

THE BASIS OF TERMINATION OF THE EMPLOYMENT CONTRACT IN THE LEGISLATION OF THE REPUBLIC OF UZBEKISTAN

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It is known that the role of labour in the history of human development cannot be overemphasized. Because, the formation of the material basis of any society depends on the work of members of that society.

The provision of the constitutional right of citizens to work is guaranteed not only by the conclusion or amendment of the employment contract, but also by the legal regulation of the procedure for the termination of the employment contract in the legislation in a clear and complete way, as well as by the employment activity on this basis.

The order of termination of the employment contract on this place and the clear definition of the principles, on the one hand, is a means of legal protection against the unjustified termination of labor relations with employees who wish to continue their labor activity, on the other hand, is a means of ensuring the implementation of the constitutional norm, which on its own initiative is not a duty, but a right to work in

Any labor relations are terminated after a certain period of time. The grounds for the termination of the employment contract listed in the Labor Code of the Republic of Uzbekistan are various legal facts having an object or subject character and hindering the validity of the employment contract.

These grounds for the termination of the employment contract are contained in Chapter VI of the Labor Code of the Republic of Uzbekistan, paragraph 4 (articles 97-106) of its legal expression. According to him, the employment contract can be terminated for the following reasons:

1. By agreement of the parties to the employment contract.
2. On the initiative of one of the parties to the employment contract.
3. At the expiration of the employment contract.
4. According to circumstances not at the discretion of the parties to the employment contract.
5. According to the grounds provided for in the employment contract.
6. In connection with the fact that he was elected for a new term (not passed by choice) or refused to participate in the Election (Selection).

It is worth noting that the grounds laid down in these articles are not considered to be a complete list. That is, in addition to the above-mentioned grounds, the Labor Code provides for other cases in which Labor Relations can be nullified in the content of some of its articles. The employee has the right to terminate the employment contract in accordance with Article 87 of the labor code and, on its basis, three days before the end of the initial probationary period, having warned in writing, the employer may also terminate the employment contract only on unsatisfactory results of the initial test. Or, in the event that the employee refuses to work on new working conditions, the employment contract can be terminated on the basis of Article 89 of the labor code and in the manner prescribed by it.

It is also established in accordance with Article 247 of the labor code that parents and guardians (sponsors), as well as supervisory bodies for the protection of labor, as well as inter-departmental commissions for the affairs of minors, are entitled to demand the termination of the employment contract with such persons, if the continuation of the work performed by persons under the age

According to Article 100 of the Labor Code, the termination of both the employment contract for an indefinite period and the fixed-term employment contract at the initiative of the employer before the expiry of the term is justified, as well as the presence of one of the listed reasons, is strengthened by the fact that the termination of the employment contract is justified. That is, the legislator has established that the employer can terminate the employment contract on his own initiative only on the basis of these moddada specified grounds.

In addition, article 237 of the Labor Code provides for guarantees for the termination of an employment contract with pregnant and child-bearing women, according to which exceptions are established on the grounds established by Article 100 of the labor code. Focusing on Article 100 of the Labor Code, the legal guarantee that the employee will not be allowed to terminate the employment contract on the initiative

of the employer during the period of failure to perform temporary labor and during his stay on leave has been strengthened.

That is, the same legal guarantees given to certain subjects (women, temporary labor failure and employees on vacation) in the termination of the employment contract on the initiative of the employer are explained in different places.

Accordingly, the basis provided for in Article 87 of the labor code is laid down in articles 99 and 100 of the code, the basis provided for in Article 89 of the code and the norm provided for in Article 237

100, it is also expedient to reflect the basis provided for in Article 247 in the content of Article 106 of the relevant code.

- In the theory of Labor Law, great attention is paid to the classification of the grounds for the termination of the employment contract, since they are classified differently, proceeding from the norms established by the laws of different countries. J.No, it's not. The termination of the employment contract of Dorokhina emphasizes the purpose of the classification of the grounds as follows: "it is possible to identify important processual features by defining the important signs of the termination of the employment contract to divide all the grounds into groups. Also, the systematization of these foundations facilitates their imagination and study in the science of labor law, for research and educational purposes.
- In our opinion, the classification is of practical importance in addition to the above, and the legislation allows to reasonably specify the grounds for the termination of the employment contract.
- Proceeding from the above, it is possible to divide the grounds for the termination of the employment contract into general grounds for systematization (articles 97-106 of the MK) in the Labor Code of the Republic of Uzbekistan, and in certain cases the grounds for interpretation (articles 87, 89 and 247 of the MK). According to the labor legislation of the Russian Federation, such classification as Russian scientist V.I. It was also noted by Mironov .
- Russian academician K.N. Gusov proposed to classify all the grounds for the termination of the employment contract according to the subject (general and additional), legal acts (phenomenon and action).
- A well-known comparative-legal scientist on labor law I. Eat it. Kiselev classified the grounds for the termination of the employment contract in the labor law of foreign countries as follows:
 - the death of an employee and other circumstances that are considered a legal phenomenon;
 - agreement of the parties;
 - initiative of one of the parties (one-off ACT);
 - liquidation of the organization;
 - completion of the term of the contract, completion of the implementation of a certain work;
 - cases with the property of invincible force, that is, emergencies and Persian major;
 - Court decision on the termination of the employment contract .
- The grounds for the termination of the employment contract can be classified according to various criteria. In particular, depending on the occurrence of the initiative in the annulment of the employment contract, they can be divided into the following types:
 - according to the agreement of the parties;
 - based on employee initiative;
 - according to the employer initiative;
 - the termination of the employment contract with talabi on grounds not connected with the discretion of the parties to the employment contract, including other persons not considered to be parties to the contract.

Also, the general grounds for the termination of the employment contract can be divided into the grounds on which these grounds are applied to all employees, depending on the circle of employees on which these grounds are applied, applicable to all employees and applicable to a group of employees of certain categories.

To the grounds that apply to all employees, it is possible to include the reasons provided for in Paragraphs 1, 2 and 4 of Article 97 of the labor code. That is, according to the agreement of the parties, the

termination of the employment contract at the initiative of one of the parties, as well as for reasons unrelated to the discretion of the parties, applies to all groups of employees. From additional grounds to this group, it is also possible to add that the employment contract with the employee established in Article 89 of the Mk is terminated due to the fact that he refused to continue working on new working conditions.

The basis of the termination of the employment contract in relation to a group of employees of a certain category consists of cases provided for in paragraphs 3, 5 and 6 of Article 97 of the labor code. That is, if the expiration of the term in paragraph 3 is considered as a basis for the termination of Labor Relations not only for employees working on the basis of a fixed-term employment contract, the grounds provided for in paragraph 5 of the employment contract will also serve as a reason for dismissal only for employees established on this basis. At the same time, it is possible to enter into this group a rule regarding the termination of the employment contract of the employer provided for in Article 87 of the Mk when the result of the test is unsatisfactory, as well as the termination of the employment contract with a person under the age of 18 provided for in Article 247.

At the same time, the general grounds for the termination of the employment contract can be divided into two groups depending on their source:

1. Cases established in the labor code itself as the basis for the termination of the employment contract. For example, in Article 97 of the labor code it is possible to enter the bases in paragraphs 1-4 and 6.

2. In addition to the cases specified in the code, the grounds provided for in the employment contract. These grounds consist of cases when, in accordance with paragraph 5 of Article 97 of the code, the employment contract itself is established as a reason for the termination of the contract.

This means that a clear and complete legal regulation of the relations associated with the termination of the employment contract is one of the important guarantees for the provision of labor rights to citizens.