



## Research Article

# THE PROCEDURE FOR TERMINATING A FIXED-TERM LABOR CONTRACT IN THE LABOR LEGISLATION OF THE REPUBLIC OF UZBEKISTAN

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## ABSTRACT

The article analyzes the expiration of the term of the labor contract as a basis for terminating or amending the contractual relations. In this article discussed the procedure for terminating a fixed-term labor contract due to the expiration of its term. The author also identified the legal consequences arising from the termination of this contract before the expiration of its term. In addition, the article examines the special features of terminating fixed-term labor contracts with pregnant women.

## KEYWORDS

labor contract, labor relations, employee's rights, employer's interests, term of the contract, fixed-term labor contract, termination, changing of the contract, expiration.

## INTRODUCTION

Today, the establishment of full-fledged official labor relations in the private sector is one of the main directions of the social policy of our country. In particular, one of the goals set out in the new Uzbekistan development strategy for 2022 – 2026 [1] is to provide 450,000 unofficially employed citizens with full access to their social guarantees and benefits by helping to legalize their employment, and to achieve this goal, the development of an appropriate strategy

for reducing employment in the informal sector is defined.

It should be noted that the provision of official employment falls on more entrepreneurs. For this, entrepreneurs should not suffer as a result of hiring employees, the reason is that the main goal of entrepreneurship is to earn more income at a lower cost. It follows from this that entrepreneurs prefer to

hire an employee for little money and perform temporary work at no cost, rather than pay social tax payments for each hired employee, hire an employee with an labor contract and give him all the guarantees according to the labor law. As a result, informal employment among the population continues to grow.

In law enforcement practice, situations arise in which the employer enters into a service contract for a fee instead of a labor contract when performing work. However, at that moment the employer have a vacancy, but he looks for ways to bypass the law when he cannot conclude a fixed-term labor contract. Because it is easy to terminate a fixed-term labor contract. In order for such a labor relationship to end, it is enough that the term expires. Nevertheless, labor law has established specific norms for the termination of a fixed-term labor contract. And these rules are not simple.

### METHODS

In writing this scientific article, methods of fundamental, analysis, synthesis, comparative-legal analysis of Law Research were used. In particular, the modern demand for a fixed-term employment contract through the method of fundamental analysis was justified as a result of theoretical-ideological views. The problems identified by the analysis method were thoroughly analyzed and the conclusions made by the synthesis method were generalized. Using the method of comparative-legal analysis, the procedure for terminating a fixed-term employment contract in developed foreign countries and the current national legislation were studied in comparison.

### RESULTS

The new Labor Code, which entered into force on April 30, 2023 [2], provides employers with wide

opportunities in the process of concluding a fixed-term labor contract, the rights of which are extended. This is assessed positively on the one hand, and has a slightly negative effect on the provision of labor rights of employees on the other hand.

As we all know, in the old Labor Code, the employer could conclude a fixed-term labor contract only in three cases. That is, it provides that the nature of the work, the interests of the employee, certain categories of employees (the head of the enterprise, his deputies, the chief accountant) are taken into account and can be established only in cases established by law.

It would not be an exaggeration to say that the extension of these foundations in the new Labor Code became the same provision for private business entities. According to Article 112 of the Labor Code, employers can conclude a fixed-term labor contract in ten cases without any restrictions. Under Article 113, however, the employer may enter into a fixed-term labor relations in agreement with the employee. In this norm, eight cases are listed, in the presence of these cases, the parties can conclude an agreed-upon term labor contract. It should be remembered that the established grounds in question are a limitation. That is, the employer is not allowed to conclude a fixed-term labor contract at any time. In particular, Article 111 of the LC provides that if a fixed-term employment contract is concluded taking into account the provisions of Article 112 or 113 of the LC, it is justified to conclude this agreement with the employee.

Just as the conclusion of a fixed-term labor contract is based on certain rules, its termination has special aspects too. The fact that the basics and procedure for terminating a labor contract are clearly outlined in the legislation does not indicate that there are no problems in this matter. However, a number of mistakes and shortcomings made by employers in the

termination of a labor contract are also the reason for the loss of their reputation in the future. In particular, the large number of occurrences of employees being illegally fired by heads of budgetary organizations – can also lead to a weakening of citizens' confidence in government agencies.

In practice, one of the most difficult issues is termination of a fixed-term labor contract. Its complexity lies in the fact that very often, upon termination of a fixed-term labor contract, the law enforcement officer has to find out whether this contract is urgent from a legal point of view. To resolve this issue, you should refer to the text of the labor contract, since at its conclusion the parties (or one of them) determine the urgent nature of the relationship they establish. And if the contract is actually such, then only then it is subject to termination on an independent basis (due to expiration) and special rules provided for this type of labor contract. In other cases, an labor contract cannot be terminated on this basis and, accordingly, according to the rules established specifically for this reason for termination of the contract.

Termination of employment contract is one of the important institutions of labor law and has always been the focus of attention of scientists. In this regard, some scholars have discussed the application of the concepts of "termination of employment contract", "suspension of employment contract" and "dismissal" in labor law and legislation [3, 95].

According to Article 158 of the Labor Code an labor contract concluded for a specific period (fixed-term labor contract) may be terminated upon expiration of its term. The party who decided to terminate the individual employment relationship on this basis must notify the other party in writing of the termination of the labor contract due to its expiration at least three

calendar days before the termination of the labor contract.

Contract can be terminated either on the day the contract expires or within one week (seven calendar days) after its expiration. Extension of the weekly period is not provided for by labor legislation, i.e. neither illness, nor the absence of the employee from work for other reasons during this period, nor the absence of the head of the enterprise at this time will extend the established weekly period.

The countdown of the seven-day period begins on the day following the day of expiration of the labor contract. If the end of the seven-day period falls on a non-working day, then its end.

### DISCUSSION

The Labor Code associates the termination of a fixed-term labor contract concluded during the performance of the duties of an absent employee with a combination of two legal facts: the will of one of the parties to terminate the contract and the return of the absent employee to work as the moment the contract expires.

The situation of the "main" employee's absence from work is not regulated by law. For example, an absent employee may, without waiting for the end of his vacation, resign of his own free will. It is possible that the employment relationship with the "main" employee may be terminated due to circumstances beyond the control of the parties, such as his death, recognition as missing, etc.

In judicial practice, the elimination of the circumstances that served as the reason for concluding a fixed-term employment contract is the basis for the automatic transformation of fixed-term employment relationships into indefinite ones [4, 264].

Also problematic is the situation of the “main” employee returning to work early from parental leave without warning the employer. Obligated to quickly terminate the employment relationship with a “temporary” employee, the employer often does not have time to draw up the relevant documents in a timely manner, and the “temporary” employee himself does not have time to prepare for the termination of the labor contract.

But the new labor code resolved this issue. Article 114 of the Labor Code stipulates that one of three methods should be used to determine the term of a fixed-term labor contract. The third method is necessary for this situation: the definition of the entity, with the establishment of which a fixed-term labor contract is entered into (such as the object and operation, the exit of the temporarily fired worker, or the temporary replacement of the temporary labor agreement with another worker, etc.).

In addition, part 2 of Article 408 of the Code stipulates the following provision: If a fixed-term labor contract expires during a woman’s pregnancy, the employer is obliged, upon her written application and upon provision of a medical certificate confirming the state of pregnancy, to extend the term of the employment contract until the end of the pregnancy, and when granting her maternity leave - until the end of such leave. A woman whose labor contract has been extended until the end of her pregnancy is obliged, at the request of the employer, but not more than once every three months, to provide a medical certificate confirming the state of pregnancy. If the woman actually continues to work after the end of her pregnancy, then the employer has the right to terminate the employment contract with her due to its expiration within a week from the day the employer

learned or should have learned about the end of the pregnancy.

It should be noted that Miryoqub Rahimov, a legal scholar, expressed the following opinion regarding these guarantees: “According to Article 4 of the current Labor Code, pregnant women are assessed as persons in need of higher social protection, providing them with special care. This does not violate the principle of equality in law. We will show this by analyzing the guarantees that are given to pregnant women” [5, 316].

The above guarantee may cause certain difficulties for the employer, but in contrast to the old code, the new code stipulates that it is possible to terminate a fixed-term employment contract with women who have children under the age of three.

### CONCLUSION

Therefore, scientist Shukhrat Ismailov put forward the following opinion: “employers today are in favor of abolishing many provisions of the Labor Code, which may allow them to operate freely in market conditions. In particular, payments to the employee for the period when he was not directly engaged in work put employers in a difficult position in organizational and financial terms” [6, 585].

Therefore, it is essential for the legislator to define the conclusion point of a fixed-term employment contract made while an employee is absent and actively performing duties. Additionally, there is a need to establish legal guidelines for addressing the repercussions of absenteeism and the premature departure of the primary employee. This measure aims to decrease the occurrence of labor disputes between the employer and the temporary employee. Implementing a consistent approach to resolving these



issues will safeguard the rights of all parties involved in employment relations.

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