The list of such districts is determined by the Cabinet of Ministers of the Republic of Uzbekistan in agreement with the Republican Tripartite Commission on Social and Labor Issues;

to carry out urgent work to prevent disasters, accidents, accidents, epidemics, epizootics, as well as to eliminate the consequences of these and other emergency circumstances;

with creative workers of cultural and entertainment organizations, television, radio broadcasting and other media organizations, professional athletes, as well as other persons involved in the creation and (or) performance (exhibition) of works, in accordance with the lists of works, professions, positions approved The Cabinet of Ministers of the Republic of Uzbekistan in agreement with the Republican Tripartite Commission on Social and Labor Issues;

with managers, deputy managers, chief accountants of organizations and heads of separate divisions of the organization, regardless of their organizational and legal forms and forms of ownership, unless otherwise provided by law;

with persons receiving full-time education;

with persons applying for part-time work.

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

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

In a fixed-term employment contract, its duration can be determined by:

indicating the total duration of the employment contract in days, months, years;

indicating the calendar date for the start of work under the employment contract and the calendar date for the end of the employment contract;

determining the event upon the occurrence of which the term of the employment contract expires (commissioning of a facility, the return to work of a temporarily absent employee, during whose replacement a fixed-term employment contract was concluded with another employee, and others).

Article 115. Prohibition to demand performance of work not stipulated by the employment contract

The employer does not have the right to demand from the employee:

performing work not stipulated by an employment contract, unless otherwise established by this Code and other law;

committing actions that are illegal, violate rights, endanger life and health, and discredit the honor, dignity and business reputation of an employee or other persons.

Article 116. Combination of professions (positions), expansion of the service area, increase in the volume of work, performance of the duties of a temporarily absent employee without release from work specified in the employment contract

With the consent of the employee, he may be assigned to perform for the same employer during the established duration of the working day (shift), along with the main work stipulated by the employment contract, additional work in the same profession (position) as the main work or in another profession (positions), for additional payment.

Additional work assigned to an employee can be performed through:

combining professions (positions) in cases where an employee performs additional work in a profession (position) different from the main one stipulated in the employment contract;

expanding service areas or increasing the volume of work in cases where an employee performs additional work in the same profession (position) as the main job;

performing the duties of a temporarily absent employee without release from work specified in the employment contract, in the same profession (position) as the main job or in another profession (position).

The period during which the employee will perform additional work provided for in part two of this article, its content and volume are established by agreement between the employer and the employee. By agreement of the parties to the employment contract, additional work may be performed by the employee for a definite or indefinite period. The assignment of an employee to perform the duties of a temporarily absent employee without release from the main job determined by the employment contract is limited to the period of replacement of the absent employee.

An agreement on the employee to perform additional work, provided for in part two of this article, can be reached by the parties to the employment contract when hiring the employee or during the employee’s labor activity with the same employer. If an agreement on the employee to perform additional work on a permanent basis, provided for in paragraphs two and three of part two of this article, is reached by the parties to the employment contract when hiring the employee, it is stipulated in the employment contract as its additional condition. If the parties have agreed that the employee perform additional work on an ongoing basis, as provided for in paragraphs two and three of part two of this article, while the employee is working for a given employer, then such an agreement is drawn up in the form of an additional agreement to the employment contract.

The employee’s consent to perform additional work for a period determined by agreement with the employer does not require amendments to the employment contract and is formalized by order of the employer. The employee must be familiar with the text of the order and, if he agrees, sign it.

The assignment of the duties of a temporarily absent employee without release from the main job to his full-time deputy, whose job responsibilities in accordance with labor legislation, an employment contract, or job description include the performance of the duties of a temporarily absent employee, is formalized by order of the employer and does not require obtaining any additional consent from an employee, who is assigned to perform temporary duties and is not paid additionally.

The employee has the right to refuse to perform additional work ahead of schedule, and the employer has the right to cancel the order to perform it ahead of schedule, notifying the other party in writing no later than three working days in advance. This rule does not apply to the case provided for in part six of this article.

Article 117. Issuance of documents related to work and their copies

Upon a written application from the employee, the employer is obliged, no later than three working days from the date of filing the application, to issue the employee with work-related documents (copies of orders for employment, transfers to another job, extracts from the work book or from the electronic work book, salary certificates, about taxes and fees accrued and actually paid by the employee, about the period of work with a given employer, and others).

The issuance to an employee of a workbook or an extract from an electronic workbook upon termination of an employment contract, as well as the issuance to the employee of a copy of the order to terminate the employment contract, are carried out in the manner and within the time limits established by Article 171 of this Code.

Copies of documents related to the work must be certified by the signature of the head of the organization or other authorized person, as well as a seal (if any). Documents related to work and their copies are provided to the employee free of charge.

**§ 2. Conclusion of an employment contract**

Article 118. Age at which employment is permitted

Employment is permitted with the acquisition of legal capacity and legal capacity by persons in accordance with Article 20 of this Code from the age of sixteen.

To prepare young people for work, it is allowed to employ students of general secondary, secondary special, vocational educational organizations, vocational schools, colleges and technical schools to perform light work that does not harm their health and moral development. So upon reaching the age of fifteen years with the written consent of one of the parents (person acting in loco parentis) does not interfere with the learning process, in their free time from school too.

In cultural and entertainment organizations, television, radio broadcasting and other media organizations, as well as with professional athletes, 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 causing harm to health and moral development with the consent of both parents (person acting in loco parentis) and permission of the guardianship and trusteeship authority. Lists of jobs, professions, positions for which persons at a specified age can be hired are approved by the Cabinet of Ministers of the Republic of Uzbekistan in agreement with the Republican Tripartite Commission on Social and Labor Issues. In this case, the employment contract is signed on behalf of the employee by his parents (a person in loco parentis). The permit from the guardianship and trusteeship authority specifies the maximum permissible duration of daily work and other conditions under which the work may be performed.

The hiring and employment of persons under the age of eighteen are carried out in compliance with the requirements provided for in Articles 411 - 422 of this Code.

Article 119. Inadmissibility of illegal refusal to hire

Unlawful refusal of employment is not permitted.

It is illegal to refuse to hire:

violating the requirements for the prohibition of discrimination in the field of labor and occupation;

persons invited by the employer to work;

persons with whom the employer, in accordance with the law, is obliged to conclude an employment contract (persons sent to work for the established minimum number of jobs, persons with whom the employer terminated the employment contract on certain grounds, in the event of their rehiring, and others);

for reasons related to pregnancy or having children;

persons due to their criminal record, including expunged and expunged, except for cases provided for by law, or due to the criminal record of their close relatives, including expunged;

in other cases provided for by law.

In the event of a refusal to hire, the employer, at the request of the person who is refused to hire, is obliged, within three days, to provide a written justification for the reasons for the refusal to hire, signed by the official who has the right to hire. Refusal to issue a written justification is not an obstacle to appealing an illegal refusal to hire.

Article 120. Legal consequences of illegal refusal to hire

A person who believes that he illegally has been denied a job may appeal in the prescribed manner against the fact of the illegal refusal, including applying to the court for the provision of the appropriate job, compensation for material damage caused to him and compensation for moral damage caused.

When considering disputes, the burden of proving the legality of a refusal to hire rests with the employer.

Article 121. Restriction on joint service of relatives in a state organization

Joint service in the same state organization of persons who are closely related or related to each other (parents, brothers, sisters, sons, daughters, spouses, as well as parents, brothers, sisters and children of spouses) is prohibited if their joint service is related with direct subordination or control of one of them to the other. Exceptions to this rule may be established by the Cabinet of Ministers of the Republic of Uzbekistan.

Article 122. Stages of hiring

Hiring includes the following stages:

introductory procedure for hiring;

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

publication by the employer of an order to hire an employee and entering information about hiring into the employee’s work book and the interdepartmental hardware and software complex “Unified National Labor System”.

Article 123. Introductory procedure for hiring

When applying for a job, the employer (before signing the employment contract) must first familiarize the person applying for work with:

the content of the work for which this person is hired;

working conditions in which the work stipulated by the employment contract will be performed;

internal labor regulations, collective agreement, and other local acts directly related to his work activities.

In order to select an employee who is professional and business qualities meet the qualification requirements, if necessary to perform the relevant work (occupy the relevant position), the employer has the right:

conduct interviews with people applying for jobs;

provide for a competitive hiring procedure based on regulations approved by the employer in agreement with the trade union committee, or if competitive selection and its procedure are determined by law. To provide practical assistance to employers, the Ministry of Employment and Labor Relations of the Republic of Uzbekistan, in agreement with the Republican Tripartite Commission on Social and Labor Issues, approves the Model Regulations on holding a competition for hiring. In cases where the legislation establishes a competitive procedure for hiring certain categories of workers, holding a competition is mandatory.

When hiring a person, the person applying for work must first (before signing the employment contract):

provide the employer with the documents required when hiring, listed in part one of Article 124 of this Code;

participate in an interview conducted by the employer;

participate in a competition held during recruitment.

The employer notifies the person applying for the relevant job (position) about the date of the competition at least one week in advance.

Article 124. Documents required when hiring

When applying for a job, the person applying for work presents the following documents:

a passport or a document replacing it or an identification ID card, and for persons under the age of sixteen years - a birth certificate or an identification ID card;

a work book in paper form or an extract from an electronic work book, certified at the last place of work, with the exception of persons entering work for the first time. Persons applying for part-time work, instead of a workbook, present a certificate of the established form from their main place of work;

military ID or registration certificate, respectively, for those liable for military service or conscripts;

a diploma of completion of a higher or secondary special, professional educational organization, a certificate (certificate) for the right to perform this work, or another relevant document when applying for a job, which can only be performed by persons with special education or special training;

taxpayer identification number;

personal identification number of physical person (if available);

savings pension book, with the exception of persons entering work for the first time.

The employer is obliged:

issue a work book for persons who have worked for more than five days, who have entered work for the first time, and for persons who previously worked, for whom the law does not provide for the maintenance of work books;

take measures to register workers who were not previously registered with the funded pension system.

When applying for a job, it is prohibited to require from a person applying for a job documents that are not provided for by this Code, as well as other acts of legislation.

Article 125. Work record book

A workbook in paper or electronic form, duly certified, is the main document confirming the employee’s work experience and containing verified information about his work activity.

A workbook in electronic form is generated in the interdepartmental hardware and software complex “Unified National Labor System” automatically when registering an employment contract, concluding it, making changes and additions to it, as well as its termination.

Information about work activity is information about the employee’s work activity and length of service, including information about hiring, work performed, transfers to another job and termination of the employment contract.

An employer (with the exception of individual employers) is required to maintain workbooks for all employees who have worked in the organization for more than five days.

The employer is obliged to enter information about hiring, permanent transfer to another job and termination of the employment contract in the workbook and the interdepartmental hardware and software complex “Unified National Labor System”. Upon a written application from the employee, the employer at the main place of work makes entries in the workbook about periods of part-time work, temporary transfers to another job and temporality to another employer. The grounds (reasons) for termination of the employment contract are not recorded in the workbook.

The procedure for generating an electronic work record book and verifying information about an employee’s work activity is established by law.

An employee has the right to obtain information about work activities:

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

at the labor authority - on paper, duly certified, or in the form of an electronic document signed with an electronic digital signature of an authorized person.

The employer is obliged to provide the employee with information about work activity during the period of work for the employer in the manner specified in the employee’s application (on paper, duly certified, or in the form of an electronic document signed with the employer’s electronic digital signature), submitted in writing or sent to the email address employer email:

during the work 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 its termination.

Article 126. Reaching an agreement by the parties on the terms of the employment contract and signing it

An employment contract is considered concluded if the parties have reached an agreement on all its mandatory and additional terms and conditions and signed the employment contract. The form of the employment contract, as well as the date of its entry into force and the date of commencement of work are determined in accordance with Articles 106 and 108 of this Code.

Article 127. Issuance by the employer of an order to hire an employee and entering information about hiring into the employee’s work book and the interdepartmental hardware and software complex “Unified National Labor System”

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

Hiring of the head of an organization is carried out directly by the owner of the organization or an authorized body in accordance with the constituent documents.

The head of the organization concludes employment contracts with employees within the powers granted to him by the owner of the organization or the constituent documents.

The content of the employer's order for employment must comply with the terms of the employment contract concluded with the employee. The order is announced to the employee against signature within three days from the date of actual start of work. At the request of the employee, the employer is obliged to provide him with a duly certified copy of the said order.

Based on the hiring order, the employer makes a hiring entry in the employee’s workbook, which the employee must be familiarized within three days. Based on the order, the employer also enters employment data into the interdepartmental hardware and software complex “Unified National Labor System”.

Article 128. Actual admission of an employee to work

The actual admission of an employee to work by an official with the right to hire, or with his knowledge, is considered the conclusion of an employment contract from the date of commencement of work, regardless of whether the hire was properly formalized.

The actual admission of an employee to work, as provided for in part one of this article, does not relieve the employer of the obligation properly to formalize the employee’s hiring.

Upon actual admission to work, the employer is obliged, within three days from the date of commencement of work, to formalize an individual labor relationship with the employee by concluding an employment contract and issuing an order to hire the employee.

If physical person actually was admitted an employee to work, not authorized by the employer, and the employer or his authorized representative refuses to recognize the relationship that arose between the persons actually admitted to work. Moreover, this employer as an individual labor relationship (conclude with the person actually admitted to work, an employment contract, issue an order for employment). Then the employer in whose interests the work was performed is obliged to pay such an individual for the time actually worked (work performed) based on the tariff rate (salary) established for performing work of the corresponding complexity (qualifications).

Article 129. Preliminary test for employment

An employment contract may be concluded with a preliminary test for the purpose of:

checking the employee’s suitability for the assigned work;

the employee makes a decision on the advisability of continuing work under the employment contract.

Passing the preliminary test must be specified in the employment contract. In the absence of such a clause, it is considered that the employee was hired without a preliminary test.

Preliminary testing is not established when hiring:

a pregnant woman, a woman with a child under three years of age, or a father (guardian) raising a child under three years of age alone;

persons from among socially vulnerable categories of the population sent for employment in reserved jobs;

graduates of higher educational organizations who studied on the basis of state grants and enter work in the acquired specialty within three months from the date of graduation from the higher educational organization;

graduates of general secondary, secondary special, vocational and higher educational organizations who find employment independently in their acquired specialty upon entering work for the first time within one year from the date of graduation from the relevant educational organization;

employees with whom an employment contract is concluded for a period of up to six months;

persons under the age of eighteen;

persons with whom the employer previously terminated the employment contract on certain grounds, in the event of their rehiring;

students who were trained by the employer under an industrial training agreement;

other employees, if this is provided for by collective agreements, as well as the collective agreement and local regulations of the employer.

A preliminary test can only be established when an employee is hired. It is not allowed to establish a preliminary test when transferring an employee to another job or seconding an employee to another employer.

Article 130. Period of preliminary testing

The period of preliminary testing cannot exceed three months, and for heads of organizations, their deputies, chief accountants and heads of separate divisions of organizations - six months.

The period of temporary disability and other periods when the employee was actually absent from work are not included in the period of preliminary testing.

Article 131. Extension of labor legislation to an employee during the preliminary test period

During the preliminary test period, the employee is fully subject to labor legislation and other legal acts on labor.

The period of preliminary testing is included in the length of service, including the length of service giving the right to annual leave.

Article 132. Result of preliminary test

Before the expiration of the preliminary test period, each party has the right to terminate the employment contract by notifying the other party in writing no later than three days in advance.

The employer has the right, on his own initiative; to terminate the employment contract with an employee during the preliminary test if the test result is unsatisfactory, indicating the reasons that served as the basis for recognizing this employee as having failed the test.

The basis for termination of an employment contract during the preliminary test period at the initiative of the employee is a written statement from the employee, which must reflect his real desire to terminate the employment relationship. In this case, the reasons that prompted the employee to decide to terminate the employment contract do not matter.

Reduction of the notice period for termination of an employment contract provided for in part one of this article is permitted only by agreement of the parties.

In the event of termination of the employment contract during the preliminary test period on the initiative of the employee, he has the right, within the period of notice of termination of the employment contract provided for in part one of this article or determined by agreement of the parties to the employment contract, to withdraw the submitted application for termination of the employment relationship.

Upon expiration of the warning period established by law or determined by agreement of the parties regarding the termination of the employment contract at the initiative of the employee during the preliminary test period, the employee has the right to leave work. Delay by the employer in terminating the employment contract is not permitted.

If the period of preliminary testing provided for in the employment contract has expired, or if there are less than three days left before its end, and the employee or employer does not agree to shorten the three-day notice period, then the employment contract continues and its subsequent termination is permitted on a general basis.

**§ 3. Changes to the employment contract**

Article 133. Grounds for changing an employment contract

The grounds for changing the employment contract are:

changes in working conditions;

transfer of an employee to another job;

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

temporality of an employee to another employer;

change of the workplace stipulated in the employment contract.

Article 134. Concept of working conditions

Working conditions are understood as a set of social and production factors in which the employee’s labor activity is carried out, in accordance with the employment contract concluded with the employer.

Social factors include wages, working hours, vacations and other conditions.

Production factors include technical, sanitary, hygienic, industrial, household, and other conditions.

Article 135. Procedure for establishing and changing working conditions

Working conditions are established by labor legislation, other legal acts on labor, as well as by agreement of the parties to the employment contract.

Changes in working conditions are made in the same order in which they were established.

Working conditions established by an employment contract, as well as a collective agreement and local acts, cannot be changed at the request of one of the parties to the employment contract, except for the cases provided for in Articles 136 and 137 of this Code.

Article 136. The employee’s right to change working conditions

In cases provided for by labor legislation, other legal acts on labor, as well as an employment contract, an employee has the right to demand from the employer a change in working conditions while continuing to work according to the labor function stipulated in the employment contract.

An employee’s application for a change in working conditions must be considered by the employer no later than three days after its submission.

If the employee’s demands for changes in working conditions are refused, the employer must inform him in writing of the reason for the refusal. Failure to inform the employee of the reasons for the refusal to satisfy his demands is not an obstacle to his appealing the refusal to change working conditions.

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

The employer has the right to change working conditions without the consent of the employee while the employee continues to work according to the labor function stipulated in the employment contract in the event that the previous working conditions cannot be maintained due to changes in technology, organization of production and labor, reduction in the volume of work (products, services).

The employer is obliged to notify the employee in writing, against signature, of the upcoming change in working conditions no later than two months in advance, unless otherwise provided by this Code. Reduction of this period is allowed only by agreement between the employee and the employer.

The employer has the right to replace the employee’s warning period about an upcoming change in working conditions, which exceeds two weeks, with proportionate monetary compensation. In this case, the two-week warning period from the moment the employee is warned can be replaced by monetary compensation only with the consent of the employee.

If, after the expiration of the warning period provided for in parts two and three of this article, the employee refuses to work under new working conditions, the employment contract with him may be terminated due to his refusal to continue working under the new working conditions with payment of severance pay to the employee in accordance with this article 173 and provision of guarantees provided for in Article 100 of this Code.

The employer conducts preliminary consultations regarding changes in working conditions for employees with the trade union committee if the number of employees whose working conditions are changed is equal to or exceeds the number provided for in part two of Article 98 of this Code.

In the event of unfavorable changes in working conditions, the employer is obliged to provide the local labor authority, as well as the territorial or temporality association of trade unions with information about the motives for such changes, if the number of employees whose working conditions worsen is equal to or exceeds the number provided for in part two of Article 98 of this Code.

An employee has the right to appeal a change in working conditions by the employer. When considering an individual labor dispute, the burden of proving the impossibility of maintaining the previous working conditions rests with the employer.

Article 138. Transfer of an employee to another job

Transferring an employee to another job is a change in the employee’s labor function while he continues to work for the same employer.

It is not allowed to transfer an employee to another job if there are contraindications for the employee due to health reasons, confirmed by a medical report.

Article 139. Time limit for transferring an employee to another job

When transferring an employee to another job, a date must be determined when the employee must begin the work for which he was transferred.

Depending on the period for which the employee is transferred to another job, permanent and temporary transfers to another job are distinguished.

If there is a temporary transfer of an employee to another job, the period for such transfer must be determined.

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

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

indicating the calendar date for the start of the work for which the transfer was made and the calendar date for the end of the transfer period;

determining the event upon the occurrence of which the period for transfer to another job expires (the return to work of a temporarily absent employee, etc.).

After the expiration of the temporary transfer of the employee to another job, the employer is obliged to provide the employee with the previous job stipulated by the employment contract.

Article 140. Employee’s consent to transfer to another job

A permanent transfer of an employee to another job is permitted only with his consent.

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

The employer is obliged, before obtaining the employee's consent to transfer to another job, to first familiarize the employee with the content of the job to which the employee is transferred, the working conditions at this job, as well as local acts directly related to the performance of this work.

An employee does not have the right to demand from the employer a transfer to another job, except for the cases provided for in the first part of Articles 142, 143, in the second part of Article 144, in the first part of Articles 364, 394 and 395 of this Code.

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

By agreement of the parties to the employment contract, an employee temporarily may be transferred to another job for a period of up to one year, and in the case where such a transfer is carried out to replace a temporarily absent employee, who, in accordance with the law, retains his place of work - until this employee returns to work. If, at the end of the period for transferring the employee to another job, the previous job is not provided to him, he did not demand its provision and continues to work, then the condition of the agreement on the temporary nature of the transfer loses force and the transfer is considered permanent.

Article 142. Obligatory temporary transfer to another job for the employer at the initiative of the employee

An employee’s request for a temporary transfer to another job is subject to satisfaction by the employer for the following valid reasons:

the presence of a medical certificate, according to which the employee, due to health reasons, needs a temporary transfer to an easier job or one that excludes the impact of adverse production factors;

the presence of a medical certificate, according to which the pregnant woman needs a temporary transfer to an easier job or one that excludes the impact of adverse production factors;

the impossibility of one of the parents (guardian) caring for a child under two years of age to perform the previous job;

in other cases, when this request is due to valid reasons and the employer has such work. The list of valid reasons for a temporary transfer to another job at the initiative of the employee, as well as the procedure for remuneration for such a transfer, can be established in a collective agreement, and if it is not concluded, than it is determined by the employer in agreement with the trade union committee.

Article 143. Permanent transfer to another job due to the employee’s health status

With the consent of an employee who, for health reasons, in accordance with a medical report, needs a permanent transfer to an easier job or one that excludes the impact of adverse production factors, which is not contraindicated for him due to health reasons, the employer, if there is a vacancy, is obliged to transfer him to such a job.

If an employee refuses to be transferred to another job, as provided for in part one of this article, and also if the employer does not have a job that is not contraindicated for the employee for health reasons, the employment contract with the employee may be terminated due to the employee’s refusal to be transferred to another job, not contraindicated for him due to health reasons, or due to the employer’s lack of appropriate work with the payment of severance pay to the employee in accordance with Article 173 and the provision of guarantees provided for in Article 100 of this Code.

Article 144. Mandatory for the employer to transfer an employee to another job upon termination of an employment contract with an employee on certain grounds

If continuation of work according to the labor function established by the employment contract is impossible for objective reasons, the employer is obliged to offer the employee a transfer to another job corresponding to the specialty and qualifications of the employee, and in its absence, another job available to the employer.

The obligation provided for in part one of this article is imposed on the employer upon termination of an employment contract with an employee on the grounds provided for in part two of Article 143, paragraphs 2 and 3 of part two of Article 161, paragraphs 2, 4, 5 and 9 of part one of Article 168, paragraph 1 of part one Article 489 of this Code.

The transfer of an employee to another job in the event of termination of an employment contract with him under paragraph 4 or 5 of part one of Article 168 of this Code is carried out taking into account the requirements of part five or six of Article 168 of this Code, respectively .

If an employee is not suitable for the work performed (position held) due to insufficient qualifications, the employer is obliged to offer the employee a less qualified job corresponding to the employee’s specialty, and in the absence of such work, another job available to the employer.

If, in accordance with a medical report, the employee is contraindicated from performing the work stipulated by the employment contract, the employer must offer the employee a transfer to another job that corresponds to the medical report. In this case, the employee must be offered a job in his existing specialty and qualifications, and if the employer does not have it, he must be offered another job.

If the employer does not have a permanent job to which the employee can be transferred upon termination of the employment contract with him on the grounds provided for in part two of this article, but there is work that can be performed under a fixed-term employment contract, then the employer is obliged to offer the employee a transfer to such work. In this case, the employee is transferred to another job under a fixed-term employment contract.

Termination of an employment contract on the grounds listed in part two of this article is permitted if:

the employee’s refusal to transfer to another job offered by the employer in compliance with the requirements provided for in parts one through five of this article;

the employer has no vacancies or work that is not contraindicated for the employee due to health reasons;

impossibility of transferring an employee to another job due to the employee’s failure to meet the qualification requirements necessary to perform this work.

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

Temporary transfer of an employee to another job not stipulated by an employment contract, at the initiative of the employer, without the consent of the employee, is permitted due to production needs or downtime. In this case, the employee cannot be transferred to a job that is contraindicated for him due to health reasons. Temporary transfer of an employee due to downtime to a job requiring lower qualifications is permitted with the written consent of the employee.

Production necessity is the need to perform urgent, unforeseen work to prevent or eliminate downtime, replace a temporarily absent employee, prevent or eliminate the consequences of industrial accidents and industrial accidents, work carried out in conditions of a state of emergency or an emergency situation or carried out in order to prevent and (or) liquidation of the consequences of a natural, man-made or environmental disaster (fire, flood, earthquake, epidemic, epizootic and others), under other circumstances that threaten the life or normal living conditions of the entire population or part of it.

Downtime is a temporary suspension of work for reasons of an economic, technological, organizational, other production or natural nature.

During the period of temporary transfer of an employee to another job due to production needs or downtime, the employee is paid according to the work performed, but not lower than the previous average salary.

The periods of transfer of an employee to another job due to production needs or downtime cannot exceed sixty calendar days within one calendar year.

The deadlines for transferring an employee to another job due to production needs or downtime, specific amounts of remuneration, as well as individual cases of production necessity are established in the collective agreement, and if it is not concluded, than they are determined by the employer in agreement with the trade union committee.

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

The employer is obliged to notify the employee in writing about the employer's upcoming move to another locality (an area located at a distance from the employee's place of residence, which does not allow the employee to return to his place of residence) no later than two months in advance.

The employer has the right to replace the employee’s warning period about the employer’s upcoming move to another location, which exceeds two weeks, with commensurate monetary compensation.

The employee’s consent to move with the employer to another location is formalized by concluding an additional agreement to the employment contract.

In connection with the relocation of an employee together with the employer to another locality, the employee is provided with compensation payments provided for in Article 289 of this Code.

In the event of a written refusal of the employee to move with the employer to another locality, the employment contract with the employee is terminated due to the employee’s refusal to move with the employer to another locality with payment of severance pay to the employee in accordance with Article 173 and preservation of the average salary in in accordance with part one of Article 100 of this Code.

If an employee who has refused to move with the employer to another location has become familiar with the employer’s offer, but has not agreed to put his refusal in writing, then his refusal is documented in an act indicating the witnesses present.

In the event of a labor dispute, the burden of proving the employee’s refusal to move with the employer to another location rests with the employer.

Article 147. Temporality of an employee to another employer

The temporality of an employee to another employer can only be done with his written consent for a period of no more than one year and is carried out based on a separate fixed-term employment contract concluded with the employer to which the employee is seconded. The validity of the employment contract concluded at the previous place of work is suspended for the period of temporality of the employee. At the end of the temporality period, the employee is given his previous job (position) with the employer who seconded him.

If necessary, the period of temporality of an employee may be extended by agreement between the seconded employee, the employer who seconded the employee, and the employer to which the employee is seconded, but not more than for one year.

The procedure and terms for seconding employees to diplomatic, consular, administrative and technical positions or positions of service personnel in diplomatic missions or consular offices of the Republic of Uzbekistan abroad are established by law.

When an employee is seconded to another employer, his job function may be changed with the employee’s consent.

Payment for labor when an employee is seconded to another employer is made by the employer to whom the employee is seconded. In the event of insolvency of this employer, the obligation to pay for the work performed falls on the employer who seconded the employee, with the right to file a recourse claim against the employer to whom the employee was seconded.

If the conditions of remuneration or rest time at a new place of work differ from those that the employee enjoyed with the employer who seconded him, more favorable conditions are applied to the employee.

The length of service of an employee seconded to another employer is included in the total length of service.

In the event of an accident involving a seconded employee, the organization of the investigation of the work-related accident is entrusted to the employer to whom the employee was seconded.

Article 148. Change of workplace

A workplace is a place directly or indirectly controlled by the employer, where the employee must be or where he must arrive to perform work according to the labor function stipulated by the employment contract.

Changing a workplace not stipulated in the employment contract (moving an employee to another workplace with the same employer, to another non-separate unit located in the same area, or assigning an employee to work on another mechanism or unit), while continuing to work in the previous job function and under the same working conditions, does not require the employee’s consent.

If work at a specific workplace (non-separate unit located in the same area, specific mechanism or unit) was stipulated by an employment contract, then changing the workplace is allowed only with the consent of the employee.

Article 149. Registration of amendments to the employment contract

Changes to the employment contract are formalized by order of the employer.

The basis for issuing orders on the permanent transfer of an employee to another job, on changing working conditions stipulated by the employment contract, changing the workplace stipulated in the employment contract, as well as on changing the location in connection with the employer's move to another location are changes made to the employment contract . Changes to the employment contract are formalized by the employee and the employer signing an additional agreement, concluded in writing and forming an integral part of the employment contract. The additional agreement to the employment contract is concluded in at least two copies. Each copy of the additional agreement is sealed with the signatures of the employee and the official with the right to hire. If the employer has a seal, than the signature of the official on all copies of the seal certify the employment contract. One copy of the supplementary agreement is given to the employee, the other (others) are kept by the employer along with the employment contract. The employee’s receipt of a copy of the additional agreement is confirmed by the employee’s additional signature on a copy of the additional agreement kept by the employer.

Orders on the permanent transfer of an employee to another job, on changing working conditions stipulated by the employment contract, as well as on changing the workplace stipulated in the employment contract, are issued in strict accordance with the content of the changes made to the employment contract, through the conclusion of an additional agreement by its parties and are announced to the employee against signature.

The temporary transfer of an employee to another job is formalized by an order indicating the period of transfer.

The basis for issuing an order to temporarily transfer an employee to another job by agreement of the parties to the employment contract and at the initiative of the employee is a written application from the employee.

The basis for issuing an order on the temporary transfer of an employee to another job for health reasons, on the temporary transfer of a pregnant woman, as well as one of the parents (guardian) caring for a child under two years of age, if they are unable to perform their previous work, is their statement and medical report.

The basis for issuing an order to temporarily transfer an employee to another job at the initiative of the employer is the presence of facts of production necessity or downtime.

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

The basis for issuing an order to second an employee to another employer is a separate fixed-term employment contract concluded between the employee and the employer to which the employee is seconded in agreement with the employer who seconded the employee.

Article 150. Legal consequences of illegal changes to the employment contract

An employee who considers a change in an employment contract to be illegal has the right to appeal the change in the employment contract concluded with him.

In the event of an illegal change in working conditions, the employee’s demands for the restoration of previous working conditions must be satisfied.

If changes in working conditions recognized as illegal have led to a reduction in the employee’s wages, then his claims for compensation for material damage caused to him must be satisfied.

In the event of an illegal transfer of an employee to another job, the employee’s demands for reinstatement in his previous job and for payment to the employee for the time of forced absence caused by the illegal transfer to another job must be satisfied. If an employee performed a job to which he was transferred illegally, but the wages for this job were lower than the wages for the work performed by this employee before the transfer, then payment for forced absence consists of compensating the employee for the difference in remuneration for the former work, which the employee was illegally transferred.

If the employee’s workplace, stipulated in the employment contract, was changed by the employer without the employee’s consent, while maintaining work in the same job function and under the same working conditions, including remuneration, then the employee’s request to be provided with the same workplace must be satisfied.

If, in connection with an illegal change in the employment contract, the employee was caused moral or physical suffering, then the employee’s claims for compensation for moral damage caused to him must be satisfied.

**§ 4. Removal of an employee from work**

Article 151. Cases of dismissal of an employee from work

Suspension from work is the temporary exclusion of an employee from performing work duties, usually without pay.

The employer is obliged to remove the employee from work in the following cases:

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

appears or is at work in a state of alcoholic, narcotic or toxic intoxication;

who has not undergone training and testing of knowledge and skills in the field of labor protection;

has not passed the mandatory medical examination;

when, in accordance with a medical report, contraindications are identified for the employee to perform work stipulated by the employment contract;

refusal to transfer an employee who, in accordance with a medical report, needs a temporary transfer to another job for health reasons for up to four months, or when such an employee cannot be offered the appropriate job due to its absence from the employer;

when an employee fails to use personal and (or) collective protective equipment, when their use is mandatory in accordance with labor legislation or labor protection rules.

If an employee refuses to undergo preventive vaccination (in the absence of contraindications for health reasons), introduced in the manner established by law, on the basis of a decision of the Chief State Sanitary Doctor of the Republic of Uzbekistan, if there is a threat of the spread of quarantine and other infectious diseases dangerous to humans, the employer has the right to remove him from work.

The employer also has the right to suspend an employee from work in the event of an internal investigation if there are reasonable grounds to believe that the presence of the employee at work may interfere with the internal investigation.

The employer suspends the employee from work for the entire period until the circumstances that served as the basis for his removal from work are eliminated.

Article 152. Calculation of wages during the period of suspension of an employee from work

During the period of suspension from work, the employee’s wages are not accrued, except for the cases provided for in part two of this article.

In cases of removal from work of an employee who has not undergone training and testing of knowledge and skills in the field of labor protection or a mandatory medical examination through no fault of his own, or if the employee was not provided with personal and (or) collective protective equipment by the employer, and also if the employee was suspended by the employer from work in connection with an internal investigation against him, then the employee retains his average salary for the entire period of his suspension from work.

Article 153. Registration of removal of an employee from work

The removal of an employee from work is formalized by an order of the employer, which must indicate the specific reason provided for in parts two or three of Article 151 of this Code that served as the basis for the removal of the employee from work.

The employer's order on suspension from work is brought to the attention of the suspended employee against signature. The employee’s refusal to familiarize himself with the order of removal from work is documented in an act indicating the witnesses present.

At the request of the employee, the employer is obliged to give him, no later than three days from the date of application, a certified copy of the order to remove the employee from work.

If it is impossible to familiarize the employee with the order of suspension from work, the employer is obliged to send the employee a copy of the order by letter with notification within three working days from the date of issuance of the relevant order.

The order of suspension from work must specify the period for which the suspension is carried out. In cases where it is impossible to determine in advance the specific date for the end of the period of suspension of the employee from work, the employer’s order indicates the event with the occurrence of which the period of suspension of the employee from work ends (the employee undergoing a mandatory medical examination, etc.).

The suspended employee is required to begin work on the first working day after the expiration of the period of suspension or the end of the circumstances in connection with which the suspension was made.

Article 154. Legal consequences of illegal removal from work

An employee who believes that he has been suspended from work unlawfully may appeal his suspension in accordance with the established procedure. The demands of an employee who illegally was removed from work for the provision of his previous job, compensation for material damage caused to him and compensation for moral damage (if moral or physical suffering was caused to the employee in connection with the illegal removal) must be satisfied.

When considering labor disputes, the burden of proving the legality of the employee’s removal from work rests on the employer and in cases where the employee was suspended from work at the request of authorized government bodies, on the relevant government body that made the decision to remove the employee from work.

If the employee illegally was removed from work by the employer, the obligation to compensate such employee for the material damage caused to him and to compensate for moral damage rests with the employer. If an employee illegally was suspended from work at the request of authorized state bodies, then the material damage caused to the employee is compensated and moral damage is compensated from the State Budget of the Republic of Uzbekistan, followed by recourse recovery from the perpetrators.

**§ 5. Termination of an employment contract**

Article 155. Concept and grounds for termination of an employment contract

Termination of an employment contract means termination of an individual labor relationship between an employee and an employer on the grounds provided for by this Code.

The grounds for termination of an employment contract are:

1) agreement of the parties (Article 157 of this Code);

2) expiration of the employment contract (Article 158 of this Code);

3) termination of an employment contract at the initiative of the employee (Article 16 0 of this Code);

4) termination of an employment contract at the initiative of the employer (Article 161 of this Code);

5) the employee’s refusal to continue working in connection with a change in the owner of the organization, its reorganization, change in jurisdiction (subordination) (part five of Article 156 of this Code);

6) the employee’s refusal to continue working under new working conditions (part four of Article 137 of this Code);

7) the employee’s refusal to move to work in another area together with the employer (part five of Article 146 of this Code);

8) the employee’s refusal to transfer for health reasons in accordance with a medical report to another job that is not contraindicated for him due to health reasons, or if the employer does not have the appropriate job (part two of Article 143 of this Code);

9) circumstances beyond the control of the parties (Article 168 of this Code);

10) non-election or failure to pass the competition for a new term or refusal to participate in the election or competition (Article 169 of this Code);

11) the grounds provided for in the employment contract, in cases where this Code or other laws establish the possibility of stipulating in employment contracts with certain categories of employees a condition on additional grounds for termination of employment relations.

An employment contract may be terminated on other grounds provided for by this Code and other laws.

Article 156. Continuation of an employment contract in the event of a change in the owner of the organization, its reorganization, or a change in jurisdiction (subordination)

When the owner of an organization changes, as well as its reorganization (merger, accession, division, spin-off, transformation), individual labor relations continue with the consent of the employee.

The new owner has the right to terminate the employment contract with the head of the organization, his deputies, the chief accountant and the head of a separate division of the organization in accordance with paragraph 1 of part one of Article 489 of this Code. Termination of an employment contract with other employees of the organization is possible only in accordance with this Code and other laws.

A change in the number or staff of employees when the owner of an organization changes is allowed only after state registration of the transfer of ownership.

A change in the jurisdiction (subordination) of an organization or its reorganization (merger, accession, division, spin-off, transformation) cannot be grounds for termination of employment contracts with employees of this organization.

If the employee refuses to continue working in the cases provided for in part one or four of this article, the employment contract with the employee is terminated with the payment of severance pay in accordance with Article 173 of this Code.

Article 157. Termination of an employment contract by agreement of the parties

An employment contract concluded for an indefinite period, as well as a fixed-term employment contract, can 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 an employment contract by agreement of the parties is formalized by an additional agreement to the employment contract in writing with the obligatory indication of the date of termination of the employment contract, the date of drawing up the additional agreement and the details of the parties.

Article 158. Termination of a fixed-term employment contract due to the expiration of its term

A fixed-term employment contract is terminated upon expiration of its validity period. About the termination of the employment contract due to its expiration, the party who decided to terminate the individual employment relationship on this basis must notify the other party in writing at least three calendar days before the termination of the employment contract. With the exception of cases when the term employment contract concluded during the absence of an employee, whose place of work (position) is retained.

If, after the expiration of the employment contract, the individual labor relationship continues and neither party, in the manner provided for in part, one of this article, within one week demands its termination, and then the contract is considered concluded for an indefinite period.

An employment contract concluded during the absence of an employee whose place of work (position) is retained shall be terminated on the day the employee returns to work.

Article 159. Payment of a penalty in case of early termination of a fixed-term employment contract

A fixed-term employment contract may provide for a mutual obligation of the parties to pay a penalty in case of early termination, according to which the employer pays the employee a penalty if the individual employment relationship is terminated at the initiative of the employer for reasons not related to the guilty actions (inaction) of the employee, and the employee pays the penalty to the employer, if the individual employment relationship is terminated at the initiative of the employee, as well as on grounds related to the guilty actions (inaction) of the employee. If the amount of the penalty is not specified in the employment contract, the parties are exempt from paying it.

The amount of the penalty for early termination of a fixed-term employment contract may vary depending on the expenses incurred by the employer in the interests of the employee, the period worked by the employee and other circumstances.

The amount of the penalty paid by the employee upon early termination of a fixed-term employment contract cannot exceed the amount of the penalty paid by the employer.

An employee is exempt from paying a penalty if the employment contract is terminated early on his initiative in the cases provided for in part eight of Article 160 of this Code.

If one of the parties refuses to pay the penalty, its collection is carried out in court.

Article 160. Termination of an employment contract at the initiative of the employee

An employee has the right to terminate an employment contract concluded for an indefinite period, as well as a fixed-term employment contract before its expiration, by notifying the employer in writing fourteen calendar days in advance. Other deadlines for warning the employer about termination of the employment contract by the employee on his own initiative are established in relation to:

the head of the organization, his deputies, the chief accountant of the organization and the head of a separate division of the organization (parts three and four of Article 489 of this Code);

seasonal workers (part one of Article 494 of this Code);

persons employed in temporary work (part one of Article 499 of this Code);

employees of micro-firm employers (part one of Article 506 of this Code);

persons working for individual entrepreneurs (part one of Article 511 of this Code);

domestic workers (part one of Article 518 of this Code);

other employees in cases provided for by law.

The notice period begins the day after the employer receives the employee’s application to terminate the employment contract.

The employee has the right to send an application for termination of the employment contract with notification of delivery of the postal item. In this case, the calculation of the notice period for termination of the employment contract begins the next day after the date the employer receives the application.

By agreement between the employee and the employer, the employment contract may be terminated before the expiration of the notice period.

Upon expiration of the warning period established in accordance with part one of this article or reduced by agreement between the employee and the employer, the employee has the right to stop working, and the employer is obliged to 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 him calculation.

During the warning period established in accordance with part one of this article or established by agreement of the parties, including before the expiration of working hours on the last day of the warning period, the employee has the right to withdraw the application submitted by him.

If, after the expiration of the warning period, the employment contract with the employee has not been terminated and the individual employment relationship continues, then the application for termination of the employment contract at the initiative of the employee loses its force, and termination of the employment contract in accordance with this application is not allowed.

In cases where the application for termination of an employment contract at the initiative of the employee is due to the impossibility of continuing work (enrollment in an educational organization, retirement, election to an elective position and in other cases), the employer must terminate the employment contract within the period requested by the employee.

In case of early termination of a fixed-term employment contract at the initiative of the employee, the employee may be required to pay a penalty in the manner prescribed by Article 159 of this Code.

Article 161. Termination of an employment contract at the initiative of the employer

Termination of an employment contract concluded for an indefinite period, as well as a fixed-term employment contract before its expiration, at the initiative of the employer must be justified.

The validity of termination of an employment contract means the presence of one of the following reasons (grounds):

1) liquidation of an organization (its separate division) by decision of its founders (participants) or a body of a legal entity authorized by the constituent documents, or termination of activities by an individual entrepreneur;

2) a change in the number or staff of employees of an organization (its separate division), an individual entrepreneur, due to changes in technology, organization of production and labor, reduction in the volume of work (products, services);

3) the employee’s inadequacy for the position held or the work performed due to insufficient qualifications;

4) systematic violation by the employee of his work duties. A systematic violation of labor duties is the repeated commission of a disciplinary offense by an employee within a year from the date the employee was brought to disciplinary or material liability or the application of sanctions to him, provided for by labor legislation and other legal acts on labor, for a previous violation of labor duties;

5) a one-time gross violation by an employee of his labor duties. The determination of the list of one-time gross violations of labor duties, which may result in termination of the employment contract with the employee, is carried out in accordance with Article 162 of this Code;

6) other reasons (grounds) established by this Code and other laws.

Termination of an employment contract under paragraphs 2 and 3 of part two of this article is permitted in compliance with the requirements of Article 144 of this Code.

Termination of an employment contract for guilty actions (inaction) of an employee is a disciplinary measure and must be carried out in compliance with the procedure and deadlines for applying disciplinary sanctions established by this Code.

Upon termination of an employment contract at the initiative of the employer with graduates of general secondary, secondary special, vocational educational organizations, as well as higher educational organizations, who studied under state grants, who entered work for the first time within three years from the date of graduation from the relevant educational organization, before the expiration of the three-year period from On the day of concluding an employment contract, the employer must notify the local labor authority in writing.

Article 162. Determination of the list of one-time gross violations of labor duties, which may result in termination of the employment contract with the employee

The list of one-time gross violations of labor duties, which may result in termination of an employment contract with an employee, is determined:

internal labor regulations;

an employment contract between the owner and the head of the organization, as well as an employment contract between an employee and an employer in cases provided for by this Code;

charters and regulations on discipline in relation to certain categories of employees who are subject to the charters and regulations on discipline.

When determining the list of one-time gross violations of labor duties, which may result in termination of an employment contract with an employee, one should proceed from the severity of the offense and the consequences that this offense may entail.

Article 163. Prohibition of termination of an employment contract at the initiative of the employer

It is prohibited to terminate an employment contract at the initiative of the employer:

1) on grounds not provided for by this Code or other laws;

2) violating the requirement of this Code on the prohibition of discrimination in the field of labor and occupation;

3) during periods of temporary incapacity for work, when the employee is on vacation provided for by law and other legal acts on labor, and the employment contract;

4) during the period of release of the employee from work in connection with the performance of state or public duties;

5) while the employee is on a business trip;

6) without complying with the requirements providing for the provision of guarantees to pregnant women (Article 408 of this Code) and employees with a child under three years of age (Article 409 of this Code).

It is prohibited to terminate an employment contract concluded at the previous place of work during the period of temporality of the employee to another employer in accordance with Article 147 of this Code.

Restrictions on termination of an employment contract at the initiative of the employer, provided for in paragraphs 3 - 6 of part one of this article, do not apply when terminating an employment contract in connection with the liquidation of an organization (its separate division) by decision of its founders (participants) or a body of a legal entity authorized to do so constituent documents, or termination of activities by an individual entrepreneur.

Article 164. Coordination of termination of an employment contract at the initiative of the employer with the trade union committee

Termination of an employment contract at the initiative of the employer is not permitted without the prior consent of the trade union committee, if such consent is provided for in a collective agreement or collective agreement.

The consent of the trade union committee is not required when terminating an employment contract at the initiative of the employer:

in connection with the liquidation of an organization (its separate division) by decision of its founders (participants) or a body of a legal entity authorized by the constituent documents, or termination of activities by an individual entrepreneur;

with the head of the organization, the head of a separate division on any of the grounds provided for in part two of Article 161 of this Code;

with the head of the organization, his deputies, the chief accountant and the head of a separate division of the organization in connection with a change in the owner of the organization in accordance with paragraph 1 of part one of Article 489 of this Code.

The trade union committee must inform the employer in writing about the decision made on the issue of consent to terminate the employment contract with the employee within ten days from the date of receipt of a written submission from the official who has the right to terminate the employment contract. If, after the expiration of the specified period, the trade union committee has not notified the decision, then the employer has the right, without the consent of the trade union committee, to terminate the employment contract with the employee in the manner prescribed by this Code.

The employer has the right to terminate the employment contract no later than one month from the date the trade union committee made a decision to give consent to terminate the employment contract with the employee.

Article 165. Warning about termination of an employment contract at the initiative of the employer

The employer is obliged to notify the employee in writing (against signature) of his intention to terminate the employment contract within the following terms:

1) at least two months in case of termination of an employment contract due to:

with the liquidation of an organization (its separate division) by decision of its founders (participants) or a body of a legal entity authorized to do so by the constituent documents;

with a change in the number or staff of the organization’s employees due to changes in technology, organization of production and labor, reduction in the volume of work (products, services);

with a change in the owner of the organization in relation to the head of the organization, his deputies, the chief accountant and the head of a separate division of the organization;

2) at least two weeks in advance upon termination of the employment contract due to the employee’s inadequacy for the work performed due to insufficient qualifications;

3) at least three days in advance upon termination of the employment contract due to guilty actions (inaction) of the employee.

The deadlines for warning an employee about the upcoming termination of an employment contract at the initiative of the employer provided for in part one of this article are applied in all cases, with the exception of those when Section VI of this Code establishes other warning periods for certain categories of employees.

The employer has the right to replace the employee warning periods provided for in part one of this article with monetary compensation corresponding to the length of the warning period. Payment to an employee of monetary compensation commensurate with the notice period does not relieve the employer from the obligation to make other payments to the employee provided for by law, as well as from making other payments to the employee if they are provided for by other legal acts on labor or an employment contract.

During the employee’s warning period, with the exception of a warning about termination of employment in connection with his guilty actions (inaction), the employee is given the right not to go to work for at least one day a week while maintaining wages during this time to find another job.

The notice period for an employee, with the exception of termination of employment in connection with the liquidation of an organization (its separate division), does not include periods of temporary incapacity for work by the employee, as well as the time he performs state or public duties.

Article 166. Provision by the employer of information on the dismissal of employees

A dismissed employee is an employee with whom the employer intends to terminate the employment contract on the grounds provided for in part four of Article 137, part five of Article 146, paragraphs 1 and 2 of part two of Article 161, paragraph 6 of part one of Article 168 of this Code.

The employer promptly, no less than two months in advance, provides the trade union committee or the relevant association of trade unions with information about the possible release of workers and conducts consultations aimed at mitigating the consequences of the release.

The employer is also obliged to notify the local labor authority no later than two months in advance by entering data into the interdepartmental hardware and software complex “Unified National Labor System” about the upcoming release of each employee, indicating his profession, specialty, qualifications and wages.

Article 167. Preferential right to remain at work upon termination of an employment contract in connection with a change in the number (staff) of employees of an organization (its separate division), an individual entrepreneur, due to changes in technology, organization of production and labor, reduction in the volume of work (products, services)

Upon termination of an employment contract under paragraph 2 of part two of Article 161 of this Code due to a change in the number (staff) of employees of an organization, individual entrepreneur, due to changes in technology, organization of production and labor, reduction in the volume of work (products, services), the priority right to remain at work is granted to employees with higher qualifications and labor productivity.

If qualifications and labor productivity are equal, preference is given to:

employees with two or more dependents;

persons in whose family there are no other independent workers;

employees who have worked for a given employer for a long time;

employees who improve their qualifications without interruption from work under an employment contract in the relevant specialty in higher and secondary special, professional educational organizations, and persons who have graduated from higher and secondary special, professional educational organizations without interruption from work, within three years after graduation from condition of work in the specialty;

persons who received a work injury or occupational disease in this organization;

persons with disabilities;

participants of the war of 1941 - 1945 and persons equal to them in terms of benefits;

employees who receive incentives for success at work and do not have disciplinary sanctions;

persons who have received or have suffered radiation sickness and other diseases associated with increased radiation caused by the consequences of accidents at nuclear facilities, persons with disabilities for whom a connection between their disability and accidents at nuclear facilities has been established, participants in the liquidation of the consequences of these accidents and disasters, and also to persons evacuated or resettled from the specified objects, and other persons equated to them.

With equal qualifications and labor productivity, the employee who has preferences based on a greater number of circumstances taken into account has a preferential right to remain at work. The sequence in which these circumstances are listed in part two of this article does not matter.

The collective agreement may provide for other circumstances, in the presence of which preference is given to keeping employees at work. These circumstances are taken into account if employees have equal qualifications and labor productivity and do not have a preference over each other in remaining at work in accordance with parts one and two of this article.

Article 168. Termination of an employment contract due to circumstances beyond the control of the parties

The grounds for termination of an employment contract due to circumstances beyond the control of the parties are:

1) the employee’s conscription for military or alternative service;

2) reinstatement to the previous job of the employee who previously performed this work;

3) the entry into force of a court verdict by which the employee is sentenced to a punishment that precludes the possibility of continuing his previous work, as well as sending the employee by court order to a specialized medical and preventive institution;

4) violation of established hiring rules, if the violation cannot be eliminated and prevents the continuation of work;

5) the occurrence of circumstances that, in accordance with the law, prevent the continuation of labor relations (recognition of the employee as completely incapable of working in accordance with a medical certificate issued in the prescribed manner, as well as termination of access to state secrets, if the work performed requires such access, deprivation of permission or licenses to perform certain work, etc.);

6) the entry into force of a court decision on the liquidation of an organization or on the termination of the activities of an individual entrepreneur who is an employer;

7) cancellation of a court decision or cancellation (recognition as illegal) of the decision of the State Labor Inspectorate of the Ministry of Labor and Employment of the Republic of Uzbekistan on the reinstatement of the employee at work;

8) death of an employee, as well as the court recognizing the employee as missing or declaring the employee dead;

9) return of a deputy of the Legislative Chamber, as well as a member of the Senate of the Oliy Majlis of the Republic of Uzbekistan, who worked in the Senate on a permanent basis, to his previous position (work) in connection with the expiration of the term of office or dissolution of the Legislative Chamber and the Senate of the Oliy Majlis of the Republic of Uzbekistan;

10) other cases provided for by law.

An employment contract is considered terminated in the following cases:

death of an employer - an individual, as well as recognition by a court of an employer - an individual as dead or missing;

the court recognizes an employee or employer – physical person as incompetent or partially capable, if this excludes the ability of the physical person to perform the functions of an employer, and the employee - the possibility of continuing his previous work.

The employer is obliged to notify the employee in writing (against signature) of the termination of the employment contract on the grounds provided for in paragraph 6 of part one of this article at least two months in advance or to pay the employee monetary compensation corresponding to the length of the warning period.

Termination of an employment contract on the grounds provided for in paragraphs 2 and 9 of part one of this article is permitted if it is impossible to transfer the employee with his written consent to another job available to the employer.

Termination of an employment contract on the basis provided for in paragraph 4 of part one of this article, in cases where the established hiring rules were violated through no fault of the employee, is permitted if the employer has taken measures to transfer the employee, with his written consent, to another job available to the employer. , but the employee refused such a transfer.

Termination of an employment contract on the basis provided for in paragraph 5 of part one of this article, in cases where circumstances preventing the continuation of the employment relationship occurred through no fault of the employee (with the exception of recognizing the employee as completely incapable of working in accordance with a medical report), is allowed if the employer measures were taken to transfer the employee, with his written consent, to another job available to the employer, but the employee refused such a transfer.

The transfer of an employee to another job as provided for in parts four, five and six of this article is carried out in accordance with Article 144 of this Code.

Article 169. Termination of an employment contract due to non-election or failure to pass a competition for a new term or refusal to participate in election or competition

If the law provides for the election of an employee to an elective position for a certain period or the periodic holding of a competition to fill a certain position, the employment contract with the employee holding the corresponding position may be terminated due to non-election or failure to pass the competition for a new term or refusal to participate in the election, competition

If the election or competition is declared invalid, the individual labor relationship with the employee holding the corresponding position continues. In this case, no later than one month (unless a different period is provided by law) from the day the election or competition is declared invalid, new elections or competition must be held.

An employee who, was previously elected or passed through a competition for the corresponding position, is recognized as having refused to participate in the election or competition, if he has not submitted the documents required in accordance with the law to participate in the election or competition within the prescribed period.

Article 170. Registration of termination of an employment contract

Termination of an employment contract is carried out by persons who have the right to hire and is formalized by order of the employer.

The day of termination of the employment contract is the last day of work. If the last day of work falls on a weekend, a non-working holiday, or other non-working day, then the last working day is considered the first working day following it.

The employer's order must indicate the grounds for termination of the employment contract in strict accordance with the wording of articles (paragraphs) of this Code or other legal acts on labor with reference to the article (paragraph) of this Code or the relevant law.

When terminating an employment contract on the grounds provided for in the contract, the employer’s order, issued in compliance with the requirements of part three of this article, must contain a reference to the clause of the employment contract that provides for the basis on which the employment contract with this employee was terminated.

When terminating an employment contract due to a one-time gross violation of labor duties by an employee. The employer’s order must additionally indicate a clause in the internal labor regulations, in relation to the head of the organization - a clause in the employment contract, and in relation to employees, who are subject to statutes or discipline regulations, — an article (clause) of the relevant charter or discipline regulations, providing for that one-time gross violation of labor duties, for the commission of which the employment contract with the employee is terminated.

The employer's order to terminate the employment contract under paragraph 4 of part one of Article 168 of this Code must indicate which hiring rules were violated, why they cannot be eliminated and for what reason they interfere with the continuation of the employment relationship.

The employer's order to terminate the employment contract under paragraph 5 of part one of Article 168 of this Code must indicate the occurrence of any circumstances provided for by law that prevent the continuation of individual labor relations.

Article 171. Issuance of a workbook and a copy of the order to terminate the employment contract

On the day of termination of the employment contract, the employer is obliged to give the employee his workbook or an extract from the electronic workbook, as well as a copy of the order to terminate the employment contract. Upon written application by the employee, the employer is also obliged to provide him with duly certified copies of documents related to work.

If, on the day of termination of the employment contract, it is impossible to issue a work book or an extract from the electronic workbook and a copy of the order to terminate the employment contract to the employee due to his absence or refusal to receive them, the employer is obliged no later than the next working day to send the employee a written notice about the need to come for a work book or give consent to have it sent by mail.

From the date of sending the written notice, the employer is released from liability for the delay in issuing the workbook. A workbook not requested by an employee in a timely if manner must be issued by the employer no later than three days from the date of the employee’s request for the issuance of a work book.

The employer has the right to send a copy of the order to terminate the employment contract with a notification of delivery of the postal item without obtaining the employee’s consent to send a copy of the order by mail. If a copy of an order to terminate an employment contract issued to an employee is lost or damaged, the employee has the right to contact the employer for a new copy of such an order, which must be issued to the employee no later than three days from the date of his application to the employer.

Article 172. Making settlements with an employee upon termination of an employment contract

Upon termination of an employment contract with an employee, a settlement must be made.

The calculation includes payment to the employee:

lost wages;

compensation for all unused basic and additional vacations by the employee;

other payments if they are provided for by labor legislation or other legal acts on labor or an employment contract.

Payment of all amounts due to the employee from the employer is made on the day of termination of the employment contract with the employee.

If the employee did not work on the day of termination of the employment contract, then the corresponding amounts must be paid no later than three days after the employee submits a request for payment.

If an employee with whom the employment contract has been terminated is accrued any payments (bonuses based on the results of the month, quarter, year) during the period after the termination of the employment contract, these payments are made no later than three days after the employee submits the corresponding request.

In the event of a dispute about the amount of amounts due to the employee upon termination of the employment contract, the employer is obliged to pay the amount not disputed by him within the period specified in part three of this article.

Upon termination of an employment contract on the grounds listed in part two of Article 173 of this Code, the employer is obliged, when making calculations, in addition to the payments provided for in part two of this article, to pay the employee severance pay.

When terminating an employment contract at the initiative of the employer, in the event of replacing the period for warning the employee about termination of the employment contract provided for in Article 165 of this Code with commensurate monetary compensation, the employer is obliged to pay the employee appropriate compensation.

Article 173. Severance pay

Severance pay is a one-time monetary payment provided for by law, other legal acts on labor, and an employment contract to an employee upon termination of an employment contract with him on certain grounds, made in order to mitigate the consequences of the employee losing his job.

Severance pay is paid upon termination of an employment contract:

at the initiative of the employer, except for termination of the contract on grounds related to the guilty actions (inaction) of the employee;

due to circumstances beyond the control of the parties, provided for in paragraphs 1 , 2 , 6 (regarding the liquidation of the organization) and 9 of part one of Article 168 of this Code, with the exception of cases where the employer, an individual, is declared incompetent. Upon termination of an employment contract in accordance with paragraphs 4 and 5 of part one of Article 168 of this Code, severance pay is paid, except for cases where the established rules of admission were violated due to the fault of the employee (concealment of a court verdict on deprivation of the right to hold certain positions or engage in certain activities, provision forged documents and others) or when the employee’s actions have led to the occurrence of circumstances that, in accordance with the law, prevent the continuation of the individual employment relationship;

due to the employee’s refusal to continue working under new working conditions;

due to the employee’s refusal to transfer, in accordance with a medical report, to another job that is not contraindicated for him due to health reasons, or the employer’s lack of appropriate work;

due to the employee’s refusal to move to work in another location with the employer;

in connection with the employee’s refusal to continue working due to a change in the owner of the organization, its reorganization, or a change in jurisdiction (subordination).

The amount of severance pay depends on the length of service with a given employer and cannot be less than:

fifty percent of average monthly earnings - for employees with up to three years of work experience;

seventy-five percent of average monthly earnings - for workers with three to five years of work experience;

one hundred percent of the average monthly earnings - for workers with work experience from five to ten years;

one hundred and fifty percent of average monthly earnings - for employees with ten to fifteen years of work experience;

two hundred percent of the average monthly earnings - for employees with more than fifteen years of work experience.

Collective agreements, as well as a collective agreement, local acts, employment contracts may establish additional guarantees for employees when paying severance pay at the expense of the employer (increased, compared to those enshrined in part three of this article, the amount of severance pay, inclusion in the length of service that affects the amount of severance pay, periods of work of employees in a certain industry or in a certain profession, inclusion in the said length of service of employees who joined this organization at the invitation of the employer, time of work in the organization where the employee previously worked).

In the event of termination of an employment contract with employees on grounds related to the guilty actions (inaction) of the employee, collective agreements, as well as a collective agreement, local acts, an employment contract or decisions of the employer, authorized bodies of a legal entity, the owner of the organization or persons authorized by the owners cannot be provided for payment to employees of severance pay, compensation and (or) assignment of any other payments to them in any form.

Article 174. Legal consequences of illegal termination of an employment contract

An employee who believes that his employment contract was terminated illegally can contact the employer directly or appeal the termination of the employment contract in the established manner, including in court.

The demands of an employee whose employment contract was terminated illegally for the provision of his previous job and compensation for material damage caused to him and moral compensation (if moral or physical suffering was caused to the employee in connection with the illegal termination of the employment contract) must be satisfied.

An employer who has recognized the termination of an employment contract with an employee as illegal is obliged to reinstate the employee to his previous job (position) and satisfy the employee’s demands for compensation for material damage caused to him and compensation for moral damage. In this case, the issue of the amount of material damage due to the employee and compensation for moral damage is resolved by agreement between the employee and the employer. In this case, compensation to the employee for material damage cannot be lower than the amounts provided for by this Code. If the parties to the employment contract were unable to reach an agreement on the amount of compensation for material damage and (or) compensation for moral damage to the employee, then the employer is obliged to pay the amount not disputed by him, and the individual labor dispute is resolved (settled) using the mediation procedure or in court in the manner prescribed Section VII of this Code.

In the event of termination of an employment contract with an employee due to circumstances beyond the control of the parties, as a result of illegal decisions of state bodies, actions (inaction) of their officials, including as a result of the unlawful conviction of the employee, compensation for material damage caused to him and compensation for moral damage is carried out in the manner prescribed by law.

Compensation to an employee for material damage caused by illegal termination of an employment contract consists of:

mandatory payment for forced absence;

compensation for additional expenses associated with appealing the termination of an employment contract (consultations of specialists, costs of conducting a case, etc.).

The amount of compensation for moral damage is determined by the court taking into account the assessment of the employer’s actions, but cannot be lower than the average monthly salary of the employee.

Instead of reinstatement at work, the court may, at the employee’s request, recover in his favor additional (in addition to that provided for in part four of this article) compensation in the amount of at least three months’ salary.

When considering disputes, the burden of proving the legality of termination of an employment contract with an employee rests with the employer.

**§ 6. Protection of employee personal data**

Article 175. Personal data of the employee

Personal data of an employee is information about the facts, events and circumstances of the life of the employee, as well as members of his family, provided to the employer in connection with labor relations.

Personal data includes the following information about the employee:

last name, first name, patronymic, date and place of birth;

personal identification number of an individual (if available);

education (when and what educational organizations you graduated from, diploma numbers, direction of training or specialty according to your diploma, qualifications);

work performed since the beginning of employment (including military service);

registration address at the place of permanent or temporary residence;

passport data (series, number, by whom and when issued) and ID card data;

personal phone number, email address;

attitude to military duty, information on military registration (for citizens in the reserves and persons subject to conscription for military service);

taxpayer identification number;

individual savings pension account number;

results of mandatory medical examination;

grounds for termination of an employment contract with an employee;

marital status, last name, first name, patronymic and dates of birth of close relatives;

other information about the facts, events and circumstances of the life of the employee and (or) members of his family that have become known to the employer.

Information about an employee’s personal data is classified as confidential information.

Article 176. General requirements for the processing of employee personal data and guarantees of their protection

When processing personal data (implementing one or a set of actions to collect, systematize, store, change, supplement, use, provide, distribute, transfer, depersonalize and destroy personal data), the employer and his representatives are obliged to:

when determining the volume and content of the employee’s personal data to be processed, be guided by the provisions of the legislation on personal data;

obtain all personal data of the employee from the employee himself. If the employee’s personal data can only be obtained from third parties, then the employee must be notified in writing about this in advance and written consent must be obtained from him, except in cases where such data is obtained from third parties to whom the employee, in accordance with the law, was sent by this employer (conclusion based on the results of a medical examination, qualification or other assessments as part of advanced training, etc.);

inform the employee about the purposes, intended sources and methods of obtaining personal data, as well as the nature of the personal data to be received and the consequences of the employee’s refusal to give written consent to receive it;

ensure the protection of the employee’s personal data from unlawful use or loss at the employer’s own expense;

familiarize employees and their representatives, against signature, with the employer’s available documents establishing the procedure for processing personal data of employees, as well as their rights and obligations in this area;

together with employee representatives, develop measures to protect employees’ personal data.

The employer and his representatives do not have the right to receive and process the employee’s personal data about his membership in public associations or his trade union activities, unless otherwise provided by this Code or other law.

The use of the employee’s personal data by the employer’s representatives should be carried out only in accordance with the employee’s job responsibilities.

Representatives of the employer who process personal data of employees are obliged to prevent the disclosure of personal data that was entrusted to them or became known in connection with the performance of their job duties.

Article 177. Invalidity of the terms of the employment contract, provisions of local acts on the employee’s refusal to protect his personal data

The terms of the employment contract, other agreements between the employee and the employer, the provisions of local acts that provide for the employee’s refusal to protect his personal data or worsen the employee’s position in the field of protection of his personal data in comparison with the law, are invalid.

Article 178. Storage, use and transfer of personal data of employees

The procedure for storing, using and transferring personal data of employees is established by the employer in compliance with the requirements of this Code and other laws.

When transferring personal data of an employee, the employer must comply with the following requirements:

do not disclose the employee’s personal data to a third party without his written consent, except in cases where this is necessary in order to prevent a threat to the life and health of the employee, as well as in other cases provided for by this Code and other laws;

do not disclose the employee’s personal data for commercial purposes without his written consent;

warn persons receiving the employee’s personal data that this data can only be used for the purposes for which it was communicated, and require these persons to confirm that this rule has been complied with. Persons receiving the employee’s personal data are required to maintain confidentiality. This provision does not apply to the exchange of personal data of employees in the manner established by this Code and other laws;

transfer the employee’s personal data within one organization, from one individual entrepreneur in accordance with a local act, with which the employee must be familiarized with signature;

allow access to personal data of employees only to specially authorized persons, while these persons should have the right to receive only those personal data of the employee that are necessary to perform specific job functions;

do not request information about the employee’s health status, with the exception of information that relates to the issue of the employee’s ability to perform a job function;

transfer the employee’s personal data to employee representatives in the manner established by this Code and other laws, and limit this information only to those employee personal data that are necessary for the said representatives to perform their functions.

Article 179. The rights of an 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 right to:

obtaining complete information about your personal data and the processing of this data;

free access to your personal data, including the right to receive copies of any record containing the employee’s personal data, except as otherwise provided by law;

determining a representative to protect your personal data;

access to medical documentation reflecting health status;

requirement to exclude, correct incorrect or supplement incomplete personal data, as well as data processed in violation of the requirements of this Code or other laws;

the requirement that the employer notify all persons who were previously informed of incorrect or incomplete personal data of the employee about all exceptions, corrections or additions made to them;

appeal, including to court, any unlawful decisions, actions (inaction) of the employer in the processing and protection of his personal data.

If the employer refuses to exclude, correct or supplement the employee’s personal data, he has the right to declare in writing to the employer his disagreement with the appropriate justification.

Article 180. Legal consequences of violation by the employer of the procedure for processing and protecting the employee’s personal data

If the employer’s violation of the procedure for processing and protecting the employee’s personal data resulted in the illegal deprivation of the employee’s opportunity to work or led to a reduction in the employee’s wages, then the employer, through whose fault this violation was committed, is obliged to compensate the employee for lost earnings.

If the employer disseminates information that discredits the employee and is not true, the employer is obliged to refute this information.

(TO BE CONTINUED)

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