

FIXED-TERM EMPLOYMENT IN THE UZBEK SOVIET SOCIALIST REPUBLIC AND UZBEKISTAN

Avazov Bobomurod Sultonmurodovich

Lecturer, Tashkent State University of Law (TSUL), Republic of Uzbekistan, Tashkent State

University of Law, Department of Labor Law

E-mail: bobomurod_avazov@mail.ru, tel.: (+99897) 003 11 08

ABSTRACT

This article comparatively analyzes the ways of regulating fixed-term employment in the Uzbek Soviet Socialist Republic and Uzbekistan. More precisely, the paper finds that these two periods have their own peculiarities. As well, it is argued that the operative labor legislation of the New Uzbekistan should have serious changes in regulating fixed-term employment.

Index Terms: The New Uzbekistan, the Uzbek Soviet Socialist Republic (Uzbek SSR), the Union of Soviet Socialist Republics (USSR), fixed-term employment, private property, free market economy, oral and written labor contracts, working conditions, prior written notice.

I. INTRODUCTION

The expedient way to study the regulation of fixed-term employment in Uzbekistan is to divide the exploration into two periods such as before and after the independence. First, the socialist labor legislation regulated employment relations while the country was in the Union of Soviet Socialist Republics (USSR). Second, Uzbekistan chose the way of a market economy after the independence and adapted the labor laws to new political system as well as other laws. The article analyzes these two crucial periods thoroughly.

II. MATERIALS AND METHODS

In the course of the study, such methods as comparative legal, historical, systemic and structural, logical, sociological, complex research of scientific sources, induction and deduction, empirical study, and analysis of statistical data were applied.

III. RESULTS AND DISCUSSION

Fixed-Term Employment in the Soviet Period

The Uzbek Soviet Socialist Republic (Uzbek SSR) was within the USSR for about 70 years. In the Soviet society, the forms of socialist property, such as public (state) and collective-cooperative ownership had a priority, because the state prohibited private property. Mainly, the private companies employed workers until the Soviet period, but the Soviet state considered such employment as the exploitation of people. In the USSR, the socialist ownership was a basis of labor relations. Laborers regulated the organizations that considered as public property by the Soviets of people's deputies or state bodies.

From the second half of the 1920s, the Soviet state ended the preexisting private ownership in the territory of Uzbekistan and organized collective farms in rural areas by taking away the land and the property of private owners. The workers were members of these collective farms

at the same time, and they shared the whole benefit of the collective farm among the partners respectively. The only laws of the Uzbek SSR related to collective farms regulated the labor of these members because of the specific features such as working time and distribution of income. The paper does not study the labor relations in collective farms as they were regulated by specific legislation other than general labor laws.

Until the independence, the Code of Labor Laws (CLL) of the Uzbek SSR that entered into force on the first of May in 1972 regulated the labor attitudes of all employees in the state cooperative and public enterprises, institutions, and organizations as well as the labor relations of seasonal, temporary, unskilled workers, and house workers. The CLL of the Uzbek SSR defined the term of labor contract. In particular, parties could conclude employment contract for indefinite period, for a period of not more than three years, and taking into account the time of enforcement a certain work.

The Soviet labor legislation warranted to conclude oral and written labor contracts except for the cases specified in the law. Parties were free to choose the form of contract. In general, to conclude FTCs in writing was preferable, because expiration date of such contracts was important.

In the Uzbek SSR, most employment contracts were indefinite-term contracts in practice. This was the main type of labor contract and acted for indefinite period. Parties could terminate this contract by mutual agreement, and in the presence of the grounds specified in the law as well as at any time by the initiative of one of the parties.

Generally, fixed-term employment contract differentiated with three factors. First, this contract terminated when the fixed period expired. Second, the employees could not require the termination of such contracts by their initiative during the fixed period. Third, FTCs were in written form as a rule.

The CLL of the Uzbek SSR determined the maximum period as three years for definite term contracts. Within this period, parties independently fixed the maximum and minimum duration of their labor contract. Moreover, the employer and employee could conclude the second type of fixed-term employment contract taking into account the time of enforcement for a certain work but not a special calendar period. This work might continue from several days to several months. Sometimes the execution of such work might require more than three years, so the legislation highlighted these two types separately.

In the Soviet period, the state gave some privilege for employees who worked under FTCs in remote areas of the country. Sometimes people concluded fixed-term employment contracts to get such privilege. That was one of the ways to attract labor force in the difficult areas.

Furthermore, the labor legislation allowed concluding FTCs for indefinite work in cases the regular workers temporarily left their positions. Parties also concluded fixed-term employment contracts for seasonal and temporary work. In such a case, the law required the employer to inform employee about a term of contract, otherwise, it might produce labor disputes related to the period.

Both sides of FTC could renew the agreement according to their desire when it expired. In case the labor relations continued after the term expired and any of the parties did not require to terminate the contract, it was considered to be extended for indefinite period in previous

conditions. Both parties had a right to terminate the fixed-term employment contract before the date of expiration if there were only objective reasons.

The CLL of the Uzbek SSR did not constitute the special norms connected with working conditions and employment security of fixed-term employees. These issues were the same as indefinite-term employees'. Particularly, the Code included the regulation on creating healthy and safe working conditions in all enterprises, organizations, and institutions.

However, the USSR officially collapsed in 1991 because of long lasted political, social, and economic problems. One of the reasons of that disintegration was the regulation of a huge economy in a centralized way or the absence of free market economy in the Soviet society. In manufacture, bribery and submission of false reports grew, and this negatively affected labor relations as well. As a consequence, the quality of production decreased and the economy gradually failed. Finally, the USSR lost the control over the economic and social life of the country.

Overview of the Present Fixed-Term Employment

After the collapse of the USSR, Uzbekistan became independent and chose the way of market economy. The state has privatized former public (state) and collective-cooperative properties, and created convenient opportunities to flourish the private ownership. As a result of such economic reforms, diversified labor attitudes have appeared in the country. In turn, Uzbekistan needed a new labor legislation to regulate these relations. Lastly, the Parliament confirmed the Labor Code (LC) of the Republic of Uzbekistan, the main law in the sphere of employment, on the twenty first of December in 1995.

The LC defines the terms of employment contract and allows the parties to conclude it (1) for indefinite period, (2) for a definite term of no more than five years, and (3) for the period of enforcement a certain work. In other words, there are two main types of labor contract: indefinite-term and fixed-term. Moreover, if the labor contract does not specify the date of expiration, the law considers it as an indefinite-term contract. Without an agreement of the employee, the employer cannot re-conclude the indefinite period contract for a definite term or the period of enforcement a certain work. In contrast to the CLL, the LC determines the only written form of employment contract.

The LC (Article 76) requires objective reasons for entering to FTCs or restricts the employer's right to conclude such contracts. In particular, the employers can conclude fixed-term employment contracts (1) in cases when it is impossible to conclude indefinite-term contract, taking into account the nature of the work, conditions of its fulfillment or interests of the employee, (2) with the head of the enterprise, his deputies, the chief accountant, and in case if there is absent the position of chief accountant, with the person who performs the functions of chief accountant, (3) in other cases stipulated by law.

The fixed-term employment contract terminates upon the expiration of the period. In the case where the labor relations continue after the expiration of the term and one of the parties does not demand its cancellation within a week, the contract will automatically extend for an indefinite period. The employee has a right to terminate the fixed-term employment contract until the period expires. However, the worker should give the employer two weeks' prior written

notice of such desire. The parties can terminate the FTC before the end of the notice period if there is a mutual agreement.

It should be noted that the importance of concluding fixed-term employment contracts has increased dramatically during the period of independence. General exploration of the current Uzbek labor market indicates that employers conclude fixed-term employment contracts according to the following main reasons. First, this type of employment helps to reduce labor costs. To be specific, in most cases, it is a difficult task to provide all employees with permanent work throughout the year so the employers are not interested in paying them when they are not working. And this is one of the ways to save money and make a profit. Second, employers select strong and hardworking employees by concluding fixed-term employment contracts before converting them to permanent workers.

Unfortunately, in most cases, to avoid compulsory payments the employers hire atypical employees without any written fixed-term employment contracts. In this case, the employers conclude oral civil-law agreements with people and do not record such agreements in official reports. This is the main factor that it has been resulting in different problems. First, the national economy is suffering from such illegal agreements. Second, these individuals cannot use the statutory rights in the LC. Third, these people will suffer from a low pension in the future because there is no any document that proves their work experience. Finally, this leads to the expansion of an informal labor market in Uzbekistan.

IV. CONCLUSION

The recruitment of workers without written fixed-term employment contracts is the main problem that Uzbekistan cannot prevent at present. Although the Article 49 of the Administrative Responsibility Code (ARC) of Uzbekistan determines the penalty for breaking the general labor legislation by officials, the Parliament should enact another special provision that stipulates a penalty for the violation of regulations relating to written employment contracts. Otherwise, the employers always tend to continue such violation.

In turn, the Article 120 of the Labor Standards Act (LSA) of Japan provides a penal sanction by a fine of not more than 300,000 yen for the employer, if there is a violation of maximum allowable period for a fixed-term employment contract. As well, in case if there is not a clear written statement whether the employment contract has a definite or indefinite term, the employer should also pay a fine of not more than 300,000 yen. Certainly, in this case, the Japanese approach could be an effective solution to this problem.

REFERENCES

1. Sultonmurodovich, A. B. The Regulation of Fixed-term Employment Contracts in Uzbekistan. *JournalNX*, 573-579.
2. Sultonmurodovich, Avazov Bobomurod. "The Regulation of Fixed-term Employment Contracts in Uzbekistan." *JournalNX*: 573-579.
3. Sultonmurodovich A. B. The Regulation of Fixed-term Employment Contracts in Uzbekistan // *JournalNX*. – C. 573-579.

4. Miryokub, R. (2020). CONSTITUTIONAL AND LEGAL STATUS OF SELF-EMPLOYED CITIZENS IN THE REPUBLIC OF UZBEKISTAN. *Review of law sciences*, 3(Спецвыпуск).
5. Ismoilov, S. A. The Last Tendencies of Liberalization of Labor and Employment Legislation of the Republic of Uzbekistan. *JournalNX*, 539-547.
6. Бурханходжаева, Х. (2019). APPLICATION OF LABOR LEGISLATION IN ENTREPRENEURIAL ACTIVITY. Юридик фанлар ахборотномаси, (3), 46-49.
7. Рахимкулова, Л. (2020). ПРИНЦИПЫ РАЗРЕШЕНИЯ ИНДИВИДУАЛЬНЫХ ТРУДОВЫХ СПОРОВ. *Review of law sciences*, 1(Спецвыпуск).
8. Karimjonov, M. (2017). Experience of foreign countries with regard to the regulation of disability pensions. *Review of law sciences*, 1(1), 13.
9. Юсупов, Н. (2021). Факторы формирования и развития патриотического духа у студентов. *Общество и инновации*, 2(2/S), 339-348.
10. Пандемия: нуждается ли трудовое законодательство в реформах? М Рахимов - *Review of law sciences*, 2020.
11. Хакбердиев, А., & Абдуллаева, Р. (2021). ВОПРОСЫ ДОСУДЕБНОГО УРЕГУЛИРОВАНИЯ ИНДИВИДУАЛЬНЫХ ТРУДОВЫХ СПОРОВ В РЕСПУБЛИКЕ УЗБЕКИСТАН. *Scientific progress*, 1(6), 786-791.
12. Хожабеков, М. (2020). ПРАВОВОЙ СТАТУС ГОСУДАРСТВЕННОГО СЛУЖАЩЕГО. *Review of law sciences*, 1(Спецвыпуск).
13. ХАМРОҚУЛОВ, Б. (2020). ИТАЛИЯ ВА БЕЛЬГИЯДА МАЪНАВИЙ ЗИЁННИ ҚОПЛАШ ҚОНУНЧИЛИГИ ВА СУД АМАЛИЁТИ. ЮРИСТ АХБОРОТНОМАСИ, 1(1), 32-38.
14. Муродуллаев, Д. (2020). ЗНАЧЕНИЕ МЕЖДУНАРОДНО-ПРАВОВЫХ СТАНДАРТОВ В ОБЛАСТИ ОХРАНЫ ТРУДА. *Review of law sciences*, 4(Спецвыпуск).
15. Andreev (Андреев), Inoyatov (Иноятлов), Yigitaliyev (Йигиталиев), Commentary on the Code of Labor Laws of the Uzbek SSR (Tashkent: "Uzbekistan", 1985), 33-34.