

TERMINATION OF EMPLOYMENT CONTRACT

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Annotation: This article is aimed at researching the relations between employees and employers, which are created on the basis of an employment contract, as well as the specific features of the employment contract and the issues of its cancellation.

Key words: Employment contract, rights of workers, socio-economic rights, legal documents, work freely

Work is the basis of society's daily life and development. Labor is not an abstract concept, but an objective, historical force that moves development in the form of regular physical and mental activity performed by each specific person. From this point of view, ensuring, guaranteeing and organizing the effective protection of the rights of workers should be considered as concern for today and tomorrow of the society in a broad sense, rather than concern for people only. . [3]

It is known that the right to work freely, to choose the place and type of work, profession, as one of the main socio-economic rights of a person, is fully recognized in international legal documents, in the Constitution of the Republic of Uzbekistan and other laws, from a legal point of view guaranteed and protected. Because of this, the right to work and issues of realization of this right are at the forefront of the human rights section of the national legal system of any secular and democratic country.[6]

The main goal of the legal regulation of labor-related social relations by the state is to guarantee the rights of citizens to work and to create legal conditions for their realization, and on this basis, to achieve the development of the state and society, human well-being. [6]

The employment contract is multifaceted in terms of content, firstly, it is a form of implementation of the rights of citizens to work; secondly, the basis that creates labor-related legal relations and ensures their validity for a certain period of time; thirdly, it appears as an institution of labor law. In addition, the employment contract constitutes a set of norms for employment, transfer and dismissal of citizens. The employment contract is, first of all, the main form of exercise by citizens of their rights to work established by the Constitution. [4]

Termination of the employment contract is a legal phenomenon that occurs due to certain objective and subjective factors, as a result of which the labor relations between the employee and the employer, as well as the mutual rights and obligations

of the employee and the employer, are terminated. finds, they lose the status of employee and employer in relation to each other.[3]

Article 97 of the Labor Code provides for the following general grounds for the termination of an employment contract:

1) according to the agreement of the parties. According to this basis, all types of employment contracts can be terminated at any time;

2) at the initiative of one of the parties;

3) at the end of the term;

4) according to circumstances beyond the discretion of the parties;

5) according to the grounds stipulated in the employment contract.

6) in connection with not being elected for a new term (failing to pass the election) or refusing to participate in the election (election). [1]

Usually, the employee's application for dismissal means that the contract has been terminated by agreement of the parties if the employer does not object and does not demand to work for the period specified by the law. In this case, the employment relationship is terminated according to Article 97, Part 1 of the Labor Code.[3]

If the employment contract is terminated at the initiative of the employee, the employee must notify the employer in writing two weeks in advance. After this period, the employee has the right to settle with the employer and demand the work book. [6]

The employment contract at the initiative of the employer is as follows:

-Changes in technology, production and labor organization, reduction of the volume of work that led to a change in the number of employees (staff) or the nature of work, or the termination of the enterprise;

- the employee's insufficient qualifications or becoming unfit for the work he/she is doing due to his/her health condition;

- regular violation of the employee's work duties;

- the employee grossly violated his work duties once;

-relation to employment of another employee working on a temporary basis;

- will be canceled on grounds such as the termination of the employment contract concluded with the head of the enterprise due to the change of owner. [1,6]

The new Labor Code takes into account the requirements of the International Labor Organization No. 158 of 1982 "On the Termination of Employment Relations", the termination of the contract in market conditions should not be unexpected for the employee. It is for this reason that employers are obliged to notify the employee in advance if they wish to terminate the employment contract. The duration of such notice depends on what the employment relationship is based on. [7]

Termination of the employment contract at the end of the term is one of the most common grounds in practice, and situations that cause conflict situations also arise when the employment contract is terminated on this basis. According to Article 105 of the Labor Code, a fixed-term employment contract is terminated at the end of its term. If the employment relationship continues even after the end of the term, and none

of the parties has requested its cancellation within a week, the contract is considered to be extended for an indefinite period.[3]

The annulment of the employment contract due to circumstances beyond the control of the parties is defined as the termination of the employment relationship as a result of the occurrence of legal facts beyond the control of the employee and the employer, and such grounds are provided for in Article 106 of the Labor Code. and it will be discussed in detail when the relevant topic is covered. Termination of labor relations on the basis of the labor contract is allowed only in the cases directly stipulated by the law and only in relation to employees belonging to the predetermined scope. The condition on the termination of labor relations in the labor contract, when this contract is concluded by the employer with the head of the enterprise, his deputies, the chief accountant, and in the absence of the position of the chief accountant in the enterprise, with the employee performing the duties of the chief accountant. , as well as in other cases allowed by law.[3]

Annulment of the employment contract due to non-election for a new term (failure to participate in the competition) or refusal to participate in the election (contest) is allowed only in relation to employment contracts concluded with employees who are appointed to positions based on the results of the competition or election.

Today, it is planned to conclude a fixed-term labor contract with professors of higher educational institutions on the basis of competition. In accordance with the decision of the Cabinet of Ministers of the Republic of Uzbekistan No. 20 of February 10, 2006, the "REGULATION on the procedure for recruiting teaching staff to higher education institutions on the basis of competition" was approved. According to paragraph 26 of this Regulation, The employment contract with the persons who did not pass the competition for the position they held, as well as did not apply for participation in the competition, will be terminated for a new term due to the fact that they did not pass the competition or refused to participate in the competition after the end of the academic year in accordance with the labor legislation. [2]

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