

Features of Termination of an Employment Contract at the Initiative of the Employer: Uzbekistan's Case

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Abstract

Among labor disputes, perhaps one of the most interesting and difficult to study is the termination of an employment contract at the employer's initiative. Due to the complexity of the mechanism (formal requirements) for the termination of an employment contract at the employer's initiative, many employers try to formalize the termination of an employment contract on other grounds (for example, by agreement of the parties (art. 157 of Labor Code of Uzbekistan – hereafter referred to as LC/Labor code) or at the employee's initiative (art.160 LC)). In essence, this means that employers in practice cannot properly apply their right as guaranteed by the Labor Code. In this regard, the article elaborates in detail the procedure for terminating an employment contract on the employer's initiative, in accordance with the legislation of the Republic of Uzbekistan, and discusses case law, provides examples and provides scientific explanations.

Keywords: Employer, Employment Contract, Termination, Case Law, Labor Code, Uzbekistan

I. Introduction

On 28 October 2022, the Labor Code of the Republic of Uzbekistan was adopted in a new version, and entered into force on 30 April 2023. As is well known, the Labor Code regulates individual labor relations and directly related social relations on the basis of balance and reconciliation of interests of employees, employers and the state. One of the main objectives of the Labor Code is to protect the rights and legitimate interests of workers and employers, in particular at the stage of termination of employment contract [1]. When revealing the grounds for termination of an employment contract, first of all, it is necessary to explain:

1. What is an employment contract and
2. What is termination of employment contract?

List of abbreviations used in this article: 1. LC - Labor Code; 2. RUz - Republic of Uzbekistan; 3. E/C – employment contract

According to article 103 of the Labor Code, an employment contract is to be understood as an agreement between an employee and an employer establishing the mutual rights and obligations of the parties, under which the employee undertakes to perform in person the work function defined by the agreement in the



interest, under the direction and control of the employer, of respecting the internal working arrangements, and the employer undertakes to provide the employee with work on the basis of a conditioned work function, to pay the employee's salary in full and on time, and to ensure the working conditions stipulated by the labor legislation, other legal acts on labor and this agreement.

All the basic requirements for an employment contract are listed in articles 104 to 115 of the Labor Code, which the reader can consult independently. One of the main differences between the new version of the Labor Code and the old version (adopted on 21 December 1995) is that, in the new version, the legislature introduced the concept of termination of the employment contract. Thus, termination of an employment contract means termination of an individual employment relationship between an employee and an employer on the grounds provided for in this Code. Part two of article 155 of the Labor Code lists the grounds on which an employment contract may be terminated [2]. According to this, the grounds for termination of employment are:

1. The agreement of the parties;
2. Expiry of the employment contract;
3. Termination of the employment contract on the employee's initiative;
4. Termination of an employment contract by the employer;
5. The worker's refusal to continue the work in connection with the change of ownership of the organization, its reorganization, change of jurisdiction (subordination);
6. The worker's refusal to continue working in the new working conditions;
7. The refusal of the worker to move to another place of work with the employer;
8. Refusal to transfer an employee for health reasons, on the basis of a medical report, to another job that is not contrary to the employee's health or if the employer is not employed;
9. Circumstances beyond the will of the parties;
10. Failure to submit to the competition for a new term or refusal to participate in the election, competition;
11. The grounds provided for in the employment contract, in cases where the Labor Code or other laws provide for the possibility of stipulating in employment contracts with certain categories of workers the condition of additional grounds for termination of the employment relationship.

Important! The employment contract may be terminated on other grounds provided for in the Labor Code and other laws. For example, based on the preliminary test (according to article 132 of the LC, before the expiry of the preliminary test period, each party has the right to terminate the employment contract, giving written notice to the other not later than three days. The employer may, on its own initiative, terminate an employment contract with an employee



during the preliminary test if the result of the test is unsatisfactory, specifying the reasons that led to the employee's failure. Termination of the employment contract at the employee's initiative during the preliminary test is based on a written statement by the employee, which must reflect the employee's real desire to terminate the employment relationship. The reasons for the employee's decision to terminate the employment contract are irrelevant).

II. Research Methodology

The research methodology employed in this work is i) careful study of the current literature, research articles, books, legal documents, and publications on features of termination of employment contract. Step-by-step procedure for termination of an employment contract at the initiative of the employer is discussed, and relevant case law is highlighted so issues related to practice can be better understood. This work also attempts to evaluate the indicated problems and reform suggested by scholars with respect to the stages, order and grounds of termination of employment contract. Thus, the research analysis is theoretically paramount for understanding this issues by using a large dataset and crucial for understanding the shortcomings of the existing mechanism of termination of an employment contract at the initiative of the employer in practice. Moreover, this work is also believed to contribute to augmentation and will strengthen and enhance the existing knowledge of academia on the intricacies and plausible amelioration of termination of an employment contract at the initiative of the employer.

III. Results

A. Review of Legislation Regarding Termination of Employment Contract at the Initiative of the Employer

Termination of an employment contract at the employer's initiative is provided for in article 161 of the Labor Code.

Table 1. Tour to the Labor Code

Text of article 161 of the Labor Code of Uzbekistan
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The termination of an employment contract concluded for an indefinite period, as well as of a fixed-term employment contract before its expiry at the employer's initiative, must be reasonable.

Reasonableness of termination of the employment contract means the existence of one of the following reasons(grounds):

1) liquidation of the organization (its separate subdivision) by the decision of its founders (participants) or the body of the legal entity authorized to do so by the founding documents, or termination of activities by the individual entrepreneur;

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

3) the incompatibility of the employee with the position or work performed due to insufficient qualifications;

4) the worker's systematic failure to perform his or her work. The repeated commission of a disciplinary offence by an employee within one year of the date on which the employee is brought to disciplinary or material responsibility or subjected to coercive measures is a systematic violation of employment obligations, provided for by labor legislation and other legal acts on labor, for the previous violation of labor obligations;

5) A single gross breach by an employee of his or her work duties. The list of one-time gross violations of labor duties, which may be followed by termination of employment with an employee, shall be determined in accordance with article 162 of this Code;

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

Termination of an employment contract under paragraphs 2 and 3 of part two of this article is permitted subject to the requirements of article 144 of this Code.

Termination of an employee's employment contract for acts (omissions) is a disciplinary measure and must be carried out in accordance with the procedure and time limits for the application of disciplinary sanctions established by this Code.

Upon termination of an employment contract on the employer's initiative with graduates of general secondary, secondary special, vocational educational organizations, as well as higher educational organizations studying on state grants, An employer who is employed for the first time within three years from the date of the end of the educational organization concerned, before the expiry of the three-year period from the date of conclusion of the employment contract, must notify the local labor authority in writing.

B. Brief analysis

When terminating an employment contract on the employer's initiative, one



should pay attention to the followings:

- both indefinite and fixed-term (before their expiry) employment contracts may be terminated at the employer's initiative;
- the employer is obliged to notify the employee in writing (under the signature) of his intention to terminate the contract of employment (hereinafter disclosed in detail);
- instead of notifying the employee, the employer has the right to replace the warning period with monetary compensation (in such cases, the employment contract may be terminated more quickly, i.e. without the corresponding notice period);
- during the period of the warning, the employee has the right not to work for at least one day per week, with pay for that time, in order to find another job (with the exception of a warning that the employment relationship has been terminated due to an offence (omission) employee);
- termination of the employment relationship in connection with the employee's acts (omission) should be understood as the perpetration by the employee of a systematic violation of work duties, as well as the perpetration by the employee of a single gross violation of work duties;
- if a fixed-term employment contract is terminated early on the employer's initiative (art. 161 TC), an employer may pay a penalty;
- if the employment contract is terminated on the basis of paragraphs 2-3 of part two of article 161 of the Labor Code (reduction; incompatibility of the employee with the position or work performed due to insufficient qualification), the employer shall offer the employee a transfer to another job, the relevant speciality and qualifications of the employee and, in the absence thereof, other work available to the employer.

Important! Upon termination of an employment contract on the employer's initiative with graduates of general secondary, secondary special, vocational educational organizations, as well as higher educational organizations (who is employed for the first time within three years from the date of the end of the educational organization), employer in writing must notify the local labor authority.

IV. Discussion

A. Liquidation of an Organization (Its Separate Subdivision) or Termination of Activities by an Individual Entrepreneur

Termination of an employment contract on the employer's initiative on this ground is carried out by the decision of its founders (participants) or the body of



the legal entity authorized by the founding documents, or termination of activities by the individual entrepreneur. If the employment contract is terminated in connection with the liquidation of the organization, the employer must, within two months, notify the employee in writing (under signature) of his intention to terminate the employment contract. However:

1. The employer is obliged to notify the seasonal worker in writing, under a signature, of his intention to terminate the employment contract in advance not less than seven calendar days upon termination of the employment contract in connection with the liquidation of the organization (its separate subdivision);
2. The employer is obliged to give at least three calendar days' notice to the temporary worker in writing, under a signature, of his intention to terminate the employment contract ahead of schedule in connection with the liquidation of the organization (its separate subdivision);

The agreement of the trade union committee is not required upon termination of the employment contract on the employer's initiative in connection with liquidation of the organization. Upon termination of an employment contract in connection with the liquidation of an organization (its separate subdivision), it is allowed to terminate the employment contract during periods of temporary incapacity for work of an employee, during holidays (any type of labor leave!), during the period in which an employee is released from work in connection with the performance of his or her state or public duties, while on official mission, as well as with pregnant women and workers with children under the age of three.

Upon termination of an employment contract in connection with the liquidation of an organization (its separate subdivision), the employer shall promptly, Within a period of at least two months, submit to the trade union committee or to the relevant trade union association information on the possible release of workers and hold consultations aimed at mitigating the consequences of the release. Also, the employer is obliged to inform the local labor body within two months by submitting to the interdepartmental hardware and program complex «Unified national labor system» data on the upcoming release of each employee with an indication of his profession, Specialties, qualifications and wages [3].

In such cases, the employee must be paid a termination indemnity and given the guarantees provided for in article 100 of the LC. Liquidation of an organization of any organizational-legal form (its separate subdivision) with twenty or more employees is considered mass release of employees. In cases of liquidation of an organization (its separate subdivision) or if there are other reasons provided by law that prevent the re-employment (in a post), the provision of other equivalent work is carried out by local labor authorities. During the period of the warning, the employee is given the right not to work for at least one day per week, with pay for



that time to find another job.

B. Changes in the Number or Number of Employees of the Organization (Its Separate Subdivision), Individual Entrepreneur, due to Changes in Technology, Organization of Production and Labor, Reduction in the Volume of Work (Products, Services)

If the employment contract is terminated due to changes in the number or number of employees of the organization, due to changes in technology, organization of production and labor, reduction of the volume of work (products, services) the employer is obliged in writing at least two months (under signature) to warn the employee of his intention to terminate the employment contract. The termination of an employment contract in the event of "reduction" 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. On this ground it is NOT allowed to terminate the employment contract during periods of temporary incapacity for work of an employee, during holidays (any type of labor leaves), during the period in which an employee is released from work in connection with the performance of his or her state or public duties, while on official mission, as well as with pregnant women and workers with children under the age of three [4].

In the event of termination of an employment contract due to "reduction", the employer shall, in a timely manner, within two months, submit to the trade union committee or the relevant trade union association information on the possible release of employees and shall conduct consultations, aimed at mitigating the effects of release. Also, the employer is obliged to inform the local labor body within two months by submitting to the interdepartmental hardware and program complex «Unified national labor system» data on the upcoming release of each employee with an indication of his profession, specialties, qualifications and wages. Before termination of the employment contract due to "reduction", the employer is obliged to comply with the requirements of article 167 of the LC on the priority right to leave the employees.

Also, before termination of the employment contract due to "reduction", the employer is obliged to offer the employee a transfer to another job, the corresponding specialty and qualifications of the employee, and in the absence of it - other work available to the employer. Termination of the employment contract is permitted if the employee refuses to transfer to another job offered by the employer or if there are no vacancies at the employer. In such cases, the employee must be paid a termination indemnity and given the guarantees provided for in article 100 of the LC. Reduction in the number of employees (staff) as follows:

50 or more employees during thirty calendar days;

200 or more employees during sixty calendar days;

500 or more employees during ninety calendar days are considered as mass



releases of employees.

Local public authorities may suspend, for a period of up to six months, decisions to release workers en masse, with partial or full compensation to the employer for losses caused by the delay. An employer is obliged to hire employees with whom the employment contract was terminated earlier under paragraph 2 of part two of article 161 LC («reduction»), if within six months from the date of termination of the employment contract with the employee;

The organization has a vacancy in the same specialty and qualifications as the employee previously held. During the period of the warning, the employee is given the right not to work for at least one day per week, with pay for that time to find another job. In accordance with article 14 of the Law of the Republic of Uzbekistan of «State pension provision for citizens» by 03.09.1993, №938-XII individuals released in connection with changes in technology, organization of production and labor, reduction in the volume of work, resulting in a change in the number (staff) Workers, or changes in the nature of work, or liquidation of the enterprise and those recognized as unemployed, are entitled to a pension:

Men aged 58 and at least 25 years of work experience;

Women aged 53 and at least 20 years of work experience.

C. Incompatibility of the Employee with the Position or Work Performed due to Lack of Qualification

Upon termination of an employment contract due to incompatibility of an employee with his position or work due to insufficient qualification, the employer is obliged to write at least two weeks in advance (under signature) to notify an employee of his intention to terminate an employment contract (not less than seven calendar days in advance if the employment contract with a seasonal worker is terminated; not less than three calendar days in advance when the employment contract with a temporary worker is terminated). During the period of the warning (two weeks), the employee is given the right not to go to work for at least one day per week, with pay for that time to find another job [5].

Termination of an employment contract in the event of “incompatibility of an employee with his post” shall not be permitted without the prior consent of the trade union committee, if such consent is provided for by collective agreement or collective agreement. On this ground it is NOT allowed to terminate the employment contract during periods of temporary incapacity for work of an employee, during holidays (any type of labor leaves), during the period in which an employee is released from work in connection with the performance of his or her state or public duties, while on official mission, as well as with pregnant women and workers with children under the age of three (in addition, termination of employment at the employer’s initiative with an employee who was on parental



leave until the child was three years old, Due to the incompatibility of the employee with the position or work performed due to lack of qualifications is not allowed within one year from the day of the employee's withdrawal from the parental leave).

Also before the termination of an employment contract on this ground, the employer is obliged to offer the employee a transfer to another job, corresponding to the specialty and qualifications of the employee, and, in the absence of such, other work available to the employer. If it is not possible to transfer an employee to another job because the employee refuses to be transferred to another job offered by the employer or if the employer has no vacancies, the employer is entitled to terminate the employment contract under article 161, paragraph 3, paragraph 2. In such cases, the employee must be paid a termination indemnity and given the guarantees provided for in article 100 of the LC.

D. Systematic Violation of Duties by the Employee

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. It should be noted that the period of one year begins from the moment of committing the first misconduct (for example, on 26 December 2023, the employee was late to work, which was followed by a reprimand. More, On December 24, 2024, the employee was held financially liable for the amount of 17 million for intentional damage to a computer at the workplace. In this case, the employee can terminate the employment contract on Part 4.2 of Article 161 LC (for systematic violation by the employee their work responsibilities)).

It should also be noted that, according to paragraph 4.2 of article 161, disciplinary, material and corrective measures may be provided not only by labor legislation, but also by other legal acts on labor. In the event of termination of an employment contract due to the worker's systematic violation of his work obligations, the employer must, at least three days in advance, notify the employee in writing (under signature) of his intention to terminate the employment contract. Termination of an employment contract for "systematic violation" 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.

On this ground it is NOT allowed to terminate the employment contract during periods of temporary incapacity for work of an employee, during holidays (any type of labor leaves), during the period in which an employee is released from work in connection with the performance of his or her state or public duties, while on official mission, as well as with pregnant women and workers with children under the age of three (in addition, it is not permitted to terminate the employment



contract of pregnant women at the employer's initiative for the worker's systematic violation of work obligations. Also, termination of an employment contract on the initiative of an employer with a woman with a child under three years of age or with a father (guardian) raising a child under three years of age alone is permitted only on the grounds set out in paragraphs 1 (liquidation), 4 (systematic violation of duties) and 5 (single gross violation of duties) of the second part of Article 161 of this Code). When the employment contract is terminated, the employer has no obligation to transfer the worker to another job, pay the severance pay and provide the guarantees provided for in article 100 of the Labor Code for the systematic violation of the employee's employment obligations [6].

It should also be borne in mind that the termination of an employment contract for "systematic violation" is a disciplinary measure and must be carried out in accordance with the procedure and time limits for the application of disciplinary sanctions established by this Code. In particular, the employer is entitled to terminate the employment contract on this ground, but is not obliged to. An employment contract on this ground must be terminated by a person to whom the right to employ an employee has been granted. When terminating an employment contract, the employer must take into account the gravity of the misconduct, the circumstances of its commission, the prior work and the employee's behavior. An order by the employer to impose a disciplinary sanction on an employee with an indication of the reasons shall be communicated to the employee under a signature within three working days from the date of its adoption, not counting the time of absence from work. An employee who is not informed of an order for disciplinary action against him shall be deemed not to be liable to disciplinary action.

The termination of an employment contract in the event of a "systematic violation" is permitted for disciplinary punishment, which is applied directly for the detection of a disciplinary offence, but not later than one month after its discovery (excluding the period of temporary incapacity or leave of absence of the employee) as well as the disciplinary action taken within six months from the date of the commission of the disciplinary offence. Collective agreement, other local acts, An employment contract or an agreement between an employee and an employer may, on the basis of a written application by an employee, provide for unused annual leave upon termination of the employment contract, followed by termination of the employment relationship. However! This procedure DOES NOT apply to the termination of an employment contract for a systematic violation of an employee's work obligations.

E. Single Gross Violation of Duties by the Employee

The list of single gross violations of labor duties that may be followed by termination of employment with an employee may be provided in:



1. Internal labor regulations;
2. An employment contract between the owner and the head of the organization, and an employment contract between the employee and the employer in the cases provided for in this Code (for example, in an employment contract drawn up with an employee of a micro-firm , employee of a self-employed worker, domestic employee);
3. Statutes and regulations on discipline of certain categories of employees.

Thus, there is no explicit listing (enumeration) in the labor legislation of the list of single gross violations of an employee's work duties. In this regard, the legislator gives the participants in the employment relationship the right to choose. In the event of termination of an employment contract due to a one-time gross violation of an employee's work obligations, the employer must give a written notice (under a signature) of his intention to terminate the employment contract at least three days in advance. The termination of an employment contract for "single gross violation" 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.

On this ground it is NOT allowed to terminate the employment contract during periods of temporary incapacity for work of an employee, during holidays (any type of labor leaves), during the period in which an employee is released from work in connection with the performance of his or her state or public duties, while on official mission, as well as with pregnant women and workers with children under the age of three (in addition, it is not permitted to terminate the employment contract of pregnant women at the employer's initiative for the worker's systematic violation of work obligations. Also, termination of an employment contract on the initiative of an employer with a woman with a child under three years of age or with a father (guardian) raising a child under three years of age alone is permitted only on the grounds set out in paragraphs 1 (liquidation), 4 (systematic violation of duties) and 5 (single gross violation of duties) of the second part of Article 161 of this Code).

When the employment contract is terminated for a one-time gross violation of the employee's work obligations, the employer has no obligation to transfer the employee to another job, to pay the severance pay and to provide the guarantees provided for in article 100 of the Labor Code. It should also be borne in mind that the termination of an employment contract for "a single gross violation" is a disciplinary measure and must be carried out in accordance with the procedure and time limits for the application of disciplinary sanctions established by this Code. In particular, the employer is entitled to terminate the employment contract on this ground, but is not obliged to. An employment contract on this ground must be terminated by a person to whom the right to employ an employee has been granted.



When terminating an employment contract, the employer must take into account the gravity of the misconduct, the circumstances of its commission, the prior work and the employee's behavior. An order by the employer to impose a disciplinary sanction on an employee with an indication of the reasons shall be communicated to the employee under a signature within three working days from the date of its adoption, not counting the time of absence from work. An employee who is not informed of an order for disciplinary action against him shall be deemed not to be liable to disciplinary action [7].

The termination of an employment contract for "a single gross violation" is permitted for disciplinary punishment, which is applied directly for the detection of a disciplinary offence, but not later than one month after its discovery (excluding the period of temporary incapacity or leave of absence of the employee) as well as the disciplinary action taken within six months from the date of the commission of the disciplinary offence. Collective agreement, other local acts, An employment contract or an agreement between an employee and an employer may, on the basis of a written application by an employee, provide for unused annual leave upon termination of the employment contract, followed by termination of the employment relationship. However! This procedure DOES NOT apply to the termination of an employment contract for a single gross violation of an employee's work obligations.

Registration of termination of the employment contract: in the event of termination of the employment contract in connection with a single gross violation of the employee's employment obligations, the employer's order must additionally specify a paragraph of the internal labor regulations, In respect of the head of the organization, an item of the employment contract, and in respect of employees subject to the statutes or regulations of discipline, article (paragraph) of the relevant statute or regulation of discipline, providing for a single gross breach of labor duties for which the employment contract with the employee is terminated.

F. Other Reasons (Grounds) Established by the Labor Code and other Laws

The Labor Code provides other reasons (grounds) for the termination of an employment contract on the employer's initiative. These may include articles 441 and 489 of the LC of Republic of Uzbekistan. Under article 441 of the Labor Code, an employment contract with a part-time worker may be terminated:

1. In the case of the employment of an employee for whom this work will be the main one, which the employer shall, in writing, warn the part-timer at least two weeks before the termination of the employment contract, or pay him commensurate monetary compensation;
2. due to the introduction of restrictions on part-time work (according to paragraph 2 of article 433 of the Labor Code, the employer, in agreement



with the trade union committee, may impose restrictions on part-time work in respect of certain professions, professions and positions, taking into account the specific conditions and working regime, if part-time work may harm the health of the worker, other persons or the safety of the production process).

According to article 489 of the LC, in addition to the grounds provided by the LC and other laws, the employment contract with the head of the organization, his deputies, the chief accountant of the organization and the head of the separate division of the organization (we are talking about the head of the branch or representative office of the organization) may be terminated at the initiative of the employer in connection with the change of ownership of the organization.

Conclusion

It should be recognized, the legislation of countries has a direct bearing on the prosperity of business in countries: the more legislation is favorable, the more business will operate openly and without various schemes and schemes. Otherwise, businesses will look for loopholes and hide their true state of affairs. Labor legislation is no exception. An analysis of the Labor Code shows that labor legislation does not correspond to the interests of business and entrepreneurship. The above analysis shows that the conclusion of an employment contract with employees is not in the interests of employers. Why? The answer is simple: under Uzbekistan's labor legislation, terminating an employment contract is too complicated a process. For example, if the employer wishes to terminate the employment contract on his own initiative, the employer must consistently follow the following procedure:

- must notify the employee in writing (under signature) of his intention to terminate the employment contract (art. 165, 494, 499, 506, 511, 518);
- agree with the trade union committee on the termination of the contract of employment (art.164);
- in some cases, and in some categories of workers, it is not prohibited to terminate an employment contract at the employer's initiative (art. 163, 408, 409);
- upon termination of E/C with certain categories of workers, must notify the local labor authority in writing (art., 161, 166);
- in some cases is not entitled to direct termination t/d, the employee should first be offered a transfer to another job (art.144);
- when discontinuing L/C for "single gross violation", attention should be paid to the internal working rules (in some cases the employment

contract itself) (art.162);

- the procedure and time limits for the imposition of disciplinary sanctions should be observed (art. 313-314);
- upon termination of L/C with an employee under Article 161, Part 2, paragraphs 1-3, of the LC, the employee shall be given the right not to work for at least one day per week, with pay for that time to find another job (art. 165);
- attention should be paid to the preferential right to leave work upon termination of an employment contract in connection with “reduction” (art.167);
- comply with the requirements for termination of employment (art. 170);
- the procedure and time limit for the issuance of the employment record book and a copy of the order to terminate the employment contract must be observed (art.);
- to avoid liability (art. 313 of the Labor Code, art. 49 of the Code of the Republic of Uzbekistan on administrative responsibility), it is necessary to pay the worker within the established time and size (art. 172);
- in some cases, severance pay should be paid (art. 173);
- in some cases, workers are guaranteed to maintain their average wages during the job search (art.100);
- in some cases, the worker should be re-employed (art.102);
- in some cases, prior to termination of the employment contract, must suspend the employee (art.151);
- in some cases, when the contract of employment is terminated, a penalty must be paid (if the penalty is stipulated in the contract of employment itself) (art.159).

A review of court decisions on the official complex of the information systems of the Supreme Court of the Republic of Uzbekistan (<https://public.sud.uz/report/CIVIL>) shows that employers generally lose in court proceedings. Among the common mistakes of employers, as a result of which they lose cases, is that they:

1. For a minor offence immediately terminate the employment contract with the employees;
2. Do not take into account the prior conduct of the employee and the employee’s attitude to work;
3. Do not meet the deadlines for termination of the employment contract

specified in the Labor Code of Uzbekistan;

4. Do not provide the employee with a copy of the order about terminating the employment contract;
5. For the same action of the employee, they are punished twice (the second penalty is termination of employment contract);
6. Are not received (or not correctly received) consent of the trade union upon termination of the employment contract;
7. Do not receive an explanatory note before termination of the employment contract;
8. Terminate the employment contract during the employee's «sick leave»;
9. Do not specify the reason for termination of employment contract in their order;
10. Artificially create conditions for dismissal of an employee (exclude an employee from work and terminate an employment contract for allegedly «absence from work»);
11. Terminate an employment contract with certain categories of workers (here: with pregnant women), with whom it is prohibited to terminate an employment contract at the employer's initiative;
12. Do not obtain the consent of the state when terminating the employment contract with certain categories of workers;
13. Do not correctly approve the local acts of the organization (internal labor regulations, collective agreement) in which there is a procedure for terminating an employment contract with an employee;
14. Conduct improper command investigations against an employee;
15. Do not sign orders themselves (in some cases, termination orders have been found to be unlawful because they were issued by persons who DO NOT have the right to employ).

We believe that the procedure for terminating an employment contract with employees at the employer's initiative is too long and complex a procedure that does not correspond to modern social realities and should be reviewed by the legislator. Only then will it be in compliance with article 1 of the Labor Code, where it is noted that the Labor Code regulates individual labor relations and directly related social relations on the basis of balance and harmony of interests of employees, employers and the state. The balance of interests must be respected, even at the stage of termination of the employment contract.

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