

LABOUR CODE GUIDE




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A construction site at sunset. In the foreground, a surveyor wearing a white uniform and a high-visibility yellow vest stands with his back to the camera, looking through a surveying instrument mounted on a tripod. In the background, several construction workers wearing hard hats and safety vests are visible. A large yellow crane is positioned in the middle ground. The sky is a mix of orange and blue, indicating the time is either dawn or dusk. The overall scene is a busy construction site.

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Labor Code in force	New Labor Code
Preparation and Approval of Local Acts	
<p>The employer has the right to develop and approve such normative acts of the enterprise as a collective contract and a collective agreement.</p>	<p><u>The procedures for the development, approval and coordination</u> of such collective normative acts as well as individual acts of an employer (orders, directives, regulations, etc.) <u>have been established</u>.</p>
<p>The work order at the enterprise is determined by the Internal Work Rules (IWR) approved by the employer in agreement with the trade union committee or other representative body of employees.</p>	<p>In cases where there is <u>no trade union committee established</u> in the organization, the employer must inform all the employees in writing of its intention to adopt the IWR.</p> <p>If a general meeting (conference) of all employees is not held within 2 weeks of receipt of the notice, <u>the employer has the right to approve IWR independently</u>.</p>
Job Offer	
<p>Not provided.</p>	<p>If the employer has sent an invitation to an individual with <u>an offer of employment</u>, the <u>employer is not entitled to refuse to hire</u> him/her during the validity period of the invitation, and if the period is not specified in the invitation, then within 1 month from the date of sending the invitation.</p> <p>This rule shall apply to foreign nationals and stateless persons in case the employee has undergone all the necessary procedures provided for by law (ed. – e.g. receiving work permit).</p>
Employment	
<p>The content of the employment contract shall consist of the following mandatory terms:</p> <ul style="list-style-type: none"> • place of work (enterprise or its subdivision); 	<p>The content of the employment contract shall <u>also</u> include the following mandatory terms:</p> <ul style="list-style-type: none"> • term of the employment contract <u>as well as the grounds for concluding</u>

<ul style="list-style-type: none"> • labor function of the employee - specialty, qualification, position in which he/she will work; • day of commencement of work; • term of the employment contract (in case of conclusion of the contract for a definite term); • remuneration • other terms. 	<p><u>a fixed-term employment contract</u> (in case of conclusion of the contract for a definite term);</p> <ul style="list-style-type: none"> • <u>working hours and time off</u>, in case it differs from the general working hours and time off; • <u>guarantees and compensations</u> for working in conditions other than normal; • <u>conditions determining, if necessary, the nature of work</u> (mobile, itinerant, on the road, other nature of work); • other terms.
<p>The employment contract shall specify the addresses of the parties.</p>	<p>The employment contract specifies the date and place of the employment contract, the number of the employment contract and <u>requisites of the parties.</u></p> <p><i>Requisites of the employee:</i></p> <ol style="list-style-type: none"> 1. first name, surname, middle name; 2. information on ID documents (ed. - passport number); 3. address of residence or stay and contact information; 4. taxpayer identification number (TIN); 5. personal identification number of an individual (PINFL, if any) 6. individual retirement savings account number (ed. – pension account). <p><i>Employer's requisites:</i></p> <ol style="list-style-type: none"> 1. name of the employer; 2. information on the employer's representative who signed the employment contract, and the basis on

	<p>which he is authorized to do so (if the employer is an organization or its separate subdivision);</p> <ol style="list-style-type: none"> 3. employer's location (postal address); 4. taxpayer identification number (except for employers who are individuals and are not individual entrepreneurs); 5. bank details; 6. contact information (telephone numbers, e-mail address, etc.). <p>Lack of requisites is not a basis for recognition of the employment contract as un concluded or terminated.</p>
<p>Not provided.</p>	<p><u>Mandatory registration of employment contracts</u> in the electronic system my.mehnat.uz via electronic signature of the employer has been introduced.</p>
<p>Employment contracts may be concluded for:</p> <ul style="list-style-type: none"> • indefinite term; • definite term not exceeding 5 years; • certain period of time for the performance of certain work. 	<p>An employment contract may be concluded for:</p> <ul style="list-style-type: none"> • indefinite term; • definite term <u>not exceeding 3 years</u> (fixed-term employment contract).
<p>Fixed-term employment contracts can be concluded in the following cases:</p> <ul style="list-style-type: none"> • if contracts for an indefinite term cannot be concluded in view of the nature of the work to be done, the conditions of its performance or the interests of the employee; • with the head of the enterprise, his/her deputies, chief accountant, and in the absence of the position 	<p>The conclusion of a fixed-term contract must be <u>justified</u>.</p> <p><i>There is a specific list of cases when a fixed-term employment contract <u>must be concluded</u> with an employee:</i></p> <ul style="list-style-type: none"> • for the period of performance of the duties of <u>an absent employee</u>; • for the period of <u>temporary (up to 2 months) work</u>;

of chief accountant - with the employee performing the functions of chief accountant;

- in other cases.

- for **seasonal work**, when due to natural conditions the work can be done only during a certain period (season);
- for **work outside usual scope of the employer's activities** (reconstruction, installation, commissioning and other work), as well as for **work related to a clearly temporary (up to 1 year) expansion of production or an increase in the volume of work** (products, services);
- with persons hired to work in **organizations established for a limited period of time** in accordance with the charter documents;
- with persons hired for work of clearly urgent nature in cases when its **completion cannot be defined by a specific date**;
- for work directly related to the contract of **industrial training, paid practical training or internship**;
- with persons **assigned by the labor authorities to perform temporary work** or paid community work;
- with persons assigned for alternative service;
- with foreign citizens and stateless persons who have legally entered the Republic of Uzbekistan to work on its territory.

	<p>Fixed-term employment contract is also concluded in other cases in accordance with this Code or other law.</p>
<p>Not provided.</p>	<p>Fixed-term employment contract <u>can be concluded</u> with/for:</p> <ul style="list-style-type: none"> • persons employed by employers – micro firms or individual entrepreneurs; • for housekeeping (domestic workers); • persons hired to work in organizations located in desert, mountainous, sparsely populated areas, if it is associated with moving to the place of work.; • urgent work to prevent disasters, emergencies, accidents, epidemics and epizootics and to eliminate the consequences thereof; • workers of cultural and entertainment organizations, organizations of television, radio broadcasting and other media, professional athletes; • heads, deputy heads, chief accountants of organizations and heads of separate subdivisions of the organization; • persons receiving education on a full-time basis; • persons entering into a second job.
<p>Not provided.</p>	<p>The employer must, at the written request of the employee, <u>no later than 3 working days</u> from the date of application, <u>provide the employee with job-related documents</u> (copies of orders about hiring, about transfers</p>

	to another job, certificates of wages, about taxes and fees accrued and actually paid by the employee, about the period of employment with this employer, etc.).
Conclusion of Employment Contract	
<p>When applying for a job, the applicant shall present the following documents:</p> <ul style="list-style-type: none"> • passport or a document in lieu thereof; • work record book, except for those entering employment for the first time; • military service card; • Diploma of Higher or Secondary Specialized or Professional Education. <p>When hiring, it is forbidden to demand documents from the applicant that are not required by law.</p>	<p><u>The following documents were added to the already existing list of documents required for the employment:</u></p> <ul style="list-style-type: none"> • taxpayer identification number (TIN); • personal identification number of a physical person (if available - PINFL); • individual retirement savings account number (ed. – pension account), except for persons entering employment for the first time.
Not provided.	<p>The procedure for entering information into the electronic system my.mehnat.uz has been regulated:</p> <ul style="list-style-type: none"> • on the basis of the hiring order - the employer makes a record about the hiring, which the employee must be familiarized with <u>within 3 days</u>. <p>The employer’s order shall be signed by the employee <u>within 3 days</u> from the date of the actual commencement of work.</p>
<p>Preliminary probation shall not be applied for employment of:</p> <ul style="list-style-type: none"> • pregnant women, • women with children under 3 years of age, • persons sent (ed. – by labor authorities) to work on account of the 	<p>The list has been supplemented by adding the following points:</p> <ul style="list-style-type: none"> • a woman who has a child under the age of 3 years, <u>or a father (guardian) who is raising a child under the age of 3 years alone;</u> • graduates of higher educational organizations, <u>trained on the basis of</u>

<p>minimum number of jobs established for the company,</p> <ul style="list-style-type: none"> • graduates of specialized secondary, vocational educational establishments and higher educational establishments who are hired for the first time within 3 years from the date of graduation, • employees with whom an employment contract is concluded for up to 6 months. 	<p><u>state grants and entering employment in their specialty</u> by referral within <u>3 months</u> from the date of graduation;</p> <ul style="list-style-type: none"> • graduates of general secondary, secondary specialized, professional and higher educational organizations, employed independently in their specialty when entering employment for the first time <u>within 1 year</u> from the date of graduation; • employees with whom an employment contract has been concluded for up to 6 months; • <u>persons under 18 years of age;</u> • <u>persons with whom the employer has previously terminated the employment contract for certain reasons, in case of their return to work;</u> • <u>apprentices trained by the employer under an apprenticeship contract.</u>
<p>The period of preliminary probationary shall not exceed 3 months.</p>	<p>The period of preliminary probation shall not exceed 3 months, <u>and for heads of organizations, their deputies, chief accountants and heads of separate subdivisions of organizations - 6 months.</u></p>
<p>Modifications to the Employment Contract</p>	
<p>Not provided.</p>	<p><u>Specific grounds for altering an employment contract are listed:</u></p> <ul style="list-style-type: none"> • changes in working conditions; • transfer of the employee to another job;

	<ul style="list-style-type: none"> • change of location due to the employer's relocation to another place; • secondment of an employee to another employer; • change of the workplace stipulated in the employment contract.
<p>The employer must notify the employee in writing, against receipt, of the upcoming change in working conditions, no later than 2 months in advance.</p>	<p>It is possible <u>to replace the period of warning</u> the employee about the upcoming change in working conditions, which exceeds 2 weeks, <u>with proportional monetary compensation</u>.</p>
<p>Not provided.</p>	<p><u>The procedure for seconding an employee to another employer is regulated:</u></p> <ul style="list-style-type: none"> • only with the consent of the employee; • the maximum term is 1 year; • grounds: a separate fixed-term employment contract; • change of the work function is possible; • possible prolongation - not longer than 1 year; • length of service of the seconded employee is included in the total length of service; <p>Responsibility for any accidents rests with the employer to whom the worker is seconded.</p>
<p>Suspension of an Employee from Work</p>	
<p>It is not allowed to suspend an employee from work, except in cases provided for by law. These include:</p> <ul style="list-style-type: none"> • appearing at work while under the influence of alcohol, drugs or toxic intoxication; 	<p>Now there is a <u>specific list of cases when an employer must suspend an employee from work:</u></p> <ul style="list-style-type: none"> • at the request of authorized state bodies in accordance with the law;

<ul style="list-style-type: none"> • refusal to undergo a compulsory medical examination or failure to comply with the employee's recommendations; • refusal of an employee to undergo prophylactic vaccination (if there are no contraindications due to health condition). 	<ul style="list-style-type: none"> • failure to undergo training and testing of knowledge and skills in the field of labor protection; • refusal to transfer an employee who, in accordance with a medical report, needs to be temporarily transferred to another job for health reasons for up to 4 months, or when such an employee cannot be offered a suitable job due to its unavailability with the employer; • employee fails to use personal and (or) collective protective equipment, when their use is mandatory.
<p>No wages are accrued to the employee during the period of suspension.</p>	<p>Suspension of employment is the temporary exclusion of an employee from work, <u>usually without pay.</u></p>
<p>Not provided.</p>	<p>Suspension of an employee from work is <u>executed by the employer's order.</u></p>
<p>Termination of Contract</p>	
<p>An employment contract may be terminated in the following ways:</p> <ol style="list-style-type: none"> 1) by agreement of the parties. All types of employment contracts may be terminated on this basis at any time; 2) at the initiative of one of the parties; 3) upon expiry of the fixed term; 4) due to the circumstances not depending on the will of the parties; 5) on the grounds stipulated by the employment contract. The condition on termination of labor 	<p><u>The list of grounds for termination has been supplemented by the following:</u></p> <ol style="list-style-type: none"> 1) refusal of the employee to continue working in the new working conditions; 2) refusal of the employee to move to work in another location with the employer; 3) refusal of the employee to be transferred for health reasons in accordance with the medical report to another job that is not contraindicated to him/her due to health conditions, or in the absence of the employer's relevant work;

<p>relations may be stipulated in the labor contract concluded by the employer with the executive management, chief accountant, and in other cases, when it is provided by law;</p> <p>6) if employee is not re-elected, re-appointed, fails or refuses to participate in the selection procedures (competition).</p>	
<p>The employee has the right to terminate an employment contract by giving 2 weeks' written notice in advance to the employer.</p>	<p>The employee has the right to terminate the employment contract by giving <u>14 calendar days' notice</u> in advance to the employer in writing.</p> <p>Other deadlines for notifying the employer are established for:</p> <ul style="list-style-type: none"> • head of the organization, his/her deputies, chief accountant of the organization and head of the separate subdivision of the organization - <u>2 months</u>; • seasonal workers - <u>3 calendar days</u>; • temporary employees - <u>3 calendar days</u>; • employees of microfirms - <u>3 calendar days</u>; • employees of individual entrepreneurs - <u>7 calendar days</u>; • domestic workers - <u>7 calendar days</u>.
<p>Grounds for termination of the employment contract by the employer:</p> <p>1) changes in technology, organization of production and labor, reduction in the volume of work, resulting in a change</p>	<p><u>The list of grounds for termination of an employment contract by the employer has been significantly limited:</u></p> <p>Paragraph 7 has been removed, while paragraphs 5 and 6 have been transferred to</p>

<p>in the number (staff) of employees or a change in the nature of work, or liquidation of the enterprise;</p> <p>2) non-compliance of the employee to the work performed due to lack of qualification or health condition</p> <p>3) systematic violation by the employee of his/her job duties;</p> <p>4) single gross violation by the employee of his/her employment duties;</p> <p>5) termination of the employment contract with a second job applicant due to employment of a second job applicant who is not a second job applicant as well as due to restriction of second job terms and conditions;</p> <p>6) termination of the employment contract due to change of owner with the head of the given enterprise, his deputies, chief accountant;</p> <p>7) retirement age of the employee.</p>	<p>Section VI of the Code “Other categories of employees” (i.e. still in force).</p>
<p>The employment contract is terminated due to circumstances beyond the control of the parties:</p> <p>1) employee is called up for military or alternative service;</p> <p>2) reinstatement of the employee, who previously performed this work, as well as at the return of a deputy of the Legislative Chamber and 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 (job);</p> <p>3) entry into force of a court sentence, which condemns the employee to a punishment that</p>	<p><u>The grounds for termination of the employment contract due to circumstances beyond the control of the parties were supplemented by the following circumstances:</u></p> <p>1) occurrence of circumstances that, in accordance with the law, prevent the continuation of labor relations (recognition of the employee completely unable to work in accordance with the medical report issued in the prescribed manner, as well as termination of access to state secrets, if the work performed</p>

<p>excludes the possibility of continuing the previous work, as well as sending the employee by court order to a specialized medical and preventive treatment facility;</p> <p>4) violation of admission rules if the violation cannot be eliminated and prevents the employee from continuing his/her work;</p> <p>5) death of an employee;</p> <p>6) in other cases.</p>	<p>requires such access, deprivation of permission or license to perform certain work and others);</p> <p>2) entry into legal force of a court decision to liquidate an organization or to terminate the activity of an individual entrepreneur who is an employer;</p> <p>3) cancellation of the court decision or cancellation (recognition as illegal) of the decision of the State Labor Inspectorate under the Ministry of Labor and Employment of the Republic of Uzbekistan on reinstatement of the employee at work.</p>
<p>The amount of severance pay cannot be less than the average monthly earnings.</p>	<p>The amount of severance pay depends on the length of service with the employer and <u>cannot be less than:</u></p> <p>50% of the average monthly earnings - <u>for employees with up to 3 years of service;</u></p> <p>75% of average monthly earnings - <u>for employees with 3 to 5 years of service;</u></p> <p>100% of average monthly earnings - <u>for employees with 5 to 10 years of service;</u></p> <p>175% of the average monthly earnings - <u>for employees with 10 to 15 years of service;</u></p> <p>200% of average monthly earnings - <u>for employees with more than 15 years of service.</u></p>
<p>Personal Data Protection</p>	
<p>Not provided.</p>	<p>List of information pertaining to employee's private life and defined as "<u>personal data</u>" has been developed.</p>

Not provided.	<u>General requirements for the processing</u> of employee personal data and guarantees of their protection have been established.
Not provided.	The procedure for <u>storing, use and transfer</u> of employees' <u>personal data</u> is regulated.
Not provided.	A provision on the <u>legal consequences</u> of violations of the procedure for processing personal data has been introduced.

Labor Discipline

<p>There is no procedure or basis for conducting an internal investigation in order to verify the fact that a disciplinary offense has been committed by an employee.</p>	<p><u>Grounds for conducting an internal investigation (INV):</u></p> <ul style="list-style-type: none"> • media reports, • report from the employee's immediate supervisor, • appeals of individuals and legal entities, • other information giving grounds to believe that an employee has committed a disciplinary offence. <p>Such decision shall be documented by an appropriate order.</p> <p>Procedure:</p> <p>An INV commission (at least 3 members, where one of them is the chairperson; “Commission”) shall be formed.</p> <p>The Commission shall not include:</p> <ul style="list-style-type: none"> • official who made the decision to conduct INV; • employees subordinated to the person under INV; • persons related to the person under INV;
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	<ul style="list-style-type: none"> • persons who may be directly or indirectly interested in the outcome of the INV, including those with respect to whom there is reasonable suspicion of their involvement; • persons whose communications have given rise to the INV; • employees in respect of whom INV is conducted. <p>If a member of the Commission does not meet the criteria above, the employee may challenge such a member.</p> <p>The term of the INV is not more than 15 working days with the possibility of extension for the same period.</p> <p>Upon completion of the INV, the Commission adopts an act on the results of the INV.</p>
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Occupational Safety and Health (Labor Protection)

<p>The employee shall immediately notify the employer of the occurrence of circumstances that threaten his/her life or health in the course of work. If such circumstances are confirmed by the bodies supervising and controlling the observance of occupational safety and health, the employer shall take measures to eliminate them. If the necessary measures have not been taken, the employee has the right to refuse to perform the relevant work until the circumstances threatening his or her life or health are eliminated. For this</p>	<p>Should it be found that <u>circumstances that threaten the life and health of the employee have not arisen</u>, the employer has the right to initiate an <u>internal investigation (INV)</u> of the employee.</p>
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<p>period, the employee retains his or her average earnings.</p>	
<p>Not provided.</p>	<p>The following types of workplaces are subject to certification of working conditions:</p> <ul style="list-style-type: none"> • workplaces with benefits and compensations for employees under working conditions; • workplaces where persons with disabilities are employed; • workplaces specified in the lists of industries, institutions, jobs, professions, positions and indicators which give the right to a pension on preferential terms; • workplaces at hazardous production facilities.
<p>The employer must ensure that employees receive training in occupational safety and conduct a test of their knowledge.</p>	<p>For employees entering hazardous industries or jobs where professional selection is required, there shall be <u>preliminary training in safe methods and techniques of work, training in labor protection for 1 month with examinations and subsequent mandatory periodic certification</u> on labor protection issues.</p>
<p>Not provided.</p>	<p>The <u>heads of organizations</u> must also be trained, instructed and tested on occupational safety and health.</p>
<p>Not provided.</p>	<p>The acquisition, storage, washing, cleaning, repair, disinfection and decontamination of workers' personal protective equipment is carried out <u>at the expense of the employer.</u></p>
<p>At the request of the victim, the employer must issue an accident report no later than 3 days from the end of the investigation.</p>	<p><u>Not provided.</u></p>