

## SPECIAL GUARANTEES FOR PREGNANT WOMEN ARE NOT DISCRIMINATION IN LABOUR RELATIONS

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### ANNOTATION

According to the statistical agency, the number of labor resources in the Republic of Uzbekistan in 2022 was 19494 thousand people, which increased by 0.8 percent when compared with the corresponding period of the previous year. It should be noted that, among them there are also pregnant women who carry out their labor activity. So, what guarantees does the new Labor Code provide to employees of this category? We will try to answer these questions below.

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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. According to Article 119 of the Labor Code, rejecting to hire for reasons related to pregnancy is illegal. Unlawful refusal of employment is not allowed. Persons who, knowing that a woman is pregnant, illegally refuse or dismiss her, are punished under Article 148 of the Criminal Code with a fine of up to twenty-five times the amount of the base calculation, or with deprivation of a certain right for up to three years, or with correctional work for up to three years.

When a pregnant woman is hired, she is not prescribed a preliminary test (article 129 of the labor code). Alternatively, Article 142 of the Labor Code establishes that a pregnant woman is temporarily transferred to another job, which, in accordance with the medical conclusion, excludes the influence of more mild or unfavorable factors of production.

In addition, according to Article 186 of the Labor Code, the employer is obliged to establish a full-time working day of a pregnant woman in accordance with Article 398 of this code, at the request of a medical conclusion. The essence of this is that if a pregnant woman wants to work less than 40 hours per week of normal working time, she is prescribed 30, 20 or another working hours per week of incomplete working time.

According to Article 202 of the Labor code, pregnant women are given days when they leave work. Periods of release of the employee from the fulfillment of labor obligations, which are given to the employee not for rest, but for other purposes, do not enter the rest period. For example, according to Article 403 of this code, the employer is obliged to provide pregnant women with additional free days with an average salary for antenatal (prenatal) care (perinatal screening and diagnosis, mandatory medical examinations and other mandatory medical procedures) in primary health care facilities. This privilege was considered a new guarantee and did not exist in the old Labor Code.

As we know, the right to use the annual Labor leave for the first working year occurs after six months have passed in the employee when he worked continuously in this employer. However, according to Article 227 of the Labor Code, pregnant women are exceptional. At the discretion of women until six months have passed, they are given an annual labor leave before or after pregnancy and childbirth leave.

According to Article 229 of this code, employees have the right to extend or transfer the annual Labor leave for another period in cases when the term of pregnancy and childbirth leave begins. Additionally, according to Article 232 of the Labor Code, it is not allowed to recall pregnant women from the annual Labor leave. According to Article 392 of the code, it is forbidden to refuse employment or reduce the amount of remuneration for labor for reasons related to pregnancy or the presence of a child.

Moreover, according to Article 394 of the code, in accordance with the medical conclusion, the norms of production of pregnant women, the norms of Service are reduced with the maintenance of the average monthly salary in their previous work, or they are transferred to a lighter work or work that is free from the influence of unfavorable production factors. The reduction of production norms, as well as the periods of temporary transfer to another job, are established in accordance with the medical conclusion. Until the issue of giving a pregnant woman a job that is free from the effects of lighter work or unfavorable production factors is resolved, she must be released from work with the maintenance of an average salary for all the working days left as a result.

According to Article 396 of the Labor code, pregnant women can only be involved in night work with their written consent, overtime work, work on weekends and non-working holidays, as well as be sent on a business trip. In this case, the employer is obliged to inform the employees in question about their right to refuse night work, overtime work, work on weekends and non-working holidays, or a business trip. The involvement of pregnant women in night work is

allowed only if there is a medical conclusion confirming that such work does not endanger the life and health of a pregnant woman.

Alternatively, according to Article 398 of the Labor Code, the employer is obliged at the request of a pregnant woman to prescribe them an incomplete working time in accordance with the medical conclusion. According to Article 400 of the code, pregnant women are given annual Labor leave, at their discretion, before or after pregnancy and childbirth leave, respectively. It is not allowed to recall pregnant women from the annual labor holiday.

According to Article 404 of the Labor Code, a woman is given seventy calendar days before childbirth and fifty-six calendar days after childbirth (seventy calendar days in case of difficult childbirth or the birth of two or more children) with pregnancy and childbirth leave and is paid an allowance of not less than seventy-five percent of the monthly salary set by law. Maternity leave is calculated for a woman in aggregate and is provided in full, regardless of the number of days actually used before delivery.

According to Article 408 of the Labor code, it is not allowed to terminate the employment contract concluded with pregnant women on the initiative of the employer, except when the organization (its separate division) is terminated or the work activities of an individual entrepreneur are terminated. Another peculiarity is that, according to Article 466 of the Labor Code, pregnant women cannot be involved in work performed in the shift method.

In place of the conclusion, it should be noted that according to Article 85 of the code in question, the norms on benefits granted to employers who are organizing additional jobs for pregnant women, for example, individuals who need a higher level of social protection in collective agreements can be provided. These benefits can manifest to employers at lower interest rates and longer term loans, exemption from property and land taxes, reduction of the social tax rate, permission to pay customs duties in installments without insurance guarantees, and other forms.

## REFERENCES

1. Abdusaminovich, I. S. (2022). EMPLOYMENT CONTRACT FORM. World Bulletin of Management and Law, 15, 125-128.
2. Aktamovich, R. M. (2022). SOME ASPECTS EMPLOYMENT LAW OF UZBEKISTAN. World Bulletin of Management and Law, 15, 116-118.

3. SHOISLOMOVA, S. (2022). ORGANIZATION OF REMOTE WORK AS A SPECIAL FORM OF LABOR. *World Bulletin of Management and Law*, 17, 52-56.
4. Karimjonov, M. (2021). A Disciplinary Responsibility By The Labor Legislation Of The Republic Of Uzbekistan. *The American Journal of Political Science Law and Criminology*, 3(05), 121-129.
5. Рахимкулова, Лола. "Procedure for consideration of individual labor disputes in the Republic of Uzbekistan." *Общество и инновации* 1.2/S (2020): 184-191.
6. ХОЖАВЕКОВ, М. (2023). ВОПРОСЫ ПРАВОВОГО РЕГУЛИРОВАНИЯ РАБОТЫ ПО СОВМЕСТИТЕЛЬСТВУ. *ЮРИСТ АХБОРОТНОМАСИ*, 3(1), 64-70.
7. Khakberdiev, A. (2022). THE PROCESS OF TERMINATION AN EMPLOYMENT CONTRACT WITH AN EMPLOYEE OF A FOREIGN EMBASSY. *Science and innovation*, 1(C7), 303-306.
8. Юсупов, Н. (2022). Материальная ответственность сторон трудового договора как вид юридической ответственности. *Общество и инновации*, 3(6/S), 329-335.
9. Муродуллаев, Д. (2020). Значение международно-правовых стандартов в области охраны труда. *Review of law sciences*, 4(Спецвыпуск), 82-87.
10. MURODULLAYEV, D. (2022). MEHNAT SHARTNOMASINING TARAFLAR IXTIYORIGA BOG 'LIQ BO'LMAGAN HOLATLAR BO 'YICHA BEKOR QILINISHINING UMUMIY TAVSIFI. *ЮРИСТ АХБОРОТНОМАСИ*, 2(6), 54-60.
11. Vakhdatovna, Burkhankhodjaeva Khurshida. "The Constitution of the Republic of Uzbekistan is a Guarantee of the Implementation of Labor Rights." *JournalNX*: 559-565.
12. Nigmatullo o'g'li, M. D. (2022). TERMINATION OF EMPLOYMENT CONTRACT DUE TO CIRCUMSTANCES BEYOND THE CONTROL OF THE PARTIES (THEORETICAL AND LEGAL ANALYSIS). *World Bulletin of Management and Law*, 17, 94-97.

13. Babakulovna, Ibratova Feruza, and Tashbayeva Tanzila Abdurazzakovna. "Ibratova FB, Tashbaeva TA Mediation agreement on a labor dispute: theory and practice." Editorial team 2021 (2021): 45.