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Principal Directions for Improving the Labor Legislation of The Republic of Uzbekistan With Due Regard for The Interests of Employers and Business

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Abstract

This article presents a research-and-practice analysis of systemic enforcement problems of the Labor Code of the Republic of Uzbekistan and related regulatory acts, identified in the practice of large-scale industrial business. Drawing on eight legal conflicts – ranging from the disproportionate financial liability of the employer for delayed payments and the unregulated status of distance learning to the absence of a clear distinction between employment and civil-law contracts – the article substantiates concrete proposals for improving the legislation. The methodological framework is the comparative-legal and formal-legal analysis of the provisions of the legislation of the Republic of Uzbekistan, as well as of the international labor standards of the ILO. The article concludes that a systemic balancing of employee protection and the predictability of the regulatory environment for the employer is necessary as a precondition for the investment attractiveness of the country's economy.

Keywords: Labor law, Labor Code of the Republic of Uzbekistan, employer, business environment, financial liability, individual labor dispute, civil-law contract, distance learning, dual education, social partnership, downtime.

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1. Introduction

The tectonic changes in the conduct of business in Uzbekistan towards radical improvement have also brought about changes in related spheres – in particular, in the dynamics of the unemployment rate, job creation, the improvement of gender aspects of employment and remuneration, and the revision of labor legislation. As a result, the unemployment rate has been steadily declining from its 2020 peak (10.5% during the COVID-19 pandemic). According to the IMF's 2026 Article IV report and the World Bank, by the end of 2025 the indicator had reached 4.8%, which corresponds to the targets of the «Uzbekistan-2030» Strategy.

The World Bank's «Country Gender Assessment Uzbekistan» report (2024) notes Uzbekistan's significant progress in the regulatory provision of gender equality, including the adoption of the 2022 Labor Code, which guarantees equal pay and removes occupational restrictions for women. Uzbekistan ranked among the top five reformingcountries in the «Women, Business and the

Law» index for 2024.

Histogram No. 1.

DYNAMICS OF THE UNEMPLOYMENT RATE, 2019–2025

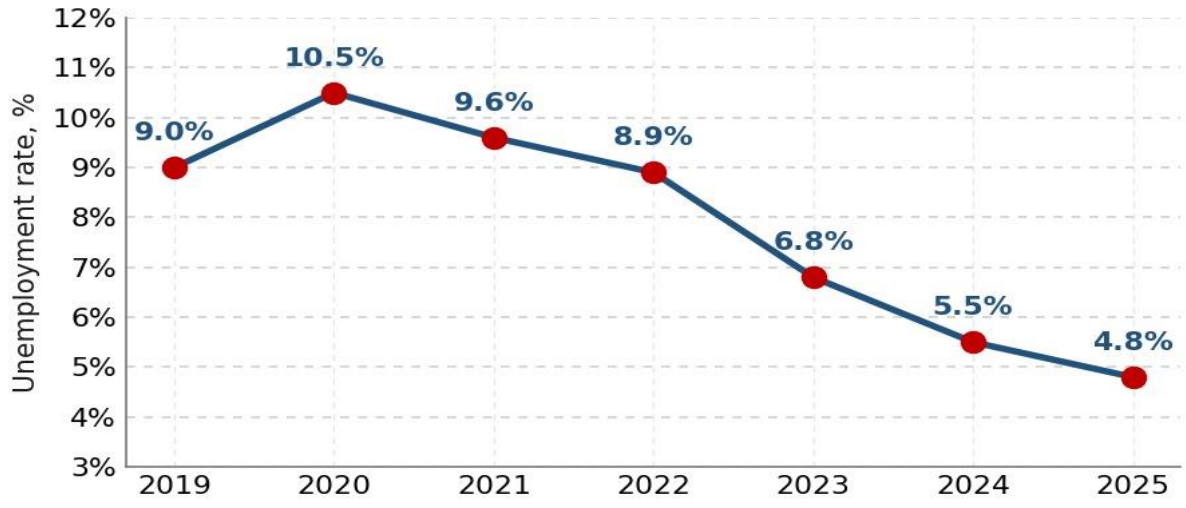
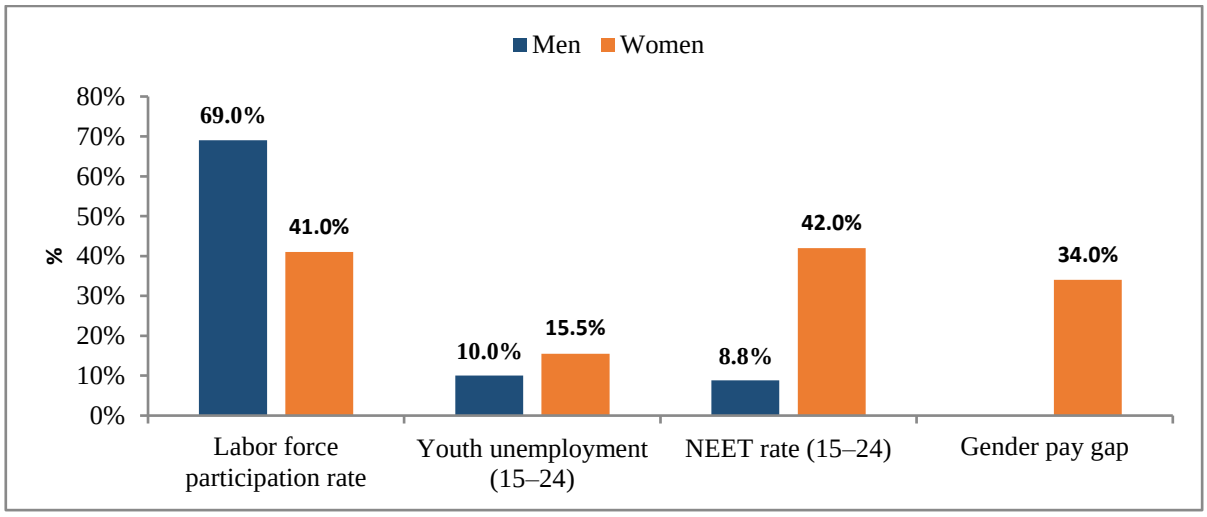


Chart No. 2.

GENDER GAPS IN THE LABOR MARKET

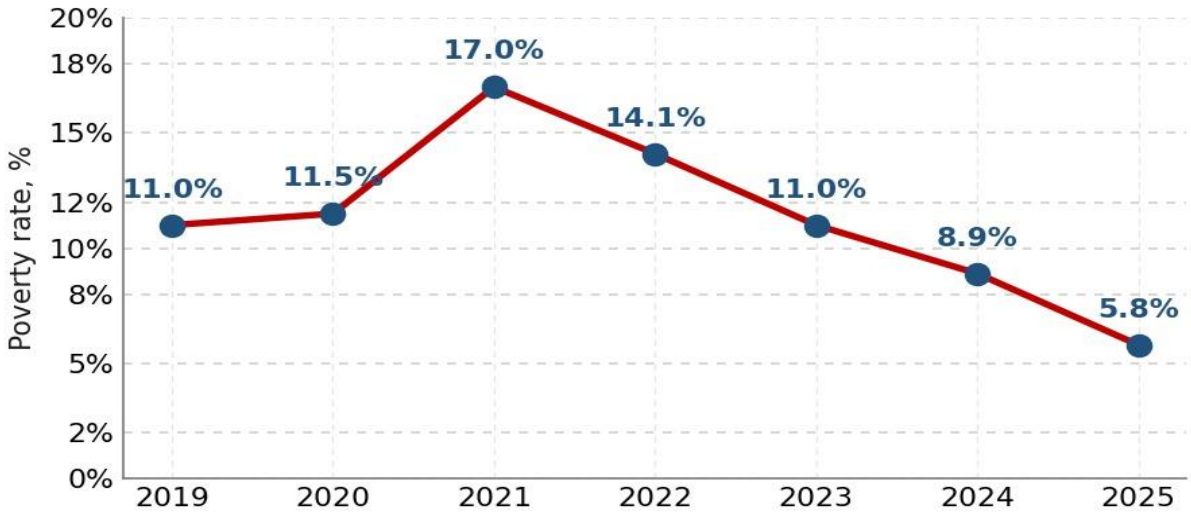
OF UZBEKISTAN, 2021–2024



World Bank estimates show that, if women's participation in the economy were brought into line with that of men, Uzbekistan's national income could grow by 29%. A simple equalization of wages would lift more than 700,000 people out of poverty. The poverty rate in Uzbekistan declined substantially over 2021–2025 – from 17% to 5.8% (under the national methodology agreed with the World Bank). According to the World Bank, in 2025 income growth was «pro-poor» – that is, it affected the lower deciles of the distribution to a greater extent, which improved the Gini coefficient from 34.6 to 32.7.

Histogram No. 3.

POVERTY RATE IN UZBEKISTAN, 2019–2025.



In 2023, Uzbekistan became a «pathfinder country» in the UN Secretary-General's initiative «Global Accelerator on Jobs and Social Protection for Just Transitions». The program is implemented jointly with the ILO, UNDP, UNICEF, UN-Women and the World Bank, with the support of the UN Joint SDG Fund and the participation of the European Union.

Table No. 4.

COOPERATION WITH INTERNATIONAL ORGANIZATIONS

Organization	Key areas and volumes of support
ILO	Decent Work Country Programme 2021–2025; the project «Transition from the Informal to the Formal Economy» (2021–2023); Global Accelerator on Jobs and Social Protection (Uzbekistan – a pathfinder country since 2023). Support for the ratification of 27 conventions on human rights and labor standards.
IMF	Article IV consultations (annually); Financial Sector Assessment Program (2024–2025); technical assistance in the area of fiscal policy, rationalization of the wage fund, and pension-system reform.
World Bank	Country Partnership Framework 2022–2026; Country Gender Assessment 2024; financing of social protection, labor-market reforms, and access to employment. A partner in the UN Global Accelerator.

Organization	Key areas and volumes of support
EBRD	Transition Reports 2023–24, 2024–25, 2025–26; financing of infrastructure, the private sector, and SME support. GDP growth forecast: 6.7% (2025), 6.0% (2026).
ADB	Country Partnership Strategy 2024–2028 (three pillars: green economy, private sector, human capital). Cumulative financing volume: USD 13.4 billion (267 projects). In 2020–2024 alone – over USD 5.41 billion.
European Union	GSP+ since 10 April 2021 (ratification of 27 conventions on human rights, labor, and the environment); the EPCA was signed on 24 October 2025. Trade volume in 2024 – EUR 4.8 billion (a twofold increase since 2020). Financial assistance in 2021–2024 – EUR 83 million. The Global Gateway package for the Central Asia region – EUR 12 billion.

The adoption of the Labor Code of the Republic of Uzbekistan in a new edition and its entry into force on 30 April 2023 marked the transition of national labor legislation to a qualitatively new level: for the first time in the period of independence, the regulation of labor was systematically reworked with due regard for international standards and the realities of a market economy. At the same time, as the first years of enforcement practice show, a number of the new Code's institutions require additional fine-tuning, and certain provisions, in light of the amendments introduced into the existing legislation, come into conflict with adjacent branches of legislation – administrative, civil, and educational. Inlight of this, we note the need for additional adaptation measures, such as the introduction of amendments and a number of clarifying, specifying provisions into the Labor Code. As the domestic researcher P.Kh. Khashimov rightly observes, «… the States that have adopted new labor codes have encountered a common problem: norms borrowed from Western European or Russian experience often failed to take into account the real structure of employment, the level of legal awareness of employees and employers, and the capacities of law-enforcement bodies. Effective reform requires not copying, but adaptation» . In her monograph devoted to a comparative analysis of labor reforms in China, Professor Cynthia Estlund (Crystal Eastman Professor of Law, New York University School of Law) reaches a conclusion that is relevant to other transition-economy jurisdictions as well. In her well-founded view: «Labor-law reform in a developing economy cannot be confined to a formal copying of Western models; its effectiveness is determined by the extent to which the new norms are aligned with the real structure of employment, the level of legal awareness of the parties to the employment relationship, and the institutional capacities of enforcement». Professor Takashi Araki, Head of the Chair of Labor Law at the Faculty of Law of the University of Tokyo and former President of the Japan Labor Law Association, in his monograph «Labor and Employment Law in Japan», prepared at the request of the Japan Institute of Labor, formulates a thesis of universal significance for other jurisdictions of the continental legal family as well: «The flexibility of labor law in modern conditions does not mean deregulation; on the contrary, it requires more precise and detailed regulation, under which both the employee clearly understands the scope of the guarantees afforded to him and the employer understands the limits of the liability imposed upon him; legal certainty for both parties to the employment relationship is in itself a value» . In the monograph «Law and Fair Work in China: Making and Enforcing Labor Standards in the PRC», published by Routledge in the series «Routledge Contemporary China», a group of Australian and Chinese scholars led by Professor Sean Cooney (Melbourne Law School), Professor Sarah Biddulph (Melbourne Law School) and Professor Ying Zhu (University of South Australia) formulate an observation of significance for assessing the effectiveness of labor

legislation in any transition economy: «The effectiveness of labor legislation is determined not by the degree of protection formally enshrined in the text of the code, but by the system's ability to ensure the actual application of those norms; the gap between the level of protection laid down in the norms and the actual level of enforcement becomes an independent source of legal uncertainty and undermines the confidence of both employees and employers in labor legislation as a whole» . In addition, the Russian researchers A.M. Lushnikov – Doctor of Law and Doctor of History, Professor, Head of the Chair of Labor and Financial Law at the P.G. Demidov Yaroslavl State University – and M.V. Lushnikova – Doctor of Law, Professor at the same university – in their fundamental work «Kurs trudovogo prava» («A Course of Labor Law») likewise note that «the flexibility of labor law does not mean deregulation: it means the precision of regulation – such that the employee knows his rights, the employer knows his obligations, and both can build long-term relationships without excessive transaction costs» .

The Decree of the President of the Republic of Uzbekistan «On the Development Strategy of New Uzbekistan for 2022–2026» of 28 January 2022, No. UP-60, expressly names, among its priorities, the improvement of the business climate and the formation of a predictable legal environment for entrepreneurial activity. Modern labor-law scholarship has long substantiated the thesis that national labor legislation must ensure not only the protection of the employee as the economically weaker party, but also the preservation of a balance of interests with the employer, since excessive regulation, by raising the costs of business, ultimately translates into reduced employment and lower real wages. The Russian researchers K.N. Gusov – Honoured Scientist of the Russian Federation, Academician of the Russian Academy of Social Sciences, Doctor of Law, Professor, Head of the Chair of Labor Law and Social Security Law at the Moscow State Law Academy – and V.N. Tolkunova, Doctor of Law, Professor, point out in this connection that labor law is a branch in which the need to seek a compromise between the social protection of the employee and the economic efficiency of production is manifested with particular acuteness . In addition, Professor Paul Davies (University of Oxford, Allen & Overy Professor of Corporate Law; formerly of the London School of Economics) and Professor Mark Freedland (St John's College, University of Oxford), in their fundamental work «Labor Legislation and Public Policy: A Contemporary History», formulate a principle that deserves to be taken into account in the design of any labor-law reform: «Labor law is best understood as a body of rules that seeks to reconcile the inherent conflict of interest between employers and employees and to distribute between them the gains from productive activity in a manner that society regards as fair» . Sir Otto Kahn-Freund – QC, Fellow of the British Academy (FBA), Professor of Comparative Law at the University of Oxford (formerly Professor at the London School of Economics), one of the founders of British labor law – in his remarkable work «Labor and the Law» likewise observes that «the central problem of labor law is the problem of power: the contract of employment is concluded between parties of unequal bargaining power, and the law must therefore intervene to redress this imbalance, yet without destroying the incentive to provide employment» .

We share the view of Professor S. Deakin (Professor of Corporate Governance at the University of Cambridge) and F. Wilkinson (Emeritus Reader in Applied Economics at the University of Cambridge, Visiting Professor at Birkbeck College, University of London), expressed in their work «The Law of the Labor Market: Industrialization, Employment, and Legal Evolution», published in Oxford, that «an exclusive focus on the protection of workers' rights, without regard to the competitive needs of enterprises, risks creating a legal framework so burdensome that it will impede job creation and ultimately harm the very workers it is intended to protect» .

The relevance of the present study stems from the fact that, following the 2022–2023 reform, a body of problematic issues has accumulated in the enforcement practice of Uzbekistan that calls not for a doctrinalrethinking of the branch's basic constructs, but for targeted, pinpoint adjustments to labor legislation. The demand for such adjustments comes both from the relevant regulators and from the business community itself – especially from large industrial enterprises with foreign investment, for which legal certainty is one of the key elements of an investment decision. In this connection, the World Bank, in its annual publication «Doing Business 2020: Comparing Business Regulation in 190 Economies», notes that «regulatory certainty – the ability of an employer to predict the legal consequences of its decisions – is in itself a form of investment climate. Where the law is ambiguous or internally contradictory, the cost of compliance rises not because the rules are

strict, but because they are unpredictable». In addition, the Organization for Economic Co-operation and Development (OECD) likewise notes that «the body of available evidence indicates that what matters most to investors is not whether labor standards are high or low in absolute terms, but whether they are clear, stable, and consistently enforced. The principal deterrent is uncertainty, not stringency». The Chinese researcher Ch. Wang has likewise observed that «legal stability and predictability are the core elements of the business environment. As regards labor law, employers need not low standards but clear standards – an institutional environment that makes it possible to calculate compliance costs in advance and to avoid legal risks».

The aim of the present research-and-practice article is to substantiate and formulate a set of concrete, legally precise proposals for improving the Labor Code of the Republic of Uzbekistan and related regulatory acts, with due regard for the interests of employers and business while preserving the general protective character of labor law. Such a twofold orientation accords with the contemporary understanding of the tasks of labor law: Professor Hugh Collins (London School of Economics and University of Oxford) shows that modern labor law simultaneously pursues several goals – enhancing the competitiveness of business and affording the employee strengthened protection of his fundamental rights – and the effectiveness of regulation is measured by the extent to which these goals are reconciled, rather than one sacrificed for the other .

Achieving this aim presupposes the resolution of the following tasks: first, to identify the most significant conflicts and gaps in the current regulation; second, to carry out a comparative-legal analysis of them against the norms of civil legislation and international standards; third, to propose editorially complete wordings of the amendments to the Labor Code.

The object of the study is the social relations arising in the sphere of the legal regulation of labor in the Republic of Uzbekistan; the subject is the provisions of the Labor Code of the Republic of Uzbekistan, the Code of Administrative Liability, the Law «On the Contractual and Legal Framework for the Activities of Economic Entities», and other regulatory acts governing particular aspects of labor and related relations.

2. Methods

The methodological basis of the study comprised general-scientific and specialized methods of legal cognition. The principal analytical tool was the formal-legal method, which made it possible to carry out a systemic interpretation of the provisions of the Labor Code of the Republic of Uzbekistan and to identify internal contradictions in their structure. The comparative-legal method was applied in comparing the employer's liability for delayed payments (Art. 333 of the Labor Code) with the regulation of the penalty (neustoika) for breach of commercial obligations (Art. 25 of the Law «On the Contractual and Legal Framework for the Activities of Economic Entities»), as well as in comparing national norms with the provisions of the Conventions and Recommendations of the International Labor Organization (ILO).

The systemic-structural method was used to assess the internal consistency of the institutions of «guarantees for employees combining work with study», «social partnership», «remuneration for downtime and for failure to meet labor norms», and «individual labor disputes». The method of legal modelling made it possible to propose editorially complete wordings of the amendments to the regulatory acts.

The empirical basis of the study comprised: the Labor Code of the Republic of Uzbekistan; the Civil Code of the Republic of Uzbekistan; the Code of the Republic of Uzbekistan on Administrative Liability; the Law of the Republic of Uzbekistan «On the Contractual and Legal Framework for the Activities of Economic Entities»; the Law of the Republic of Uzbekistan «On Trade Unions»; the Law of the Republic of Uzbekistan «On Education»; decrees, resolutions, and orders of the President of the Republic of Uzbekistan and the Cabinet of Ministers of the Republic of Uzbekistan, including the Decree of the President of the Republic of Uzbekistan of 4 August 2025 No. UP-126 «On Additional Measures to Improve the System of Labor Relations and Vocational Training and to Incentivize Employers» ; the international instruments of the ILO – Conventions No. 87 and No. 98, Recommendation No. 148 «Paid Educational Leave Recommendation» of 1974, and Recommendation No. 198 «Employment Relationship Recommendation» of 2006.

The theoretical basis of the study was the work of recognized specialists in the field of labor law: the eminent British labor-law scholar Sir Bob Hepple; Professor Takashi Araki, Head of the Chair of Labor Law at the Faculty of Law of the University of Tokyo; the French scholar Alain Supiot, Professor at the Collège de

France; Professor S. Deakin of the University of Cambridge; Professor Dieter Euler, Professor of Educational Economics at the University of St. Gallen (Switzerland); Professor J. Morris; Professor Sean Cooney (Melbourne Law School); Professor Sarah Biddulph (Melbourne Law School); Professor Ying Zhu (University of South Australia); Professor Paul Davies (University of Oxford); Professor Mark Freedland (St John's College, University of Oxford); the Chinese researcher Ch. Wang; and the Russian researchers A.M. Lushnikov, M.V. Lushnikova, K.N. Gusov, V.N. Tolkunova, and N.L. Lyutov.

Use was also made of materials from official online resources: the National Database of Legislation of the Republic of Uzbekistan (lex.uz), the official website of the Central Bank of the Republic of Uzbekistan (cbu.uz), and the ILO's NORMLEX information system (ilo.org).

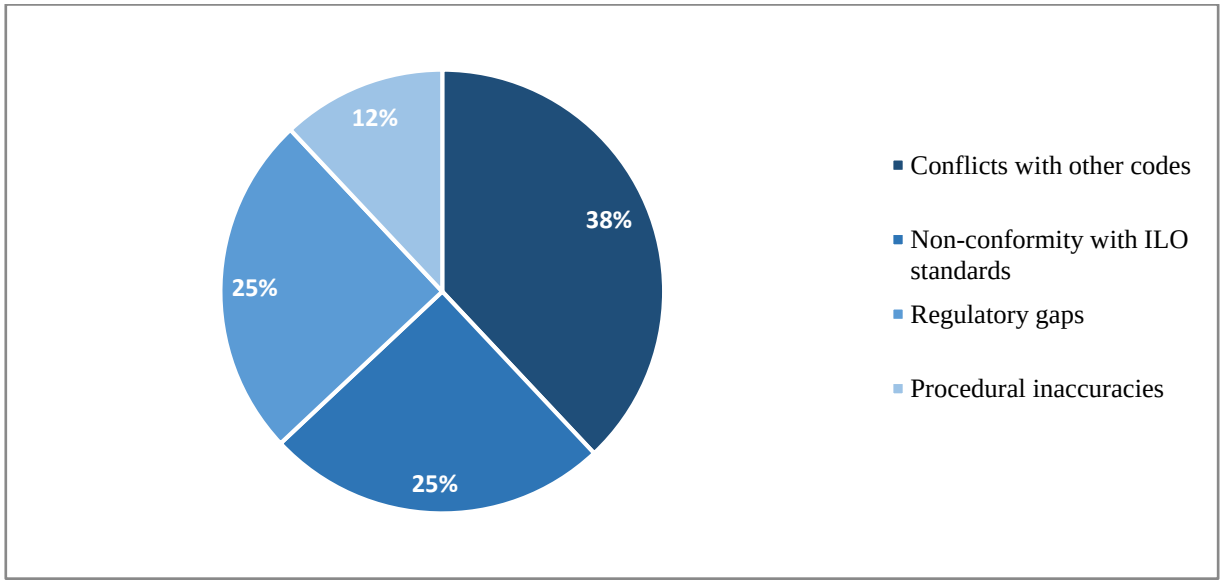
3. Results

Sir Bob Hepple, an eminent British labor-law scholar, former Master of Clare College, Cambridge, and one of the initiators of the large-scale reform of British anti-discrimination legislation, in his monograph «Labor Laws and Global Trade» soundly observed that «a labor-law reform that is not preceded by a rigorous analysis of the established enforcement practice – of how the existing norms are actually applied, by whom, and with what consequences – risks producing legislation that solves no genuine problem and generates new ones; the best reforms are those directed against concrete, documented dysfunctions» . As a result of the analysis carried out, eight principal directions requiring legislative improvement have been identified and systematized.

Chart No. 5.

DISTRIBUTION OF THE IDENTIFIED PROBLEMS

BY TYPE OF LEGAL CONFLICT



They are set out below in a logical sequence – from questions of administrative consistency, through substantive-law and procedural problems, to the conceptual constructs of the branch.

1. Aligning the Code of Administrative Liability with the reform of the system of labor relations. By paragraph 2 of the Decree of the President of the Republic of Uzbekistan of 4 August 2025 No. UP-126 «On Additional Measures to Improve the System of Labor Relations and Vocational Training and to Incentivize Employers», the mandatory submission by employers of reports on the availability of vacant jobs was abolished as of 1 September 2025. However, Arts. 50 and 229 of the Code of the Republic of Uzbekistan on Administrative Liability, which establish liability, respectively, for the breach of legislation on providing the population with work and for the concealment of free

(vacant) jobs, have not ceased to operate. The resulting legal situation contradicts the principle of certainty of legal regulation enshrined in the Law of the Republic of Uzbekistan «On Normative-Legal Acts»: the employer has been relieved of the obligation to submit reporting yet formally continues to bear liability for failing to submit it.

Such an asynchrony between subordinate and codified regulation impedes the formation of a predictable environment and provokes the risks of arbitrary enforcement. From a practical standpoint, amid the mass inspection activity of the supervisory and oversight bodies, even a formally eliminated offence may become a ground for holding the employer liable until the corresponding norm is excluded from the text of the Code of Administrative Liability of the Republic of Uzbekistan.

Proposal: to amend the Code of the Republic of Uzbekistan on Administrative Liability and to exclude from Arts. 50 and 229 the provisions on liability for the concealment and non-submission of information on free (vacant) jobs, with a simultaneous corresponding adjustment of the offences and sanctions.

2. Proportionality of the employer's liability for the delay of payments due to the employee. Under Art. 333 of the Labor Code of the Republic of Uzbekistan, where the employer breaches the deadline for the payment of wages, holiday pay, payments upon termination of the employment contract, and/or other payments due to the employee, the employer is obliged to pay them together with interest (a monetary compensation) calculated on the basis of the refinancing rate of the Central Bank of the Republic of Uzbekistan in effect at the relevant time, for each day of delay . The amount of the monetary compensation due to the employee is set at ten percent of the refinancing rate.

It should be noted that the concept of the «refinancing rate of the Central Bank of the Republic of Uzbekistan» is a financial instrument used by national/central banks of States and has no legal construction as an element for determining the amount of a fine/penalty/compensation. Setting the amount of the monetary compensation due to the employee on the basis of the refinancing rate of the Central Bank of the Republic of Uzbekistan may result in the amount of that compensation being volatile in various situations. To explain: the Central Bank of the Republic of Uzbekistan regularly, according to a pre-approved schedule, holds meetings at which it considers, among other things, the level of the refinancing rate – whether to decrease or increase it – based on various financial and economic indicators. A situation may arise in which the Central Bank, for several months in a row, may either raise or lower the refinancing rate, which will adversely affect the enforcement of Art. 333 of the Labor Code of the Republic of Uzbekistan both for employees and for employers, as well as for judges.

In this connection, by way of comparison, Art. 25 of the Law of Uzbekistan «On the Contractual and Legal Framework for the Activities of Economic Entities» establishes that, in cases of delay in the delivery of goods, short delivery, non-performance of work, or non-provision of services, the supplier (contractor) pays the buyer (customer) a penalty (penya) of 0.5% of the value of the unperformed part of the obligation for each day of delay, with the total amount of the penalty not to exceed 50% of the value of the goods not delivered, the work not performed, or the services not rendered . In this connection, we refer to the view of a group of authors led by R. Blanpain (1932–2016) – Emeritus Professor of Law at the Catholic University of Leuven (KU Leuven, Belgium), a specialist in European and comparative labor law and founder of the International Encyclopedia of Laws – who note that «the employer's liability for delayed wages should correspond to – but not exceed – the liability applied to analogous commercial obligations. A divergence between the two generates irrational incentives and exposes employers to liability bearing no relation to the actual harm suffered by the employee».

It should be noted that, at the Central Bank of the Republic of Uzbekistan's current key rate, the actual amount of the daily compensation to the employee under Art. 333 of the Labor Code is currently 1.4% of the overdue sum, while its maximum amount is not limited by any cap. Thus, the sanction for the breach of a labor obligation substantially exceeds the sanction for the breach of a commercial obligation between entrepreneurs. This contradicts the general legal principle of the proportionality of liability to nature and gravity of the offence, as well as the general rule of civil legislation on the relationship between the penalty (neustoika) and damages. In this connection, Professor S. Deakin of the University of Cambridge and Professor J. Morris, in their fundamental work «Labor Law», cited as an authoritative source by the appellate courts of a number of jurisdictions, formulate an important methodological principle that deserves attention:

«Pecuniary sanctions in labor law must bear a relation to prevailing commercial rates; where the statutory rate significantly exceeds market rates or those applied in civil-law transactions, it ceases to perform a compensatory function and acquires an expropriatory character» .

The absence of a cap on compensation creates a situation in which even a conscientious employer, faced with temporary financial difficulties, bears unlimited liability capable of exceeding the original debt many times over. From the standpoint of labor-law theory, such a model contradicts the compensatory-restorative function of financial liability and takes on the character of a punitive sanction. In this connection, we refer to the view of the French scholar Alain Supiot, Professor at the Collège de France and author of the fundamental report of the European Commission on the future of labor law, known as the «Supiot Report», who soundly observes in one of his key works: «Sanctions for the breach of labor obligations, whether imposed on the employer or on the employee, must be proportionate to the harm caused and must not lead to irreversible economic damage to the breaching party; a punitive logic is inadmissible in a system originally intended for restoration rather than for punishment» . In addition, as the Russian scholars K.N. Gusov and V.N. Tolkunova note: «The principle of proportionality in labor law requires that measures of legal liability correspond to the gravity of the offence and not turn from a compensatory instrument into an instrument of pressure. An unlimited penalty (neustoika) is incompatible with the protective – rather than punitive – nature of labor-law liability».

Thus, we consider that the establishment of compensation for the non-payment or delayed payment of an employee's wages must have a protective and restorative function, comply with the principles of proportionality, not be punitive towards the employer, and not be of unlimited character.

Table No. 6.

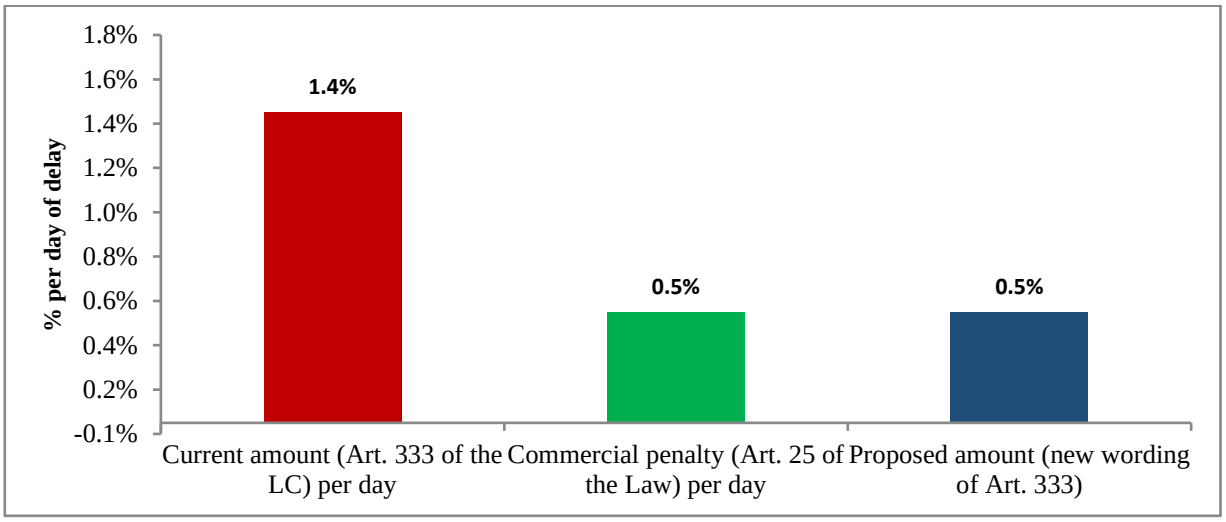
COMPARATIVE ANALYSIS OF COMPENSATION FOR DELAYED PAYMENTS BY THE EMPLOYER (Art. 333 of the LC RUz)

Criterion	Art. 333 of the LC RUz (current)	Art. 25 of the Law on the Contractual and Legal Framework for the Activities of Economic Entities	Art. 333 of the LC RUz (proposed)
Calculation base	CB rate (variable)	Fixed rate	Fixed rate
Penalty per day	≈ 1.4% (of RR × 10%)	0.5%	0.5%
Maximum amount	Not capped	50% of the debt	50% of the debt
Volatility	High (depends on the CB)	None	None
Function of the sanction	De facto punitive	Compensatory	Compensatory

Compliance with the principle of proportionality	Breached	Observed	Observed

Histogram No.7.

COMPARISON OF SANCTIONS FOR DELAYED PAYMENTS



Proposal: to amend Art. 333 of the Labor Code of the Republic of Uzbekistan by establishing, by analogy with the regulation of obligations between legal entities, compensation of 0.5% for each day of delay, provided that the total amount of compensation does not exceed 50% of the sum unpaid to the employee. This approach will ensure a balance between the protection of the employee and the proportionality of liability.

3. Guarantees for employees studying through the distance-learning form and through dual education. Paragraph 22 of the Regulation approved by the Resolution of the Cabinet of Ministers of the Republic of Uzbekistan «On Measures to Introduce the Distance-Learning Form in Higher Educational Organizations» of 3 October 2022 No. 559 expressly provides that students combining work with study through the distance-learning form are granted, at the end of the semester for the purpose of final assessment – and graduates, for the purpose of final State assessment and the defense of graduation qualification and master's theses –leave with retention of wages of a duration of not less than 15 calendar days . Meanwhile, Art. 385 of the Labor Code of the Republic of Uzbekistan establishes guarantees and compensations only for employees receiving education through the evening or correspondence (extramural) form of study, whereas the distance-learning form is not mentioned in the provision. The Code itself establishes four types of leave (annual labor leave, partially paid leave, leave without retention of wages, and social leave, within which study leave is distinguished), and «leave with retention of wages» as an independent construction is not provided for in it.

A twofold conflict arises:

First, between the norm of the subordinate act and the Labor Code, which does not provide for such a type of leave.

Second, between the approach of the Labor Code and the system of forms of receiving education enshrined in the Law of the Republic of Uzbekistan «On Education» (in the new edition) , in which the distance-learning form is recognized alongside the full-time, evening, and correspondence (extramural) forms.

The International Labor Organization, in Recommendation No. 148 «Paid Educational Leave Recommendation» of 1974, directs member States to enshrine guarantees for studying employees irrespective of the technical form of receiving education. The retention in the Labor Code of a list of forms of study

that is closed in the manner of the 1990s corresponds neither to international standards nor to the digital agenda of national education reflected in the Concept for the Development of the System of Higher Education of the Republic of Uzbekistan until 2030. As noted at the ILO International Labor Conference on the topic «Paid Educational Leave» (Report VII, 59th Session, 1974), «the right to paid educational leave is a right connected with the very fact of study, rather than with the physical mode of its pursuit. To confine statutory guarantees exclusively to in-person attendance is to reproduce in law a distinction that technology has already rendered obsolete».

Proposal: to supplement Art. 385 of the Labor Code of the Republic of Uzbekistan with a new paragraph governing the provision of guarantees to employees studying through the distance-learning form, in a scope not lower than that established for the correspondence (extramural) form.

In addition, it is advisable to supplement the Labor Code with provisions on dual education – in particular, on the procedure for remunerating the student during the practical part of dual education at the enterprise, which corresponds to the modern model of interaction between the education system and the real sector of the economy, since the Labor Code contains no provisions on dual education (training).

As Professor Dieter Euler, Professor of Educational Economics at the University of St. Gallen (Switzerland) and one of the leading European researchers of the dual vocational-education system, very rightly notes – in the study «Germany's Dual Vocational Training System», prepared at the request of the Bertelsmann Foundation, he draws attention to the following circumstance, relevant to any legal order introducing dual education: «dual education systems are based on a common premise: workplace training and classroom instruction are complementary rather than interchangeable; the legal framework must reflect this complementarity, clearly defining the rights and obligations of all parties – learners, enterprises, and educational institutions – during the practical component of training» .

It should be noted that, as of today, there is in force a Regulationon theorganization of dual education in the system of higher education, which is an Annex to the Resolution of the Cabinet of Ministers of the Republic of Uzbekistan «On Measures to Organize Dual Education in the System of Higher Education» of 16 January 2025 No. 14 , which, in the second paragraph of para. 22, establishes that «in accordance with legislative acts, the student is paid wages by the enterprise for his work at the enterprise during the period of dual education». However, in the Labor Code, first, the status of a student is not defined, and, second, it is stated that «wages are paid by the enterprise for his work at the enterprise during the period of dual education», i.e., the payment is made precisely for the work during the period of dual education, and not for the very fact of undergoing dual education. In other words, the Regulation separates labor from the undergoing of dual education.

Let us also note the Resolution of the Cabinet of Ministers of the Republic of Uzbekistan «On Measures to Organize Dual Education in the System of Vocational Education» of 29 March 2021 No. 163, para. 14 of which states that «in accordance with legislative documents, the student is paid wages by the organization for his work in the organization during the period of dual education». Once again, the Resolution separates labor from the undergoing of dual education.

In addition, as regards the protection of the rights of students and trainees during educational or industrial practice, internships, or the practical part of dual education, the Labor Code likewise contains no mention of such persons, nor of protective mechanisms for them, with respect to the specifics of organizing their work (industrial, educational, or other practice and internship), the specifics of the occupational safety of such persons, etc. In this connection, we refer to the view of N.T. Mukhamedova, who notes that «students undergoing the practical part of dual education at an enterprise enter into relations that are substantively close to labor relations, and it is precisely for this reason that the State is obliged to ensure for them a minimum standard of occupational safety, workplace safety, and social insurance, even if they are not formally employees of the enterprise» .

Proposal: to supplement the relevant articles of the Labor Code with provisions and norms on the specifics of the undergoing ofindustrial, educational, or other practice and internship by students and trainees, as well as with protective mechanisms for such persons with respect to the specifics of organizing their work and the specifics of ensuring the occupational safety of such persons.

4. Specifying the levels of education when providing guarantees. Under Art. 386 of the Labor Code of the Republic of Uzbekistan, guarantees and compensations

for employees combining work with study are provided upon their receiving education of the corresponding level for the first time. At the same time, it is unclear from the text of the norm which level of education is meant – secondary specialized or higher, and in the case of higher education, the bachelor's, master's, basic doctoral, or doctoral level. Such uncertainty gives rise to diametrically opposed positions of employers and employees, which are resolved through judicial proceedings.

The Law of the Republic of Uzbekistan «On Education» (in the new edition) expressly distinguishes the levels of education (secondary specialized, vocational, higher – with a subdivision into the bachelor's and master's levels – as well as postgraduate education and professional development), and a systemic interpretation requires that the Labor Code operate with a conceptual base aligned with that Law.

Proposal: in Art. 386 of the Labor Code of the Republic of Uzbekistan, to specify the levels of education by adding a reference to secondary specialized, vocational, and higher education, and to set out the norm in the following wording: «The guarantees and compensations provided for by this Chapter are granted to employees upon their receiving education of the corresponding level (secondary specialized, vocational, or higher) for the first time». Such a wording will ensure uniform enforcement and remove the chronic ground for individual labor disputes.

5. Improving the institution of social partnership: **accounting for other representative bodies of employees**. Art. 41 of the Labor Code of the Republic of Uzbekistan provides, as one of the forms of effecting social partnership in the sphere of labor, forthe adoption by the employer of local acts in agreement with the trade-union committee, whereas other representative bodies of employees are not provided for by the norm. Meanwhile, the Law of the Republic of Uzbekistan «On Trade Unions» in the 2019 edition recognizes primary trade-union organizations as independent subjects, within which a trade-union committee may not be formed, and likewise does not preclude the existence of other representative bodies of employees.

In the practice of many industrial enterprises of the Republic of Uzbekistan, a trade-union committee as a separate collegial body has not been formed, but other representative bodies are present, which in fact blocks the implementation of the form of social partnership provided for by Art. 41 of the Labor Code. In this connection, a group of authors led by M. Ozaki notes that «legislation confining dialogue to a single type of body generates artificial gaps wherever such a body is absent».

ILO Convention No. 87 «Freedom of Association and Protection of the Right to Organize Convention» of 1948 and ILO Convention No. 98 «Right to Organize and Collective Bargaining Convention» of 1949, ratified by the Republic of Uzbekistan, proceed from the principle of pluralism in the representation of employees' interests and do not reduce it exclusively to classic trade-union committees. N.L. Lyutov – Doctor of Law, Professor, Head of the Chair of Labor Law and Social Security Law at the O.E. Kutafin Moscow State Law University – soundly points in this connection to the need to enshrine flexibly, in national labor legislation, various forms of employee representation, which accords with international labor standards and likewise notes: «The key element of success is the recognition in legislation of pluralism in the forms of employee representation» . In addition, a group of European scholars led by N. Countouris and M. Freedland likewise note that «modern labor law must move beyond a monolithic conception of the trade-union movement and recognize that workers can effectively exercise collective rights through a diversity of representative structures – provided that those structures are genuinely independent of the employer».

Proposal: in Art. 41 of the Labor Code of the Republic of Uzbekistan, to establish a procedure for the employer's coordination of local acts with the trade-union committee, with other representative bodies of employees, including with the primary trade-union organization, which will ensure the workability of this norm amid the actual diversity of models of employee representation and its consistency with the Law «On Trade Unions».

6. The condition of the employee's presence at the workplace for the remuneration of downtime and of the failure to meet labor norms. Under Art. 265 of the Labor Code of the Republic of Uzbekistan, where labor norms or labor (job) duties are not met through the fault of the employer, remuneration is paid in an amount not lower than the employee's average wage, calculated in proportion to the time actually worked; where labor norms are not met for reasons beyond the control of both the employer and the employee, the employee retains not less than two-thirds of the tariff rate (salary). Under Art. 266 of the Code, downtime through the fault of the

employer is paid at the amount of the employee's average wage; downtime for reasons beyond the control of both the employer and the employee is paid at not less than two-thirds of the tariff rate (salary), calculated in proportion to the downtime.

In labor-law doctrine, downtime is traditionally defined as a temporary suspension of work during which the employee continues to remain at the disposal of the employer. An analogous approach is confirmed in the educational literature on labor law as well: the remuneration of downtime is conditioned on the fact that the employee, being unable to perform his labor function for reasons beyond his control, remains at the employer's disposal and is ready to begin work at the employer's direction. At the same time, the current wording of Arts. 265 and 266 of the Labor Code of the Republic of Uzbekistan contains no express requirement of the employee's actual presence at the workplace (or at another place designated by the employer) as a condition for the accrual of those payments. This creates situations in which an employee who is in fact absent and who has not given the employer the opportunity to promptly assign him other work claims payment under the rules on downtime.

In this connection, Professor Catherine Barnard – Professor of EU Law and Employment Law at the University of Cambridge, Fellow and Senior Tutor of Trinity College, and Fellow of the British Academy (FBA) – in her fundamental work «EU Employment Law», published in Oxford, draws attention to the doctrinal nature of the institution of downtime, which allows a substantive parallel to be drawn with the regulation in Arts. 265 and 266 of the Labor Code of the Republic of Uzbekistan: «the remuneration of the time during which the employee is ready to begin work at the employer's demand – what in continental legal systems is traditionally termed 'standby' or 'downtime' – is based on a simple premise: the employee has lost the disposition of his own time at the employer's demand and is therefore to be remunerated precisely for this surrender of freedom, and not only for the hours of productive work actually performed» . In addition, the Russian scholars K.N. Gusov and V.N. Tolkunova hold that «the time of downtime is part of working time insofar as the employee, during that period remains at the employer's disposal; if, however, the employee has left the place of work without the employer's permission, the time of his absence cannot be qualified as downtime and is therefore not subject to payment as such» .

Proposal: in Arts. 265 and 266 of the Labor Code of the Republic of Uzbekistan, to enshrine the requirement of the employee's presence at the workplace (or at another place designated by the employer) as a condition for making the said payments. Such an adjustment restores the doctrinal understanding of downtime as a state in which the employee remains at the employer's disposal and, at the same time, protects an employee who is in fact ready to continue working.

7. Clarifying the procedure for calculating the time limit for applying to the court in disputes over reinstatement at work. Art. 560 of the Labor Code of the Republic of Uzbekistan establishes that, in disputes over reinstatement at work, the employee is entitled to apply to the court within three months from the day of the delivery to the employee of a copy of the employer's order terminating the employment contract with him. In modern conditions, especially in light of the development of electronic document flow regulated by the Law of the Republic of Uzbekistan «On the Electronic Document and Electronic Document Flow» , the employee often receives information about the termination of the employment contract in another way – by the sending of an electronic document, through a corporate information system, or by the announcement of the order against signature (without the delivery of a copy). Tying the commencement of the running of the time limit exclusively to the moment of «delivery of a copy» formally permits avoidance of applying to the court despite the employee's actual awareness, which undermines the idea of legal certainty. In this connection, the statement of N. Colneric – Judge of the Court of Justice of the European Union in 2000–2006 and formerly President of the Regional Labor Court of the Land of Schleswig-Holstein, Germany – is telling: that «limitation periods in labor disputes perform a twofold function: they protect the employer against belated claims based on evidence lost over time, and they prompt the employee to act without delay while the circumstances of the case are still fresh. However, the starting point of the limitation period must be tied to the moment of actual awareness, and not to a formal act of which the employee may be unaware»

The Civil Procedure Code of the Republic of Uzbekistan proceeds from the general principle of calculating procedural time limits, which does not preclude a broad interpretation of the moment from which the employee is deemed to have been acquainted with the order. However, the stability of enforcement practice requires

the corresponding rule to be enshrined directly at the level of a law, rather than of a subordinate act or a court clarification.

In addition, the growing digitalization of all spheres of the life of society, including of employees, also requires the active introduction of digital notification into the norms of labor legislation. The introduction by the State and the active operation in Uzbekistan of the Unified National Labor System (electronic employment record books and electronic employment contracts), as well as of the Unified Portal of Interactive State Services, requires the adoption of urgent measures to implement these digital systems into the norms of labor legislation. In this connection, in the collective monograph edited by Niklas Bruun (Hanken School of Economics, Finland), Boris Waas (Goethe University Frankfurt am Main, Germany), and Guus Heerma van Voss (Leiden University, the Netherlands), devoted to the role of digitalization in the labor law of European States, the authors soundly note that «the growing dependence of employment relations on electronic communications – from dismissal notices sent by e-mail to digital payslips and electronic HR document-management systems – requires labor codes to update their provisions on notifications and on the commencement of procedural time limits so that they reflect, rather than contradict, the way information actually circulates in modern workforces» .

Proposal: to set out the relevant provision of Art. 560 of the Labor Code in the following wording: «in disputes over reinstatement at work – three months from the day of the delivery to the employee of a copy of the employer's order terminating the employment contract with him, or from the day on which the employee was, in another manner (by SMS notification or through the Unified Portal of Interactive State Services or the Unified National Labor System), acquainted with the said order». Such a wording takes account of the realities of electronic document flow, does not infringe the rights of an employee who is aware of the order, and enshrines at the level of a law the broad interpretation already formed by judicial practice.

8. Distinguishing the employment contract from the civil-law contract. In practice, persons who performed work on the basis of civil-law contracts (contracts for work and labor, contracts for the paid provision of services), after completing a particular assignment and terminating the contract, often apply to the court with applications for the recognition of the civil-law contract as an employment contract. The current Labor Code of the Republic of Uzbekistan, in Arts. 18, 19, and 31, defines the concept of the employment contract and its mandatory features, but contains no express norm distinguishing the employment contract from the civil-law contract. Owing to the absence of such a norm and the fairly general description of the features of the employment relationship, judicial practice follows the path of broadly granting claims for the reclassification of contracts. In this connection, Professor Mark Freedland (University of Oxford) and Professor Nicola Countouris (Faculty of Laws, University College London) in the monograph «The Legal Construction of Personal Work Relations», published at the University of Oxford, formulate one of the most frequently cited methodological approaches in modern doctrine to distinguishing the employment contract from the civil-law contract: «The criteria for determining employment status – control, integration, economic reality – are not interchangeable options between which the courts may choose at will; they are complementary lenses, each of which illuminates a different aspect of a relationship whose overall legal nature must be assessed in its entirety» .

In addition, as the Russian scholars A.M. Lushnikov and M.V. Lushnikova very rightly note: «The absence in labor legislation of clear criteria for distinguishing the employment contract from the civil-law contract creates fertile ground for abuse on both sides: the employer may disguise an employment relationship as a civil-law one, while an unscrupulous employee may demand the reclassification of a genuine contract for work and labor as an employment contract in order to obtain social guarantees» .

It should be noted that the problem is at present systemic in nature. ILO Recommendation No. 198 «Employment Relationship Recommendation» of 2006 expressly directs member States to establish, in national legislation, clear criteria for the existence of an employment relationship and the inadmissibility of its being disguised as a civil-law contract. At the basis of the distinction the Recommendation places the principle of the primacy of facts: the determination of the existence of an employment relationship «should be guided primarily by the facts relating to the performance of work and the remuneration of the worker, notwithstanding how the relationship is characterized in any contrary arrangement, contractual or otherwise, that may have been agreed between the parties» . However, the

converse task – preventing the unjustified reclassification of a genuine civil-law contract as an employment contract – is likewise a constituent part of the standard of legal certainty. The Russian scholars A.M. Lushnikov and M.V. Lushnikova rightly point out that the distinction between contracts must be built not on a single formal wording, but on a totality of substantive features (the personal character of the work, subordination to internal-order rules, the systematic payment of remuneration for the process of work rather than for its result).

Amid the growing role of project-based employment, outstaffing, freelancing, and the platform economy, the absence in the Labor Code of the Republic of Uzbekistan of an express norm to the effect that a civil-law contract is not an employment contract substantially increases the regulatory risks for business and reduces the flexibility of the labor market.

Proposal: to introduce into the Labor Code of the Republic of Uzbekistan a clear norm establishing that a civil-law contract is not an employment contract. At the same time, in order to prevent abuse on the part of employers, such a norm must be accompanied by the enshrinement of substantive criteria of the employment relationship, in the presence of which a contract, irrespective of its designation, is recognized as an employment contract (the personal character of the work, subordination to the employer, the regularity of payments, the provision of working conditions by the employer). Such an approach ensures a balance between the flexibility of civil-law transactions and the protective function of labor law, in the spirit of ILO Recommendation No. 198.

4. Discussion

The presented directions for improving the labor legislation of the Republic of Uzbekistan are outwardly heterogeneous, yet all of them are subordinated to a single methodological logic – the logic of balancing. In the classical doctrine of labor law, tracing back to the works of A.M. Lushnikov and M.V. Lushnikova, the branch is defined as a «social compromise»: it simultaneously secures minimum guarantees for the employee and leaves the employer sufficient freedom for the effective management of labor. Any disturbance of this balance – whether towards excessive protection or towards unjustified liberalization – reduces the socio-economic effectiveness of the branch. This logic of balancing accords with the modern purposive theory of labor law: Professor Guy Davidov of the Hebrew University of Jerusalem regards the overarching «labor problem» that labor law is designed to address as the totality of the vulnerabilities of the worker that are inherent in the employment relationship (subordination and economic-social dependence), and identifies the mismatch between the goals of the branch and the means it employs as the key cause of its crisis; hence the requirement that every norm be tested by how precisely the chosen means serves the proper goal .

The applied proposals set out above are aimed precisely at the pinpoint reform of particular balance-distorting provisions of the Labor Code of the Republic of Uzbekistan and are united precisely by their orientation towards the restoration of balance. Thus, the proposal on Art. 333 of the Labor Code of the Republic of Uzbekistan does not abolish the employer's liability – it merely brings its amount into line with the standard applicable among professional participants in civil-law transactions and establishes a reasonable cap on the compensation. The proposals on Arts. 265, 266, and 560 of the Labor Code of the Republic of Uzbekistan do not deprive the employee of rights, but rather close off opportunities for abuse and eliminate formal gaps. The proposals on Arts. 385, 386, and 41 of the Labor Code of the Republic of Uzbekistan broaden the scope of the guarantees for employees and the forms of social partnership, which corresponds not only to the interests of business but also to the interests of employees – through the increase in the predictability and accessibility of the relevant institutions.

The relationship of the proposals to international labor standards deserves particular attention. ILO Recommendation No. 148 «Paid Educational Leave Recommendation» of 1974, ILO Recommendation No. 198 «Employment Relationship Recommendation» of 2006, and ILO Conventions No. 87 and No. 98 on freedom of association and collective bargaining serve not as a counterweight but as a guide for the proposed changes. The inclusion of the distance-learning form of study in Art. 385, the broadening of the range of subjects of social partnership in Art. 41, and the statutory enshrinement of criteria for distinguishing contracts – all of these are steps towards a fuller conformity of national legislation with international standards, rather than a departure from them. In light of this, the former Director of the International Labor Organization (ILO), Honorary President of the International Society for Labor and Social Security Law, and Visiting Professor at the

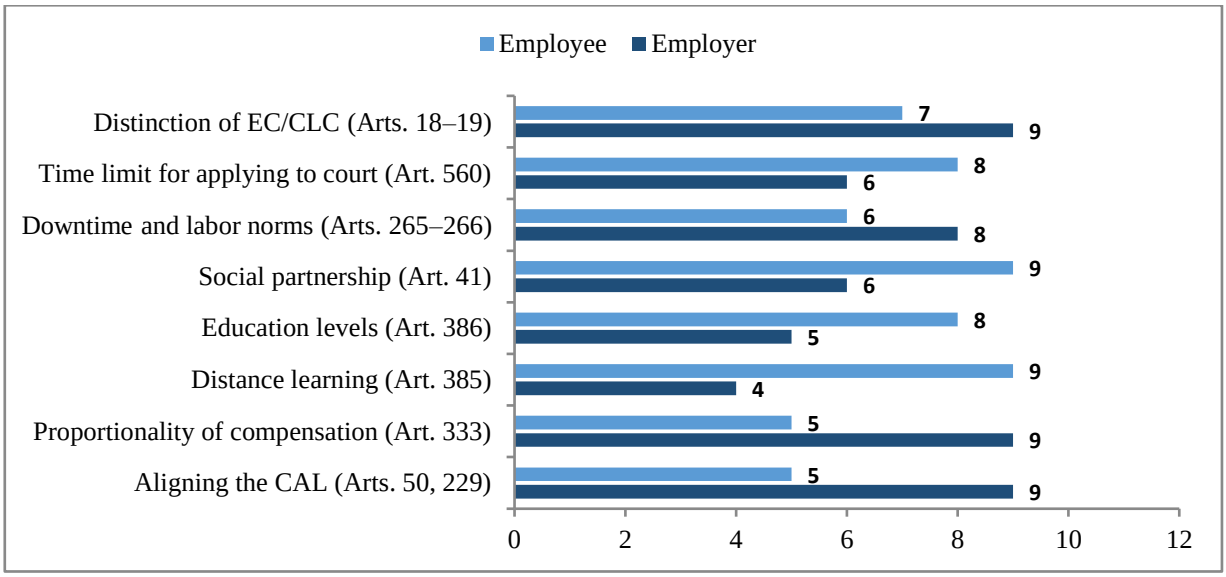
Universities of Liège (Belgium) and Girona (Spain), J.-M. Servais, notes that «the standards of the International Labor Organization (ILO) do not prescribe a single legislative model; they establish minimum substantive outcomes – freedom of association, protection from forced labor, non-discrimination, acceptable working conditions – and leave member States a margin of discretion in achieving those outcomes through forms consonant with their own legal traditions and economic conditions» . The applied proposals voiced in the present research-and-practice article are aimed precisely at achieving the said goals and a balance of the interests, rights, and responsibilities of the parties to labor relations.

The applied significance of the proposals is revealed in the context of the priority directions for the country's development until 2030 and the Development Strategy of New Uzbekistan for 2022–2026 , in which the improvement of the business climate, the growth of foreign direct investment, and the creation of quality jobs are expressly named among the national priorities. Predictable, mutually consistent labor legislation is a necessary (though not sufficient) condition for achieving these goals, both from the standpoint of the interests of employees and from that of employers, especially large business and enterprises with foreign-investment participation.

Histogram No. 8.

BENEFIT OF THE PROPOSED CHANGES

FOR THE PARTIES TO LABOR RELATIONS



At the same time, it is necessary to note the limits of the proposed approach:

First, pinpoint adjustments, for all their applied value, are no substitute for systemic work on the culture of enforcement, including the professional development of judges hearing labor disputes, the development of alternative means of resolving labor conflicts (mediation, labor arbitration), and the digitalization of HR records management.

Second, any change to norms formally favorable to the employer must be accompanied by adequate oversight to ensure that it is not used to evade the performance of obligations towards the employee – in this connection, the development of the institution of the State labor inspectorate acquires particular significance.

Third, the implementation of the proposal on distinguishing contracts (section 3.8) requires simultaneous work in both the Civil Code and tax legislation, in order to preclude the artificial substitution of labor relations by civil-law ones for the purpose of optimizing obligations.

It should also be borne in mind that the labor law of the Republic of Uzbekistan is developing under conditions of a legal tradition that is simultaneously subject to the influence of the continental (Romano-Germanic) legal system and of its own national experience. This means

that the borrowing of foreign models must always be accompanied by their adaptation to national specificities – the structure of the economy, the traditions of collective bargaining, and the enforcement practice of the courts and labor inspectorates.

Table No. 9.

COMPARISON OF THE CURRENT AND PROPOSED WORDINGS

OF PROVISIONS OF THE LABORCODE OF UZBEKISTAN

Article of the LC	Current wording (substance)	Proposed wording (substance)
Art. 333	Compensation = 10% of the CB rate for each day of delay and with no cap	Compensation = 0.5%/day; the total amount not exceeding 50% of the unpaid sum
Art. 385	Guarantees – only for the evening and correspondence (extramural) forms of study	Guarantees also cover the distance-learning form; separate norms on dual education
Art. 386	«…upon receiving education of the corresponding level for the first time»*(without specification)*	«…upon receiving education of the corresponding level (secondary specialized, vocational, or higher) for the first time»
Art. 41	Coordination of local acts only with the trade-union committee	Coordination with the trade-union committee, the primary trade-union organization, or another representative body of employees
Arts. 265, 266	Payment for downtime without the condition of actual presence at the workplace	Payments subject to the employee's presence at the workplace or at another place designated by the employer
Art. 560	Time limit – three months from the day of the delivery of a copy of the order	Three months from the day of the delivery of the order or of acquaintance by another means (SMS, UNLS, UPISS)
Arts. 18, 19, 31	Features of the employment contract; no express norm distinguishing it from the civil-law contract	Norm: a civil-law contract is not an employment contract; the substantive criteria for reclassification are enshrined in the Code

5. Conclusion

The conducted study makes it possible to formulate a number of conclusions. All of them are subordinated to a single methodological logic – the logic of balancing the interests of the employee and the employer, under which the protective function of labor law is combined with the predictability of the regulatory environment and the economic efficiency of production.

First, the Labor Code of Uzbekistan, for all its undoubted merits, requires a system of targeted adjustments aimed at eliminating conflicts with adjacent legislation, filling normative gaps, and removing constructions that breach the principle of proportionality and the balance of interests of the parties to the employment relationship. This is not about a doctrinal revision of the branch's basic constructs, but about a pinpoint, legally precise fine-tuning of particular norms that have accumulated dysfunctions in the first years of the new Code's enforcement.

Second, the eight identified directions for improving the

legislation form a logically connected set of proposals: aligning the Code of Administrative Liability with the 2025 reform; reducing and capping the amount of compensation under Art. 333 of the Labor Code; including the distance-learning form of study and dual education in Art. 385; specifying the levels of education in Art. 386; broadening the range of subjects of social partnership in Art. 41; enshrining the condition of the employee's presence at the workplace in Arts. 265 and 266; clarifying the procedure for calculating the time limit for applying to the court in Art. 560; and the statutory distinction between the employment and civil-law contracts, with the simultaneous enshrinement of the substantive criteria of the employment relationship. These directions are of a mutually beneficial character: some of them (aligning with the Code of Administrative Liability, the proportionality of compensation under Art. 333, distinguishing the employment and civil-law contracts) primarily reduce the regulatory risks of the employer, while others (including distance learning, specifying the levels of education, broadening the forms of social partnership) expand the guarantees and the accessibility of institutions for the employee, which together increases the predictability of labor relations for both parties.

Third, the proposed changes contradict neither international labor standards nor the protective function of labor law. On the contrary, they promote a fuller conformity of national labor legislation with the Conventions and Recommendations of the ILO and accord with the programmatic documents of the Republic of Uzbekistan in the sphere of economic and social development. ILO Recommendations No. 148 «Paid Educational Leave» and No. 198 «Employment Relationship», as well as Conventions No. 87 and No. 98 on freedom of association and collective bargaining, serve here not as a counterweight but as a direct guide for the proposed changes: the inclusion of the distance-learning form of study, the enshrinement of criteria for distinguishing contracts, and the broadening of the range of subjects of social partnership bring national legislation closer to international standards, rather than distancing it from them.

Fourth, the implementation of the proposals requires a comprehensive approach, including the simultaneous adjustment of the Labor Code, the Code of Administrative Liability, and subordinate acts, methodological work with enforcement practice, and the development of the institutions of social partnership. At the same time, any change formally favorable to the employer must be accompanied by a strengthening of State supervision – above all the State labor inspectorate – so as to preclude its use for evading obligations towards the employee; the implementation of the proposal on distinguishing contracts, for its part, requires a coordinated adjustment of civil and tax legislation.

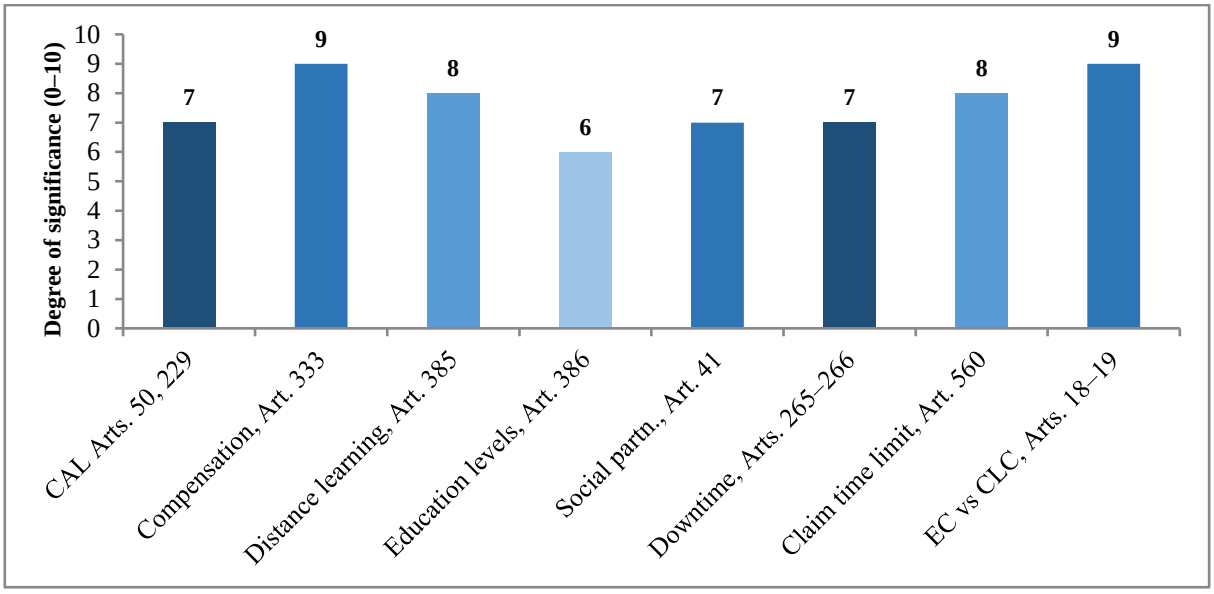
Fifth, the borrowing of foreign models in the improvement of labor legislation must be carried out not by way of mechanical reception, but by way of adaptation with due regard for the structure of employment, the level of the parties' legal awareness, and the institutional capacities of enforcement. Uzbekistan is developing within the framework of the continental (Romano-Germanic) legal tradition, common to the CIS countries and the States of continental Europe, which facilitates the reception of tried-and-tested solutions provided they are aligned with national specificities. A methodological caution here is the classic thesis of Sir Otto Kahn-Freund: legal institutions differ in the degree of their «organic» connection with the political-social context, and therefore the use of comparative law «becomes an abuse only if it is informed in a purely legalistic spirit», one that ignores the «social but above all political context» of the norm – a norm transplanted without such adaptation risks being rejected by the receiving legal order .

Sixth, predictable and internally consistent labor legislation is a necessary (though not sufficient) condition for improving the business climate, growing foreign direct investment, and creating quality jobs – priorities expressly enshrined in the Development Strategy of New Uzbekistan and the priority directions for the country's development until 2030. For an investor, especially a large industrial business with foreign participation, what is decisive is not the stringency of labor standards in absolute terms, but their clarity, stability, and consistency of application. The proposed adjustments thus serve not to weaken the protective function of labor law, but to rationalize it: they enhance the enforceability of the employee's guarantees by eliminating conflicts and uncertainty and, at the same time, reduce the employer's regulatory costs, which is precisely the sought-after balance of interests.

Histogram No. 10.

ASSESSMENT OF THE SIGNIFICANCE OF THE EIGHT DIRECTIONS

FOR IMPROVING THE LABORCODE OFUZBEKISTAN



Further directions of scholarly research are seen in an in-depth empirical assessment of the impact of the proposed adjustments on labor-market indicators (staff turnover, the duration of court proceedings, the number of granted claims), as well as in the development of a methodology for the regulatory-impact assessment of changes to the labor legislation of the Republic of Uzbekistan. Also promising are the comparative-legal monitoring of the practice of applying the updated norms, the assessment of the socio-economic effect of the proposed adjustments for employees and employers, the development of sectoral standards of contractual and HR work, and the training of labor-law specialists and the professional development of judges hearing labor disputes. The consistent implementation of these directions will make it possible to move from the conceptual level to measurable indicators of the effectiveness of labor-law regulation.

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